

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)



ST. JOHNS RIVER
S T A T E C O L L E G E

Request for Proposal

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider
Orange Park Campus

**RFP Due: Friday, January 28, 2022, no later than
2:00 pm, Palatka Campus Business Office**

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

1.0 INTRODUCTION

2.0 GENERAL TERMS AND CONDITIONS

3.0 CONTRACT TERM

4.0 SCHEDULE

5.0 PROPOSAL INSTRUCTIONS

6.0 SPECIFICATIONS

7.0 EVALUATION CRITERIA

8.0 REQUIRED FORMS

1.0 INTRODUCTION

1.1. St. Johns River State College (SJRS) serves students in Putnam, St. Johns and Clay counties. SJRS is issuing this Request for Proposal (RFP) to identify a qualified food service provider for the College's Orange Park Campus. The contract for this RFP will be awarded to the vendor who best meets the needs of the college. SJRS is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the College.

1.2. SJRS is a political subdivision of the state of Florida and is exempt from payment of federal excise tax and Florida state sales tax. The applicable numbers are: Florida Sales Tax Exemption Certificate Number 85-8013170533C-4; Federal Identification Number 59-1033399.

1.3. Interpretation of the wording of, and responses to, questions concerning this RFP shall be the responsibility of the College and will be communicated via the Purchasing Department and shall be final. Questions and requests for clarifications should be directed in writing to Alma Johnson via email at AlmaJohnson@sjrstate.edu, and will be accepted until the deadline listed in paragraph 4.0 of this RFP. Replies will be issued by return email to the originator.

1.4. In accordance with Florida Statute 287.133, a person, entity 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, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal the proposer certifies compliance with FS 287.133.

2.0 GENERAL TERMS AND CONDITIONS

2.1. All Companies submitting a response to this RFP understand and agree that the affirmative act of submitting a response constitutes acceptance and agreement to the General Terms and Conditions. Proposers are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility. The basis for award, if awarded, is to the lowest or best proposal which meets the conditions and specifications. The College is not necessarily bound to accept the lowest proposal if that bid is not in the best interests of the College.

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

2.2. RFP DATE AND TIME: All Proposals must be delivered to the SJRS Purchasing Office on or before the due date/time. Indicate the RFP number on the outside of your sealed proposal envelope to assist the College in identifying your bid. Bids received after due date/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 may cause a bid to be late. The College is not responsible for any expense, including expedited delivery, incurred by the Proposer in responding to this RFP. To be considered responsive your proposal shall be signed by an authorized employee/officer with the authority to bind a contract. Bidders shall deliver before 2:00 p.m. EST. on Friday January 28, 2022 one (1) original copy, (5) five duplicate copies. Original proposal must be marked ORIGINAL and must have original signatures.

ADDRESS FOR PROPOSALS

Bids may be mailed or hand delivered to:

St. Johns River State College

Purchasing Department, Attn Alma Johnson

Office of Business Affairs, Building "A"

5001 St. Johns Ave

Palatka, Florida 32177

2.3. PUBLIC BID OPENING: St. Johns River State College will conduct a Public bid/proposal opening at 2:30pm on January 28, 2022 in Room A-154, Palatka Campus. Sealed bids, proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. By submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the College contact listed below.

2.4. POSTING OF RECOMMENDATION OF AWARD: The Colleges recommendation of award will be posted to www.sjrstate.edu/purchasingdept.html

2.5. IDENTICAL OR TIED PROPOSALS/BIDS (USING STATE FUNDS): The decision for the award of tied bids/proposals shall be made after a careful review of the circumstances surrounding the tie, with preference being given to State of Florida Proposers, if still tied, pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a drug-free workplace program(s); if still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service Disabled Veteran owned businesses certified by the State Department of Management Services so as to break a tie bid and award a tied bid to a certified Service Disabled Veterans owned businesses when all other things are equal; if still tied, finally by flip of coin, when all other factors are equal.

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

2.6. PROTESTS: Protests shall be served to Dr. Lynn Powers, Vice President for Finance and Administration/Chief Financial Officer, and Alma Johnson, Purchasing Specialist, 5001 St. Johns Avenue, Palatka, Florida, 32177, via certified mail. Protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Dr. Lynn Powers and Alma Johnson at 386-312-4167. Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater. Failure to file a notice of protest, failure to file a formal written protest, or failure to post the bond or other security shall constitute a waiver of proceeding. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the documents being posted to the SJRS website.

2.7. ADVERTISING: In submitting a proposal, Proposer agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.

2.8. APPLICABLE LAW: The bidder shall comply with all applicable federal, state, county and local laws, rules, ordinances and regulations. This RFP, and the contract to be executed in connection with the award of this RFP, must be in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The contract, when entered into, shall be constructed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and firm hereby agree that venue shall be in Putnam County, FL.

2.9. ASSIGNMENT: If awarded, neither the resulting contract nor any of the Contractor's rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of SJRS.

2.10. BOND: A bond may be required to guarantee the payment of any losses by theft, burglary, pilfering or vandalism as a result of carelessness, negligence or willful acts of the Contractor, its agents, employees or assigns.

2.11. CONFLICT OF INTEREST: Award of this RFP is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Proposers must disclose the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Proposers must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches or dealerships.

2.12. PERSONNEL: Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. If the College, in the College's sole opinion, determines for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors on the campus, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Contractor shall immediately provide qualified replacement. Contractor's employees are expected to adhere to all college policies and procedures including but not limited to maintaining a tobacco free campus.

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

2.13. PUBLIC RECORDS: To the extent that CONTRACTOR meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records required by COLLEGE to perform the service.

(b) Upon request from COLLEGE's custodian of public records, provide COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COLLEGE.

(d) Upon completion of the contract, transfer, at no cost, to COLLEGE all public records in possession of the CONTRACTOR or keep and maintain public records required by COLLEGE to perform the service. If the CONTRACTOR transfers all public records to COLLEGE upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COLLEGE, upon request from COLLEGE's custodian of public records, in a format that is compatible with the information technology systems of COLLEGE.

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

SUSAN SUTLIFF

5001 ST. JOHNS AVE

PALATKA, FL 32177

SUSANSUTLIFF@SJRSTATE.EDU

(386)312-4166

(f) THE CONTRACTOR ACKNOWLEDGES THAT SJR STATE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON SJR STATE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND

THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

2.14. RESPONSE MATERIALS: Any material submitted in response to this RFP becomes the property of the College upon delivery to the Purchasing Department may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful proposer. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07 Florida Statutes. This includes material which the responding bidder or proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.

2.15. RIGHT OF INSPECTION/ENTRY: The College expressly reserves the right to enter the Licensed Premises anytime in the event of an emergency. With a 24-hour notice, the College and its employees, agents and authorized representatives shall have the right to enter upon the Licensed Premises for purposes of inspecting the same or making repairs, alterations or additions thereto or to other parts of the building in which the Licensed Premises is situated or at any time when it is necessary to enter the Licensed Premises for purposes of safety or security.

2.16 SAFETY REQUIREMENTS: The Contractor, by submitting a proposal, agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

2.17. WITHDRAWAL OF PROPOSAL: Proposal may be withdrawn by written or telegraphic notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

3.0 CONTRACT TERM

3.1. If awarded, the successful bidder will enter into a contract with the College based on the RFP specifications. The goal for the initial term of this contract is to begin on or about March 1, 2022 through June 30, 2024. SJR State has the option and reserves the right to extend the contract beyond the initial period for three (3) additional twelve-month (12) month periods, by mutual consent of the parties. This option does not prohibit SJR State from declining to enact the option to renew for any subsequent period(s). Notice of intent concerning renewal is anticipated 60 days prior to the end of the current term. Upon termination or expiration of this Agreement, Contractor shall vacate the Licensed Premises and deliver them to the College in the same condition that they were in at the time Contractor entered them, allowing for reasonable wear and tear.

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

3.2. The College reserves the right to keep any and all of the alterations, additions and improvements made which constitute a part of the Licensed Premises. Notwithstanding the foregoing provision, Contractor shall have the right, within fifteen (15) days from the termination or expiration of this Agreement, to remove such furniture, furnishings, equipment, and other personal property which Contractor placed in to the premises. Contractor, however, shall at its sole expense, repair any damage to the Licensed Premises caused by its removal of such items.

4.0 SCHEDULE

4.1. The following schedule is a general guideline for issuance 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 webpage dedicated to this RFP which can be found at: www.sjrstate.edu/purchasingdept.html. Also, if you intend to submit a proposal, please keep in touch with Alma Johnson, SJR State Purchasing Specialist, by email at almajohnson@sjrstate.edu. Our goal is to provide you as much information as possible to allow you to provide the best possible value to our College.

Tentative Dates Scheduled

Issue RFP	Friday, January 7, 2022
Pre-Bid Meeting (not Mandatory)	Thursday, January 13 2022 (OPC V-120)
Written questions due by 2:00 pm	Friday, January 21, 2022
*submit via email almajohnson@sjrstate.edu	
Proposals Due by 2:00 pm	Friday, January 28 2022
Public Opening of Proposals	Friday, January 28 2022 (PAL Board Rm A154)
Evaluation Committee Review	Monday, January 31 2022 (OPC- THCC Suite C)
Vendor Interviews (only if needed)	Tuesday February 1, 2022
Issue Intent to Award	Tuesday February 1 2022
Protest Period	Wednesday, February 2 – Friday, February 4 2022
Issue Bid Award - Assumes no protests	Monday, February 7 2022
Initial Contract Term	March 1, 2022- June 30, 2024

4.2. PRE-BID MEETING: The college will conduct a pre-bid meeting on Thursday January 13, 2022. The meeting will begin at 2:00 pm EST. The meeting will be held on the Orange Park Campus in V building in room V-120. Attendance at the pre-bid meeting is not mandatory but highly encouraged. In accordance with the Americans with Disabilities Act of 1990, if special accommodations are required in order to attend any Public Meeting, Pre-Bid Conference, Tour of Grounds, etc., contact Alma Johnson Purchasing Specialist via email at almajohnson@sjrstate.edu or phone at 386-312-4060.

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

4.3 EVALUATION COMMITTEE

REVIEW: The college will conduct a final evaluation committee meeting in an effort to select the vendor in which the committee intends to award the contract to on Monday, January 31, 2022. The meeting will begin at 2:00 pm EST. The meeting will be held on the Orange Park Campus in the Thrasher Horne Conference Center, Suite C. The meeting is open to the public, bidders are welcome to attend but will not have the opportunity to speak.

5.0 PROPOSAL INSTRUCTIONS

5.1. MANDATORY REQUIREMENTS FOR BIDDERS: This section of the RFP provides proposers with instructions concerning required information that must be submitted as part of their proposal. 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.

5.2. INSURANCE: The awarded contractor shall furnish a current Certificate of Insurance to the College’s Purchasing Department prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the College will be provided 30-day written notice if your policy lapses for any reason. This certificate must include the College Bid Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the College. Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, College shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

Minimum Insurance Requirements Schedule

Policy:	Workers Compensation
Coverage:	WC Statutory Limits
Policy:	Automobile Liability
Coverage:	\$1,000,000 Combined Single Limit Each Accident
Policy:	Comprehensive General Liability Insurance:
Coverage:	\$1,000,000 Each Occurrence
	\$ 100,000 Fire Damage (Any One Fire)
	\$ 5,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Adv Injury
	\$2,000,000 General Aggregate
	\$2,000,000 Products – Comp/OP Aggregate

6.0 SPECIFICATIONS

6.1. ERRORS AND OMISSIONS: Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Purchasing Department in writing who will issue written instructions to be followed. Bidders are responsible for the contents of their proposal and for satisfying the requirements set forth in the bid specifications.

6.2. Contractor Agrees to:

6.2.1. Have a background check performed on all employees, to be submitted to the SJRS Public Safety Office for approval. No employee is allowed to work at any location without a background check submitted to Public Safety including any one-time or specialty crews.

6.2.2. Have the food counter staffed and fresh food prepared on site by a short order cook. The food service concession may include, but is not limited to bagels, muffins, pastries, sandwiches, hamburgers, French fries, salads, soups, beverages and desserts.

6.2.3. Ensure that food selection, quality, and prices are competitive with other food service vendors in the area. The College encourages the Contractor to provide a variety of products to attract and maintain its primary customer base of students and staff. This furthers the goal of a mutually beneficial and cooperative relationship with all.

6.2.4. Provide any computer(s) necessary to operate under this agreement. In addition, the Contractor must provide their own computer support and not look to the College's Information Technology Department for assistance.

6.2.5. Maintain, at all times during the term of the agreement, a neat and orderly condition and appearance of the food service areas indicated in this RFP, including equipment, fixtures and personal property. The Contractor shall be responsible for maintaining the respective areas under its management in a clean and sanitary condition during all operating hours. Additionally, the Contractor shall be responsible for the daily sanitation and general housekeeping of the respective food service areas. General housekeeping shall include cleaning of all floors, all equipment, all preparation areas, and all storage and service areas. Contractor is responsible for providing trash bags for garbage collection.

6.2.6. Maintain the range hood as required, including daily cleaning.

6.2.7. Pay for the prompt off-premises removal of cooking oils and greases to the appropriate recycling facilities.

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

6.2.8. Arrange at its own expense all licenses, certificates, permits, and other approvals as mandated by law, for the establishment and operation of this College Food Concession in connection with this Agreement. Proof of an updated copy of all such licenses, certificates, permits and other approvals as mandated by law, shall be promptly furnished to the College representative. The Contractor shall provide a copy of all health department inspection reports to the College within three business days of receipt.

6.2.9. Provide effective vermin control measures in all areas of the Contractor's on-site operation.

6.2.10. Provide and install all necessary signs identifying the Food Services and the hours of service. External signage is expected to be limited. The Contractor shall not erect, maintain, or display permanent signage of any kind, nor any signage that could be disruptive to College activities. All signage must have the approval of the Orange Park Campus Director of Operations.

6.3. The College agrees to:

6.3.1. Provide the following furnishing and equipment:

- Ventilation exhaust hood/system
- Fire suppression system
- Sink

All remaining furnishings, equipment and other personal property necessary for this Food Services operation shall be installed and maintained by the Contractor. The College **shall not** be responsible for any loss or damage to the same, except for loss or damage caused by the negligent acts or omissions of employees of the College acting within the scope of their duties or employment.

6.3.2. Provide semi-annual range hood inspection and cleaning.

6.3.3. Furnish standard heat, electricity, gas, air-conditioning, and water as reasonably necessary for the Contractor to establish and operate a Campus Food Service Concession operation at no charge to the Contractor. All other utility installation and costs deemed necessary by the Contractor, including but not limited to telephone, computer or other IT service shall be the responsibility of the Contractor, the installation and maintenance of which will be coordinated with the College. The Contractor shall provide its own telephone service, if applicable. All expenses of installation and monthly charges of telephone service shall be paid by the vendor. Contractor shall work with the College's Information Technology Services representative to ensure that certain standards are maintained, if needed. Additionally, if the Contractor decides and pays for janitorial services, it should be through a contractor reasonably acceptable to the College.

6.3.4. Provide trash and garbage collection for the Contractor's on-site operation at no cost to the Contractor. Trash must be bagged and placed in the College dumpster for removal.

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

6.5. Exclusivity: The College does not give the Contractor a first right of refusal on providing food services for campus events. However, the College strongly encourages a cooperative and mutually beneficial relationship between the College Staff and the Contractor, with the focus of supporting our student population and staff with quality food services.

6.6. Hours of Operation/Access to Premises: The licensed premises shall be used only for the purpose of operating a College Campus Food Service concession. Hours and days of operation shall be determined upon mutual agreement of the parties. At a minimum, the Food Service concession shall be open 10:00 am – 2:00 pm., Monday through Fridays during the Fall and Spring terms. The College encourages the Contractor to open early with a breakfast menu as well. The Contractor will be authorized to enter the designated premises at all reasonable times during regularly scheduled business hours to gain access to its equipment for the purpose of installation, normal maintenance, and other incidental services. The College’s regular business hours are defined as 8:00 am -5:00 pm Monday – Friday with the exception of summer hours when the College is closed on Fridays. The College is also closed for several national holidays, for approximately two weeks in late December/early January for Winter Break, and for one week during March for Spring Break. If the Contractor requires access outside of the regularly scheduled business hours, then the Contractor will obtain permission/access through the Campus Security office. Upon completion of requested access, the Contractor must report out through Security to ensure facility is secured.

6.7. Guaranteed Commissions / Profit: The College **does not** guarantee the Contractor any level of revenue, sales, or earnings; nor is the College responsible for Contractor’s losses, operation, marketing, or financial obligations. By submitting a proposal, the proposer warrants that it is an independent contractor and has the necessary authority, knowledge, experience, and financial resources to enter into contracts relating to food service operations.

6.8. Contract for Services Awarded as a result of RFP: The College will form the basis of any contract arising from this RFP and will be prepared by the College Attorney. The contract preparation phase will begin at the conclusion of the RFP process. A contract based upon the terms and conditions of the RFP, any Addenda, the successful Bidders Proposal, plus any other terms or conditions which may be required by the College.

7.0 EVALUATION CRITERIA

7.1. The evaluation of proposals will be based primarily on information provided by the proposer. 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, the College will consider the factors below. Information submitted in response to required specifications under, as well as information obtained from references and/or during the presentations with the firms will be used for evaluation. This does not limit the information that may be used to evaluate each section; it merely serves as a guide.

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

Overall Plan of Operation: Describe your approach and the scope of services you will provide should your firm be awarded a contract to provide food service under this RFP. Provide any information which will provide insight about your abilities to provide the service including benefits to students and employees. The proposal must contain considerable information describing the manner in which the proposer plans to discharge its responsibilities. It is essential that proposal evaluators have a clear understanding of the operational concepts the proposer intends to apply to the College’s food service program.

Menu: Submit the menu or menus that are wholly inclusive of the products you intend to offer at the College. Nutritional information should also be included for each menu item.

Pricing: Submit a complete price list of all items to be offered for sale. The list shall include portion size as well as retail price.

Staffing Plan: Contractor shall provide qualified managers for all food service operations who will be responsible for the daily operations for the Contractor. The College reserves the right to request the removal of supervisory or other staff who, in the opinion of the College, are not meeting the needs of the College, students, faculty, patrons and staff. In such an event, a replacement for the individual(s) shall be assigned as quickly as possible. Contractor shall provide staffing for all food service operations that adequately meets the College’s requirements.

Responsiveness of Proposal: Responses will be evaluated to determine if the proposal provides a comprehensive solution based on all requirements listed within the RFP document.

CRITERIA	MAXIMUM NUMBER OF POINTS
Overall Plan of Operation	40
Menu	20
Pricing	10
Staffing Plan	20
Responsiveness of Proposal	10
Total Evaluation Score	100

7.2. Evaluation Criteria/Basis of Award: The College will organize an evaluation committee who will review responsive proposals submitted. The committee will meet in a public evaluation meeting and assign evaluation points for each criterion as defined above. The committee will then conduct reference checks of finalists and optionally schedule an interview and/or demonstration and/or site visits with all finalists or not, as deemed in the College’s best interest. If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. The College then will begin negotiations with the next ranked proposer until a satisfactory contract can be negotiated and entered into.

8.0 REQUIRED FORMS

8.1. PROPOSAL COVER SHEET: Proposer must complete all information requested on the PROPOSAL COVER SHEET. The Proposal Cover Sheet is to be the first page of the proposer's response.

8.2. PROPOSED PLAN: Use whatever format best suits your needs, but ensure you give the College enough information to adequately evaluate your plans in each of the following areas; Overall Plan of Operation, Staffing Plan, Menu, Pricing.

8.3. NON-DISCRIMINATION IN EMPLOYMENT FORM: St. Johns River State College does not discriminate against any person in its programs, activities, policies or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

8.4. PUBLIC ENTITY CRIMES FORM: Vendors convicted of a public entity crime may not submit an 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, as per State of Florida Statute 287.133 (2) (a). The proposer must acknowledge compliance with this statute and its intent.

8.5. DRUG-FREE WORKPLACE 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.

8.6. INDEMNIFICATION AGREEMENT: The vendor agrees to indemnify, defend and hold harmless SJR State College, its District Board of Trustees, its officers, employees, agents and other representatives, individually and collectively from and against any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the vendor. For our purposes, claims/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, 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

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

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 Indemnification Agreement.

8.7. 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.

8.9. 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 employees 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 employees 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.

8.9. ADDITIONAL INFORMATION OR SERVICES: In addition to the required information, 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.

Proposal Forms to Follow this Page

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 (PROPOSER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.

Required one (1) original hard copy, (5) five duplicate copies and provide one (1) USB drive of each of the following:

- Proposal Cover Sheet
- Proposed Plan
- Vendor Business Profile
- IRS Form W-9
- Non-Discrimination in Employment Form
- Public Entity Crimes Form
- Drug-Free Work Place Certification
- Hold Harmless and Indemnification Agreement
- References
- Legal Issues
- Copy of License to do business in the State of Florida
- *Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable
- *Additional information – if applicable

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

PROPOSAL COVER SHEET

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the College.)

Failure to sign this form may result in your proposal being deemed as "Non Responsive".

LEGAL NAME OF BIDDER: _____

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) _____

PROPOSED PLAN

Use whatever format works for you, but ensure you give the College enough data in each of the following categories to evaluate your proposal fully.

Overall Plan of Operation: Describe your approach and the scope of services you will provide should your firm be awarded a contract to provide food service under this RFP. Provide any information which will provide insight about your abilities to provide the service including benefits to students and employees. The proposal must contain considerable information describing the manner in which the proposer plans to discharge its responsibilities. It is essential that proposal evaluators have a clear understanding of the operational concepts the proposer intends to apply to the College's food service program.

Staffing Plan: Contractor shall provide qualified managers for all food service operations who will be responsible for the daily operations for the Contractor. The College reserves the right to request the removal of supervisory or other staff who, in the opinion of the College, are not meeting the needs of the College, students, faculty, patrons and staff. In such an event, a replacement for the individual(s) shall be assigned as quickly as possible. Contractor shall provide staffing for all food service operations that adequately meets the College's requirements.

Menu: Submit the menu or menus that are wholly inclusive of the products you intend to offer at the College. Nutritional information should also be included for each menu item.

Pricing: Submit a complete price list of all items to be offered for sale. The list shall include portion size as well as retail price.

Financial benefit/burden: Submit a complete and detailed proposal explaining the financial benefit or burden to the college.

Vendor Business Profile

Vendor should complete all requested information as indicated by the 'grey' boxes

Identification Information:			
Vendor Name (Legal Name & d/b/a):			
Corporate Address:		Phone Number:	
City, State & Zip Code:		Fax Number:	
Remit to Address:		Email Address:	
City, State & Zip Code:		Web Address:	

Contact Information:			
Name:		Phone Number:	
Title:		Email Address:	

Vendor Information:			
1. Describe the type of business or service provided:			
2. Is the vendor a 1099 recipient?			
3. List the Appropriate Federal Tax Classification (Sole Proprietor, C-Corp, S-Corp, Partnership, LLC, Other)			
4. Is the vendor at least 51% owned, controlled and actively managed by a minority person?			
If yes to #4, submit the State of Florida MBE/WBE Certification Number			
If yes to #4, list the appropriate minority classification: (African American, Hispanic, Asian American, Native American, American Woman, Service Disabled Veteran)			
5. Conflicts of Interest: List any state employee who owns, directly or indirectly, an interest of five percent or greater in the firm or any of its branches			
6. List the officers of the corporation, partners or principal members of the firm and their titles	Name/Title		
	Name/Title		
	Name/Title		
	Name/Title		
<p>It is the sole responsibility of the vendor to promptly notify SJR State College with any and all changes to this application. Certification: I certify that the information supplied herein (including all attachments) is correct to the best of my knowledge. I further certify that in doing business with the State of Florida, my firm is in compliance with Chapter 112, Florida Statutes, conflicts of interest and that I have disclosed the name of any state employee who owns, directly or indirectly, an interest of five percent or greater in the above firm or any of its branches. All vendors are required to complete this form in its entirety. The vendor is required to submit a valid tax form (W-9) along with the completed Vendor Business Profile Form to the purchasing department.</p>			
Name of Person Completing Form:		Date:	

INSTRUCTIONS FOR W-9 FORM:

Contractors can obtain the W-9 Form and Instructions by visiting: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

The W-9 form is requested to be completed and returned with your RFP proposal submittal:

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.	
Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> </tr> </table>		-		-					
	-		-						
or									
Employer identification number									
<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> </table>		-							
	-								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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: _____ By: _____
Legal Name of Proposer/Company Signatory's Name & Title

By: _____ Date: _____
Signature

Public Entity Crimes

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 number: RFP-SJR-20-2016. This sworn statement is submitted to SJR 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 _____ 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____.

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

Title

Printed Name

Date

St. Johns River State College

RFP No: RFP-SJR-03-2022

RFP Name: Food Service Provider (Orange Park Campus)

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- 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 _____ 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 Signature

Notary Public Seal

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: _____

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: _____

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: _____

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.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.
Pending Litigation: (please attach additional documentation if needed)

- 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.

Signature

Title

Printed Name

Date