St. Johns River State College
RFP-SJR-06-2015
Snack Vending Services

Request for Proposal
RFP-SJR-06-2015
Snack Vending Services

BIDS DUE
2:00 P.M. Tuesday August 4, 2015
1.0 Introduction & Background
St. Johns River State College (hereafter referred to as “College”) is seeking to retain a qualified firm with proven experience in the management and operation of snack vending services. The purpose of the services is to provide, manage and operate snack vending machines located on our three campus locations. The contract for this RFP will be awarded to the vendor who best meets the need of the College.

The College has three campus locations that include Orange Park, Palatka and St. Augustine. Our campus populations are as follows: Orange Park 2,284 students, Palatka 1,101 students, St. Augustine 2,084 students. Each of our campuses has day, evening, and weekend classes that the snack vending machines must be capable of continuously supplying the College community. To further meet the needs of our students, the snack vending shall offer a variety of snacks to include a minimum, fifty percent (50%) of the products with healthy snack options.

College priorities
- The first priority for the College is the financial return in the form of commissions on vending sales and payment for snack vending rights on its campuses.
- The second priority is the ability to provide a variety of snacks to include a minimum of fifty percent (50%) of the products with healthy snack options.
- The third priority is to provide new and/or recently manufactured equipment along with top quality maintenance and replenishment service. All vending machines must be equipped to accept bank (debit/credit) cards.

The contract for this RFP will be awarded to the vendor who best meets the need of the college.

1.1 BID Info
Sealed bids for St. Johns River State College RFP-SJR-06-2015, Snack Vending Services will be accepted at the St. Johns River State College Purchasing Office, Florida, until 2:00 P.M. (local time) Tuesday, August 4, 2015.

PLACE FOR RECEIVING BIDS
Bids may be mailed to:
Purchasing Department
St. Johns River State College
c/o Purchasing Coordinator
5001 St. Johns Ave
Palatka, Florida 32177
St. Johns River State College  
RFP-SJR-06-2015  
Snack Vending Services

Bids may be hand delivered to:  
Purchasing Department  
St. Johns River State College  
c/o Purchasing Coordinator  
Business Office, Building "A", Room A0029  
5001 St. Johns Ave  
Palatka, Florida 32177

All bids must arrive and be date/time stamped by a Purchasing Department representative prior to the specified bid date/time. Bids received after that time will not be accepted. Bids cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that cause a bid to arrive at the Business Office, Building "A", after the designated bid opening date/time. Bids that are mailed must be clearly marked on the outside of the envelope:

RFP-SJR-06-2015, Snack Vending Services  
St. Johns River State College  
**BID OPENING: 2:30 P.M. Tuesday, August 4, 2015**

Bids will be opened and read aloud in a public bid opening in the Board Room located in Building A, Room A0154.

**BID PACKAGE**
Interested bidders may obtain a Bid Package from Julianne Young, Purchasing Coordinator for St. Johns River State College by any of the following methods or may be downloaded from the dedicated RFP webpage. Information and notices regarding this RFP will be posted on the web page dedicated to the RFP at [http://www.sjrstate.edu/062015.html](http://www.sjrstate.edu/062015.html). Respondents are required to consult the web page during the entire RFP process.

By email: [julianneyoung@sjrstate.edu](mailto:julianneyoung@sjrstate.edu)

By USPS: Request sent certified mail to:  
Purchasing Department  
St. Johns River State College  
5001 St. Johns Ave  
Palatka, Florida 32177

Walk-in Pick Up:  
St. Johns River State College  
Purchasing Department  
Business Office, Building “A”, Room A0029  
5001 St. Johns Ave  
Palatka, Florida 32177

**ELIGIBLE BIDDERS**
Eligible bidders are defined as those bidders who are not excluded from bidding according to the Federal Government’s Excluded Parties List ([www.epls.gov](http://www.epls.gov)) or by Section 287.133, Florida Statute.
RFP AWARD
The College reserves the right to reject any or all proposals, and/or accept that proposal that is in the best interest of the College with price, qualifications and other factors taken into consideration. This proposal requests prices for multiple items. The College reserves the right to award the proposal, by item, to the Bidder(s) which, in the sole discretion of the College, is the most responsive and responsible Bidder(s), price, qualifications and other factors considered for that item. The College will advertise this RFP notice for a minimum of two (2) weeks and will make the bid package available to bidders during that time.

RIGHT TO WAIVE IRREGULARITIES AND TECHNICALITIES
St. Johns River State College reserves the right to waive minor irregularities and/or technicalities associated with this solicitation. The Purchasing Coordinator shall be the final authority regarding waivers of irregularities and technicalities.

Julianne Young
Purchasing Coordinator
St. Johns River State College

1.2 Applicable Law
The firm shall comply with all federal, state, and local laws, rules and regulations (“Laws”) applicable to the contractor’s response to the RFP, the contract executed in connection with the RFP, and the provision of services under the RFP and the contract. The term “Laws” as used in this provision shall be deemed to include all laws which are specifically applicable to the College, as a political subdivision of the State of Florida and an educational institution. The parties hereby irrevocably submit to any suit, disputes, actions or proceedings arising from or in connection with, the contract shall be determined by the jurisdiction of any State court in Putnam County, State of Florida. The RFP process, the award process and the contract between the College and the contractor shall be governed by and construed in accordance with the laws of the State of Florida, and the county of Putnam, Florida shall not be the forum for any lawsuits arising from an incident in the contract. Laws applicable to the College – organized under the laws of the State of Florida, and the rules of the State Board Education, which is a political subdivision of the State of Florida, and as such, must be operated in accordance with the Statutes of the State of Florida and the rules of the State Board of Education. This RFP and the contract to be executed in connection with the award of this RFP must be modified in accordance with any statutory requirement of the State of Florida.

2.0 Schedule
The following schedule is a general guideline for issuance, evaluation, and recommendation of award of this RFP and issuance of the contract. The College may change the dates of any events of this RFP and the issuance of the Contract. Any changes to this schedule will be posted on the web page dedicated to the RFP at http://www.sjrstate.edu/062015.html.

RFP Schedule
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>Thursday, July 9, 2015</td>
</tr>
<tr>
<td>Written questions due by 2:00 pm</td>
<td>Thursday, July 23, 2015</td>
</tr>
<tr>
<td>*submit via email <a href="mailto:julianneyoung@sjrstate.edu">julianneyoung@sjrstate.edu</a></td>
<td></td>
</tr>
<tr>
<td>Proposals Due by 2:00 pm</td>
<td>Tuesday, August 4, 2015</td>
</tr>
<tr>
<td>Evaluation Committee Meeting 1</td>
<td>Thursday, August 6, 2015, 2:00pm</td>
</tr>
</tbody>
</table>
St. Johns River State College  
RFP-SJR-06-2015  
Snack Vending Services

| Top 2 Vendor Presentations* | Monday August 12, 2015,  
|                           | Demo 1 1:30pm – 2:30pm  
|                           | Demo 2 3:00pm – 4:00pm  
| Evaluation Committee Meeting 2 | Wednesday, August 13, 2015, 3:00pm  
| Recommend To Award | Wednesday, August 13, 2015  
| Protest Period | August 14, 2015 – August 18, 2015  
| Bid Award Notification | on or before August 19, 2015  

*Presentations will only occur if desired by the evaluation committee. Presentations, if desired, will be held on August 12, 2015. At the conclusion of the Evaluation Committee Meeting 1, the team will make a determination if presentations are needed for additional informational purposes or for clarification of the information contained within the written submitted proposals. If presentations are requested, the top 2 vendors will be invited to participate. Regardless of the evaluation committee team’s decision to hold or not to hold presentations notice will be published on the RFP’s dedicated webpage at [http://www.sjrstate.edu/062015.html](http://www.sjrstate.edu/062015.html) immediately following the Evaluation Meeting 1.

**2.1 Contract Term**

If awarded, the successful bidder will enter into a contract with the College based on the RFP specifications within 30 days of notice of award. The initial term of the agreement will be for 2 (two) years with 2 (two) possible 2 (two) year renewals upon mutual agreement of the contractor and College. The contract, if awarded, may be cancelled without cause by SJR State College with 30 days prior written notice to the awarded bidder.

**3.0 Evaluation Committee Meetings**

A Committee will review all proposals and make a recommendation for award. All committee meetings / vendor demo sessions are open to the public. The public is welcome to attend; however, no public comments will be accepted.

*Presentations will only occur if desired by the evaluation committee. Presentations, if desired, will be held on August 12, 2015. At the conclusion of the Evaluation Committee Meeting 1, the team will make a determination if presentations are needed for additional informational purposes or for clarification of the information contained within the written submitted proposals. If presentations are requested, the top 2 vendors will be invited to participate. Regardless of the evaluation committee team’s decision to hold or not to hold presentations notice will be published on the RFP’s dedicated webpage at [http://www.sjrstate.edu/062015.html](http://www.sjrstate.edu/062015.html) immediately following the Evaluation Meeting 1.

The meeting times and locations are as follows:

<table>
<thead>
<tr>
<th>Meeting Location</th>
<th>Meeting Topic</th>
<th>Meeting Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Conference Room</td>
<td>Evaluation Meeting 1</td>
<td>August 6, 2015, 2:00pm</td>
</tr>
<tr>
<td>Valhalla Hall</td>
<td>Top Vendor Presentations*</td>
<td>August 12, 2015</td>
</tr>
<tr>
<td></td>
<td>Demo 1 1:30pm – 2:30pm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demo 2 3:00pm – 4:00pm</td>
<td></td>
</tr>
<tr>
<td>Executive Conference Room</td>
<td>Evaluation Meeting 2</td>
<td>August 13, 2015, 3:00pm</td>
</tr>
</tbody>
</table>

Any changes to this meeting schedule will be publicized on the RFP’s dedicated webpage located at: [http://www.sjrstate.edu/062015.html](http://www.sjrstate.edu/062015.html).
4.0 Proposal Instructions

4.1 Statement of No Response - If declining to submit a proposal, please return the Statement of No Response form located in Section 8.0, RFP Forms.

4.2 Form of Proposer Response - Please provide eight (8) original proposals in a sealed envelope. Proposer’s Response to RFP shall be submitted to the Purchasing Department, no later than 2:00 pm (EST) on August 4, 2015. Sealed proposal responses shall be submitted to the Purchasing Department, St. Johns River State College, Business Office, Building “A”, located at 5001 St. Johns Ave Palatka FL 32177 before proposal deadline of 2:00 p.m. on August 4, 2015. Proposals received after 2:00 p.m. on August 4, 2015, will be returned to the proposer unopened. The time of receipt of the proposal will be based on the time kept in the Purchasing Department. Proposals are to be in sealed envelopes labeled RFP-SJR-06-2015 Snack Vending Services. Delivery of the proposals to the College’s mailroom or to any other location other than the Purchasing Department is not considered to meet the requirements for delivery. It is the sole responsibility of the proposer to assure that the proposal is delivered according to the terms of this section. **No copies of the response to the RFP shall be submitted to any other office or department of the College.**

4.3 Questions Deadline

Questions concerning this Request for Proposal shall be directed to: Julianne Young by email at: julianneyoung@sjrstate.edu and to no other person or department at the College. Questions and requests must be in writing via email and must be received no later than **July 23, 2015 before 2:00 p.m. EST.**

4.4 Rules, Regulations, and Requirements

All firms shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Putnam, St. Johns, Clay Counties, or City governments applicable to submitting a response to this RFP and to providing the services described herein.

4.5 Change of Proposal

Any Firms, who desires to change his/her proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the proposal opening. The firm’s name and the RFP # shall appear on the envelope.

4.6 Withdrawal of Proposal

A proposal may be withdrawn prior to the date and hour of the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of one ninety (90) days after the date of the proposal opening, to provide the proposed services.

4.7 Modifications of Proposal

No unsolicited modifications to proposals will be permitted after the date and hour of the proposal opening.

4.8 Protest of RFP Document

All firms are required to thoroughly review the RFP document within a reasonable time after receipt. Any concerns or comments relating to the RFP documents shall be brought to the attention of the College’s Purchasing Coordinator: Julianne Young, in writing, promptly after receipt. **However, if the Firms desires to protest the RFP document, or any of the specifications, requirements, or procedures thereof, the Firms will be required to comply with the St. Johns River State**
College’s RFP Protest Procedures (a copy of which is available from the Purchasing Coordinator at St. Johns River State College within seventy-two (72) hours after receipt of the proposal document.

Failure to comply with this procedure will constitute a waiver by the Firms of any right to later protest on the basis of the form, content and substance, including without limitation, the specifications, requirements or procedures, of the RFP documents.

4.9 Protest of Intended Decision
A Notice of Intended Decision to recommend or reject proposals will be posted on the RFP’s dedicated web page at http://www.sjrstate.edu/062015.html. In the event an unsuccessful firms desires to protest the College’s notice of intended decision to award or reject a proposal, that Firms shall be required to comply with the St. Johns River State College’s RFP Protest Procedure a copy of which is available from the Purchasing Coordinator, including, without limitation, filing a notice of protest with the Purchasing Coordinator, in writing, within seventy-two (72) hours after receipt of the notice or posting of the intended decision, and filing a formal written protest within ten (10) calendar days after the date the notice of protest is filed. Failure to file a protest that complies with Section 120.53(5), Florida Statutes, within the time prescribed herein shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

4.10 Contact with the College Personnel/Cone of Silence
Questions concerning this RFP must be directed in writing, by email to: Julianne Young at julianneyoung@sjrstate.edu (386)312-4156 and to no other persons or department at the College. Please provide the following information when submitting your questions:
   o RFP number
   o General Contractor / Company name
   o Address
   o Telephone number
   o Email Address
   o Proposer’s name
   o Number of pages being faxed or submitted
   o Specific questions or Comments

CONE OF SILENCE: CONTACTING THE COLLEGE’S PERSONNEL OR MEMBERS OF THE COLLEGE’S DISTRICT BOARD OF TRUSTEES, EITHER DIRECTLY OR INDIRECTLY, REGARDING THIS RFP, THE SELECTION PROCESS OR ANY ATTEMPT TO FURTHER A PROPOSER’S INTEREST IN BEING SELECTED, WILL RESULT IN THE PROPOSER BEING DISQUALIFIED.

It is expected that personnel and team members from firms that have applied for this selection refrain from posting opinions, provide commentary or engage in any discussion regarding the selection by the use of social media such as Twitter, Facebook, My Space and the like. Violation of these guidelines may result in disqualification of the applicant. The latter applies to employees of the Proposer, retained consultants or any other representative or individual promoting on behalf of the Proposer. Violation of these guidelines may constitute grounds for disqualification.

5.0 Required Information
This section of the RFP provides proposers with instructions concerning required information that must be submitted as part of their proposal. Proposers must arrange their proposal in the order
Outlined in these instructions. Failure to provide any of the required information or required documents or failure to arrange the proposal in accordance with these instructions may result in the proposal being rejected.

5.1 Proposals
Proposals are to be in sealed envelopes and labeled RFP-SJR-06-2015 and delivered to: St. Johns River State College, 5001 St. Johns Ave Palatka FL 32177, Purchasing Department located in the Business Office, Building “A”, Packages must be received no later than August 4, 2015 at 2:00p.m. EST.

5.2 Required Forms

5.2.1 Proposal Cover Sheet
Proposer must complete all information requested on the PROPOSAL COVER SHEET provided in Section 9.0 Forms. The Proposal Cover Sheet is to be the first page of the proposer’s response. “Labeled Cover Sheet”

5.2.2 Non-Discrimination in Employment Form in Section 8.0, RFQ Forms Complete all the required information on the Non-Discrimination in Employment Form. See Section 8.0, Forms. “Labeled Attachment B”

5.2.3 Addendum Acknowledgment
If any addendums are issued, the proposer must acknowledge compliance with the addendum by submitting a signed copy of the addendum in this section. This form will be issued as part of the addendum process, if any addendums are issued. If no addendums are issued, this section only needs to be acknowledged as “none received”. “Labeled Attachment C”

5.2.4 Public Entity Crimes Form
Conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded 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. A person or affiliate who has been placed on the convicted vendor list following amount provided in S.287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list, as per State of Florida Statute 287.133 (2) (a). The proposer must acknowledge compliance with this statute and its intent. See Section 9.0 Forms. “Labeled Attachment D”

5.2.5 Drug-Free Work Place Certification
Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin. “Labeled Attachment E”
5.2.6. Indemnification Agreement
The Contractor shall indemnify and hold harmless the College, its District Board of Trustees, its officers, employees, agents, and other representative, individually and collectively (collectively, the “College Indemnities”) from and against any and all Liabilities incurred by any of the College Indemnities. For purposes hereof, Liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys’, accountants’ and other professional advisors’ fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or suffered by the College Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this RFP and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor’s documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor’s subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this RFP or the Contract executed in connection with this RFP; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this RFP. This indemnification shall survive termination of the RFP and the contract executed in connection with the RFP. The Contractor must acknowledge acceptance of the entire the Indemnification Agreement.

“Labeled Attachment F”

5.5 Additional Information or Services
In addition to the required information noted in Sections 6.0 through Sections 6.7, the Proposer may include any additional information which may be helpful to the College in analyzing the Proposer's ability to provide the desired service, as noted in this RFP.

5.6 Acknowledgement of Compliance or Noncompliance
The Proposer must provide a summary of any RFP specifications, requirements, terms, conditions, and provisions the Proposer will not conform to. This summary should include a justification and an alternative to the Section(s) that are not acceptable. If the Proposer feels that any of this RFP’s specifications are unreasonable, please bring any concerns to the attention of Julianne Young via certified mail delivered to 5001 St. Johns Ave, Palatka FL 32177. If the Proposer's proposal is in compliance with all RFP specifications, requirements, terms, conditions, and provisions, the Proposer should acknowledge 100% compliance to this Section. Label this Response to Section 5.6 – Attachment “G”

5.7 References
Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the College reserves the right to contact current or former clients of the proposer not provided as part of the proposal. Please provide a minimum of three references and a maximum of five. Label this Response to Section 5.7– Attachment “H”
5.8 Legal Issues
The proposer must indicate if there are any:

A. Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its instructors to perform their obligations as stated in their response.

B. The proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults. **Label this Response to Section 5.8– Attachment “I”**

5.9 Cost
The College reserves the right to make award recommendation to one or multiple firms depending on the cost and qualification of proposers. Complete the cost-sheets found on attachment section of this document. **Labeled Attachment “J”**

5.10 Proof of Insurance
Firm shall obtain, maintain, and pay for insurance in the categories listed in the insurance schedule during the term of any contract or agreement resulting from this bid. This insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule. The insurance shall cover the Firm’s entire operations under agreement with the College and shall be effective throughout the effective period of this agreement or any subsequent agreements associated with this bid. It is not the intent of this schedule to limit the types of insurance otherwise required by this Agreement or that the Firm may desire to obtain. Proof of insurance at the required levels must be submitted with the bid response. At the time of bid award, if awarded, and prior to any work being done, the successful bidder shall submit a certificate of insurance at the required levels with St. Johns River State College included as additional name insured on each policy. **Label this Response to Section 5.10 – Attachment “K”**

5.11.1 Minimum Insurance Requirements Schedule

<table>
<thead>
<tr>
<th>Policy:</th>
<th>Workers Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage:</td>
<td>WC Statutory Limits</td>
</tr>
<tr>
<td></td>
<td>Employers Liability -</td>
</tr>
<tr>
<td></td>
<td>$500,000 Disease – Each Employee</td>
</tr>
<tr>
<td></td>
<td>$500,000 Disease – Policy Limit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy:</th>
<th>Comprehensive General Liability Insurance:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage:</td>
<td>$1,000,000 Each Occurrence</td>
</tr>
<tr>
<td></td>
<td>$ 100,000 Fire Damage (Any One Fire)</td>
</tr>
<tr>
<td></td>
<td>$  5,000 Medical Payments (Any One Person)</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Personal and Adv Injury</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 General Aggregate</td>
</tr>
</tbody>
</table>
St. Johns River State College  
RFP-SJR-06-2015  
Snack Vending Services

$2,000,000  Products – Comp/OP Aggregate

Policy:  
Automobile Liability
Coverage:  
$1,000,000  Combined Single Limit

Policy:  
Crime or Faithful Performance
Coverage:  
$100,000  Employee Theft Per Loss
$100,000  Depositors Forgery or Alteration
$100,000  Computer and Funds Transfer Fraud

Add “Theft of Clients Property Off Premise-Schedule” naming school and showing limit of $100,000

*All Policies should be Occurrence Form Only
*Comprehensive General Liability, Automobile Liability & Excess/Umbrella policies add School as Additional Insured
*All policies should have Best Rating of A X or better.

6.0 Evaluation/Rejection of Proposals
6.1 Evaluation Committee Meetings
An Evaluation Committee will review the proposals and will make a recommendation for award to the College President. The recommendation of the Evaluation Committee will be based on an evaluation of proposals submitted based on the criteria outline within the RFP. All committee meetings are open to the public.

6.2 College Options
The College may, at its sole and absolute discretion, reject any or all proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the proposals received as a result of this RFP. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the College. In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this request for proposal. The submittal of a proposal will be considered by the College as constituting an offer by the proposer to provide the services described in this RFP.

6.3 Evaluation Criteria
The evaluation of proposals will be based primarily on information provided by the proposer; therefore, care should be taken to provide as much information as necessary to fully and completely respond to all sections of the RFP. In the evaluation of the responses to this RFP and in awarding any contract(s), the College will consider a number of factors. These factors will include, but may not be limited to, the criteria as listed below. Information submitted under Section 6.0 of this RFP as well as information obtained from references and/or during the presentations with the firms will be used for evaluation. Proposals will be scored on a scale of “0 to 10” with the maximum number of points available for each criterion as listed in this section. Under each criterion is the response to the Section that may be used to evaluate the criteria. This does not limit the information that may be used to evaluate each section; it merely serves as a guide.
*Presentations will only occur if desired by the evaluation committee. Presentations, if desired, will be held on August 12, 2015. At the conclusion of the Evaluation Committee Meeting 1, the team will make a determination if presentations are needed for additional informational purposes or for clarification of the information contained within the written submitted proposals. If presentations are requested, the top 2 vendors will be invited to participate. Regardless of the evaluation committee team’s decision to hold or not to hold presentations notice will be published on the RFP’s dedicated webpage at [http://www.sjrstate.edu/062015.html](http://www.sjrstate.edu/062015.html) immediately following the Evaluation Meeting 1.

### CRITERIA

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM NO. OF POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Total Economic Value</td>
<td>35</td>
</tr>
<tr>
<td>B. Service</td>
<td>30</td>
</tr>
<tr>
<td>C. Company Experience and Qualifications</td>
<td>15</td>
</tr>
<tr>
<td>D. Technology</td>
<td>15</td>
</tr>
<tr>
<td>E. Sustainability</td>
<td>5</td>
</tr>
</tbody>
</table>

Total Evaluation Score 100

### 7.0 Specifications

Proposed solutions should offer a comprehensive product which, at a minimum, complies with the following key components.

#### Scope of Service

**Equipment**

- a. Contractor shall furnish, install, maintain, service, repair and/or replace vending machines at no charge to the College. All vending machine placements must be new vending machines or like-new vending machines. “Like-new vending machines” are defined as those latest state-of-the-art vending machines that are less than three (3) years old and/or have been refurbished immediately prior to installation. At no time during the contract term or renewals, will any vending machine be on location more than three (3) years from date of installation. Exceptions may be granted at the sole discretion of the College’s Director of Auxiliary Services or Divisional Vice President.
- b. All vending machines will remain the ownership and property of the Contractor.
- c. All machines shall be maintained and in proper working order at all times.
- d. Vending machines will not be operated in a “force vend” mode, machines will be programmed to return customers’ money, or credit card, if a selection is not available or a sale is voided.
- e. All vending machines must comply with all Federal, State, and County Codes. All machines must comply with current Americans with Disabilities Act guidelines and/or any FDA labeling guidelines changed during the life of this Contract.
- f. All vending machines must be debit/credit card equipped at the time of installation. Coin and currency (to include 5 dollar bills) acceptance is also required.
- g. Contractor agrees to hold College harmless from any loss or damage that may arise as a result of the failure of any utility.
- h. The areas surrounding all machines are to be kept clean.

#### Equipment Service
a. Contractor shall respond to service calls within 4 hours and be on-site to make necessary repairs within 48 hours. Replacement of non-functional machines must be addressed within three (3) business days of notification. The response time for service calls apply to any service call between the hours of 8:00 am thru 5:00 pm, Monday through Friday.
b. Should a vending machine malfunction or break down (more than three (3) times in a one (1) month period), the Contractor will replace the equipment.
c. Contractor shall propose a policy outlining procedures for promptly handling emergency maintenance and repair services for night, weekends and holidays. The Contractor shall provide direct cell phone numbers of the responsible personnel to be contacted in the event of an emergency during non-operating hours.
d. The College reserves the right to terminate the contract if Contractor does not arrive on-site to service calls for inoperative machines within 48 hours, and machines are not maintained and kept in working order, and malfunctioning machines are not replaced or repaired within three (3) business days.
e. The Contractor will provide a local or toll free number on each vending machine that may be used for inquiries or reporting empty or out of order conditions or to call for refunds.

Placement of Vending Machines
a. Initial placements of all snack vending machines are illustrated in Exhibit (1).
b. The Director of Auxiliary Services or Divisional Vice President will authorize the placement of vending snack machines in strategic locations throughout the College where traffic patterns and/or other circumstances warrant their placement.
c. The Contractor may recommend relocation of existing machines and/or new machines in new locations. The Director of Auxiliary Services or Divisional Vice President must review and approve relocations or locations of new machines prior to installation.
d. All vending machines shall not in any way obstruct or otherwise interfere with emergency exits or access as determined by the Fire Marshall.

Products
a. Contractor shall ensure all Products dispensed from machines are fresh (no stale or out of date products). Expiration dates clearly showing both the month and the year of expiration should be on each of the products offered for sale in the vending machines.
b. Products shall be top grade and known to the general public by brand name of manufacturer. The Contractor is expected to provide a wide variety of snacks, including 50% of product offering as healthy snack options.
   1. Visual markers should be used by the Contractor to identify all the healthy snack options. Healthy snack options meeting the nutrition standards in Attachment J (Snack Vending Pricing and Commission Proposal)
   2. Exhibit (1) shall be sold at a price equivalent to or lower than similar items that do not meet the standards.
   3. Healthy snack options meeting the nutrition standards in Exhibit (1) will be placed within the vending machine so that they are visible at eye level.
c. All products must be delivered and placed in machines in their original wrappers.
d. Vending machines should be well stocked with no more than 15% of the shelves being empty of product for more than five (5) days.
e. Contractor will use their best efforts to provide any additional varieties of products and package sizes that may be requested by the College.
f. The Contractor shall provide a full listing to the College of all vended products to be sold that includes the product, brand, volume/weight, and retail price to the consumer.
g. Significant changes to proposed product selections or package sizes must be approved by the College Director of Auxiliary Services or Divisional Vice President.
h. The College shall not be responsible for any damage to merchandise or equipment due to high or low ambient temperatures.
i. The Contractor shall be responsible for compliance with all federal, state and local laws and regulations governing the proper handling of food products and procedures and keep in effect all necessary licenses, permits and food handler’s cards as required by law.
j. Restocking, collection of monies and preventative maintenance on all machines shall be done between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday excluding major holidays or times the College is closed

**Prices**
a. All prices will remain firm for the first year of the contract. Pricing and commission rates for any proposed new or additional products not listed in the Contractor’s original proposal must be approved the Director of Auxiliary Services or Divisional Vice President prior to offering for sale.
b. If the Contractor requests price increases or financial relief over the term of the contract, the Contractor will submit the request for such action in writing together with full supporting documentation for review and approval to the Director of Auxiliary Services or Divisional Vice President.

**Personnel**
a. Personnel operating on campus must be dressed in clean, distinctive uniforms with name tags.
b. Contractor’s personnel are expected to conduct operations in an orderly manner as not to annoy, disturb or be offensive.
c. Contractor’s representatives shall be trained and suited to work in the atmosphere of the academic institution. The College reserves the right to request a change of personnel, should the College deem any individual unsuitable to work in the College environment.
d. Contractor will assure that any employee coming on any College campus, for any reason whatsoever is not a registered sex offender or sexual predator. The Contractor will perform criminal background checks on its employees and will not allow any person to enter the College property if their background indicates they would be a threat to others.
e. Contractor will provide one (1) point of contact for all the College locations to liaison and coordinate with the College Director of Auxiliary Services or Divisional Vice President regarding all services and concerns associated with this contract.
f. The Contractor’s personnel will be authorized to enter the designated premises during regularly scheduled business hours, which are defined as 8:00 am. – 5:00 pm, Monday through Friday or as may be approved by College Director of Auxiliary Services or Divisional Vice President.
g. Personnel is expected to adhere to all SJR State campus policies including but not limited to the prohibition of firearms and weapons on campus, maintaining a tobacco free campus, etc.
Service

a. The Contractor shall provide each vending location with information which instructs the customer how to report malfunctions, make comments, and request refunds.

b. A refund system shall be required and shall involve all refund requests being honored within (5) five business days of receipt. The Contractor will not question or challenge any request for refund. The matter of an illegitimate request, if any, will be referred to the College Director of Auxiliary Services or Divisional Vice President Officer for equitable resolution.

c. Contractor agrees to establish an easy-to-access telephone number on each machine for customers to arrange to receive refunds and resolve any credit card issues.

d. The successful Contractor shall have an answering system and/or continuously active website to receive requests for restocking or repair calls twenty-four (24) hours per day, seven (7) days a week.

e. Contractor’s representative(s) will keep the area décor and premises in the immediate vicinity of vending machines clean of spillage and waste; and at all times keep the machines and equipment in a clean, sanitary, neat and orderly condition inside and out.

f. The minimum restocking frequency for each vending machine will be once per month, regardless of sales, to ensure that products are within date code and machines are in proper operating condition. Cartons or trash generated by the Contractor must be removed from campus.

g. Delivery vehicles must have professional signs with company name clearly identified on the vehicle.

h. A management representative of the Contractor shall conduct thorough equipment maintenance, sanitation and merchandising inspections quarterly. Copies of such formal inspections will be provided to the College Director of Auxiliary Services or Divisional Vice President.

i. Subcontracting of any awarded contract, in part or in whole, is strictly prohibited without the prior written approval of the College.

j. The Contractor will hold semi-annual quality assurance meetings with the College Director of Auxiliary Services or Divisional Vice President to discuss contract and operational challenges/concerns.

k. Contractor personnel shall immediately report to the College Director of Auxiliary Services or Divisional Vice President any issues or events regarding health, safety or food borne illness.

Financial

a. For the first year of the contract and each subsequent year, the Contractor must describe full details and estimates of annual growth assumptions and vending commissions.

b. Gross sales for commission purposes shall be computed on gross receipts per electronic meter or actual cash, card or coupon receipts, whichever is greater. Sealed electronic meters are required on all machines.

c. The Contractor assumes full liability for all taxes applicable to its property and income and is independently responsible for the payment of Florida State Rent tax. This Contractor obligation will not affect the calculation of the College commissions which are earned on gross revenue after the deduction of sales tax. There will be no other deductions of any kind from gross sales preceding the calculation of commissions payable to the College.

d. Sales tax and the Florida use tax on commissions owed by the successful Contractor will be paid directly to the Florida Department of Revenue. The Contractor is required to gain approval for a Direct Payment Permit from the Florida Department of Revenue and shall provide the College a copy of the approved permit.
e. Payment of commissions and all financial obligations due to the College shall be made in full on or before the 20th day of the following month.

f. The College Director of Auxiliary Services or Divisional Vice President may accompany the Contractor’s route service employee at any time when cash collections are made and meter counts are recorded. These receipts will be jointly tabulated by College Director of Auxiliary Services or Divisional Vice President and the route employee at a location and means determined by College.

g. The College shall have the right to inspect the Contractor’s records, meter readings, invoices and any other accounting documentation necessary to verify sales and/or commissions.

h. The liability for all machines and contents including merchandise or cash stored within the machines shall remain the sole responsibility of the Contractor.

Reports
At a minimum, the Contractor will provide the College Director of Auxiliary Services or Divisional Vice President with the following monthly reports, on or before the 20th day of the following month:

a. Monthly cash and credit/debit card gross sales after sales tax for each vending machine by identifying number and year-to-date total gross sales after sales tax for each vending machine by identifying number. Include corresponding monthly commission amount earned for each vending machine by identifying number.

b. Meter readings used to record transactions for each vending machine (beginning and ending).

c. Actual cash and card revenue reconciled to meter readings indicating over and short amounts by machine.

d. The College may at any time request additional supporting details, data or reports that are directly related to the Contractor’s operations at the College. The Contractor must provide any such information within five (5) business days.
### Exhibit 1

**Snack Vending Machine Locations**

<table>
<thead>
<tr>
<th>Campus</th>
<th>Building Name</th>
<th>Location in Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange Park</td>
<td>Student Services Center</td>
<td>Next to Beverage Vending Machine (V115 area)</td>
</tr>
<tr>
<td>Orange Park</td>
<td>H-Building</td>
<td>Second Floor in hallway next to Beverage Vending Machine (H2203 hallway)</td>
</tr>
<tr>
<td>Palatka</td>
<td>Student Services Center</td>
<td>Next to Beverage Vending Machine</td>
</tr>
<tr>
<td>Palatka</td>
<td>Technical Building</td>
<td>In lobby area on wall with room T214 behind it (T216 hallway)</td>
</tr>
<tr>
<td>St. Augustine</td>
<td>Student Services Center</td>
<td>In V101 area</td>
</tr>
<tr>
<td>St. Augustine</td>
<td>Criminal Justice Building</td>
<td>In courtyard (outside location)</td>
</tr>
</tbody>
</table>
8.0 RFP Forms

PROPOSAL’S CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A PROPOSAL AND MAY BE USED TO ENSURE THAT SECTIONS OF THE ITB/RFP/PROPOSAL ARE PROPERLY COMPLETED AND RETURNED. THIS FORM IS FOR YOUR USE AND IS NOT REQUIRED.

Required FOUR (4) original copies of each of the following:

_____ Proposal Cover Sheet
_____ Non-Discrimination in Employment Form. “Labeled Attachment B”
_____ Addendum Acknowledgement “Labeled Attachment C”
_____ Public Entity Crimes Form. “Labeled Attachment D”
_____ Drug-Free Work Place Certification “Labeled Attachment E”
_____ Indemnification Agreement “Labeled Attachment F”
_____ Acknowledgement of Compliance or Noncompliance “Label this Attachment G - Response to Section 5.6”
_____ References “Label this Attachment H - Response to Section 5.7”
_____ Legal Issues “Label this Attachment I - Response to Section 5.8”
_____ Cost / Fee Proposal “Labeled Attachment J”
_____ Proof of Insurance (see Section 5.10) – “Label this Attachment L”
_____ Corporate W-9
_____ *Proof of Minority / Women Business Enterprise Number (MWBE) – if applicable
St. Johns River State College
5001 St. Johns Ave, Palatka FL 32177
Phone (386)312-4156

PROPOSAL COVER SHEET

Sealed Proposals will be accepted in the Purchasing Department until 2:00 p.m., on August 4, 2015 and may not be withdrawn for 120 days after opened. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal specifications; and I certify that I am authorized to sign this proposal. Failure to sign this form may result in your proposal being deemed as “Non Responsive”.

LEGAL NAME OF BIDER: ________________________________________________

TAX ID NUMBER: ________________________________________________

MINORITY BUSINESS ENTERPRISE TYPE & NUMBER: (if applicable): ________________________________________________

MAILING ADDRESS: ________________________________________________

CITY, STATE, ZIP CODE: ________________________________________________

TELEPHONE NUMBER: ________________________________________________

BY: SIGNATURE (Manual): ________________________________________________

BY: SIGNATURE (Typed): ________________________________________________

TITLE: ________________________________________________

PHONE NO: ________________________________________________

FAX NO.: ________________________________________________

E-MAIL ADDRESS: (if available) ________________________________________________
STATEMENT OF NO RESPONSE

Snack Vending Services for St. Johns River State College
RFP-SJR-06-2015

Mrs. Julianne Young
Purchasing Coordinator
St. Johns River State College
5001 St. Johns Ave
Palatka FL 32177

The undersigned declines to submit a proposal for above project:

Reason(s):

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

Signature: __________________________

Title: __________________________

Name of Firm: __________________________

Telephone: __________________________
ST. JOHNS RIVER STATE COLLEGE

NON-DISCRIMINATION IN EMPLOYMENT POLICY
(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

"During the performance of this contract the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.
"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: ____________________________________________
    Legal Name of Proposer

By: ____________________________________________
    Signature (Manual)

By: ____________________________________________
    Name (Typed)

Date: ____________________________________________
BID DUE DATE: August 4, 2015 2:00 P.M. LOCAL TIME

BID FOR: RFP-SJR-06-2015

NAME OF BIDDER:______________________________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. ____________ Dated ____________
Addendum No. ____________ Dated ____________
Addendum No. ____________ Dated ____________
Addendum No. ____________ Dated ____________
Addendum No. ____________ Dated ____________
Addendum No. ____________ Dated ____________

This Acknowledgement of Addenda form is to be returned with your proposal.
ATTACHMENT D

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP-SJR-06-2015. This sworn statement is submitted to St. Johns River State College.

2. This sworn statement is submitted by ______________________________________
   whose business address is ____________________________________________
   and (if applicable) its Federal Employer Identification Number (FEIN) is __________________________

3. My name is ____________________________________________ and my relationship to the entity named above is __________________________

4. 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 with 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.

5. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. 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 thirty-six (36) months shall be considered an affiliate.
7. 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.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement.

(Please 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 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.

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, 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, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature ________________________________
Date: ________________________________

State of Florida County of __________________
Personally Appeared Before Me, The undersigned authority, ________________________________
Who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of ___________________ 20___.

______________________________
Notary Public
ATTACHMENT E

DRUG-FREE WORK PLACE CERTIFICATE

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place Program, a business shall:

1.) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place 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 work place, the business's policy of maintaining a Drug-Free Work Place, 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 under bid 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 nolo contendere 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 work place 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 work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_________________________________________  _______________________________________
Signature                                      Printed Name
Attachment F
Hold Harmless and Indemnification Agreement

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

1. This agreement is submitted with Bid, Proposal or Contract No. RFP-SJR-06-2015 is submitted to St. Johns River State College.

2. This sworn statement is submitted by ______________________________(entity name) whose business address is _______________________________________ and (if applicable its Federal Employer Identification Number - FEIN) is ____________.

3. My name is ______________________________ and my relationship to the entity named above is _____________________________.

The indemnitor assumes an unqualified obligation to hold SJR State College harmless for all liability associated with the subject matter of the agreement, regardless of which party was actually at fault (even if the damage, injury, or claim is due to the sole negligence of SJR State College).

To the fullest extent permitted by law, Consultant, contractor, lessee, or vendor will indemnify and hold SJR State College harmless from all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises during the Term; (ii) any act, omission, or negligence of consultant, contractor, lessee, or vendor or any of consultant’s, contractor’s, lessee’s, or vendor’s subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Premises. Consultant, contractor, lessee, or vendor hereby expressly indemnifies SJR State College for the consequences of any negligent act or omission of SJR State College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Signature: ________________________________
Date: ________________________________

State of Florida County of _____________________
Personally appeared before me, the undersigned authority, ________________________________ who after being first duly sworn by me affixed his/her signature in the space provided above on this ______ day of ____________________ 20___.

______________________________ Commission Number ________________
Notary Public Expiration Date _____________________
Attachment H
Listing of Non-Residential References

Reference 1:
Name of Business or Public Entity: ____________________________________________________
Address: _________________________________________________________________________
City, State, Zip: __________________________________________________________________
Contact Person’s Name: ____________________________________________________________
Contact Person’s Phone Number & e-mail:_____________________________________________
Date of Services performed & Size of job in acres: ____________________________________

Reference 2:
Name of Business or Public Entity: ____________________________________________________
Address: _________________________________________________________________________
City, State, Zip: __________________________________________________________________
Contact Person’s Name: ____________________________________________________________
Contact Person’s Phone Number & e-mail:_____________________________________________
Date of Services performed & Size of job in acres: ____________________________________

Reference 3:
Name of Business or Public Entity: ____________________________________________________
Address: _________________________________________________________________________
City, State, Zip: __________________________________________________________________
Contact Person’s Name: ____________________________________________________________
Contact Person’s Phone Number & e-mail:_____________________________________________
Date of Services performed & Size of job in acres: ____________________________________
Scope of service performed: ________________________________________________________
Dates services performed: ___________________________________________________________
Attachment J
Snack Vending Pricing and Commission Proposal
1. Provide a minimum of 15 items; It is SJR State’s priority to provide a variety of snacks to include a minimum of fifty percent (50%) of the products with healthy snack options.

<table>
<thead>
<tr>
<th>Commodity (name &amp; pkg size)</th>
<th>Unit Price</th>
<th>Proposed SJR State Commission Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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