



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

## Request for Proposal

PROPOSAL No.: **RFP-SJR-11-2022**

PROPOSAL NAME: Thrasher-Horne Center  
Concession Services

PROPOSAL DUE: **Tuesday, August 9, 2022 @ 2:00pm EST**  
Business Office, Palatka Campus

**St. Johns River State College**

**RFP No: RFP-SJR-11-2022**

**RFP Name: Thrasher-Horne Concession Services**

1.0 INTRODUCTION

2.0 GENERAL TERMS AND CONDITIONS

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**1.0 INTRODUCTION**

1.1. St. Johns River State College serves students in Putnam, St. Johns and Clay counties. SJR State is issuing this Request for Proposal to identify a qualified contractor who can provide the College the best combination of **Professional Concessionaire Services** and overall best total value to the Thrasher-Horne Center.

1.2. The Thrasher-Horne Center is located on the Orange Park campus of St. Johns River State College and presents the very best of professional music, theater, dance, and meeting space. Opened in 2004, Thrasher-Horne Center is owned and operated by St. Johns River State College. This venue is a state-of-the-art facility which strives to serve diverse audiences of all ages in Northeast Florida. Thrasher-Horne Center is unique to the Northeast Florida community because it places an emphasis both on large scale entertainment on the main stage as well as business meetings and community receptions held in the conference center.

The Center has hosted hundreds of events since its inception, including nationally touring musicians and performers, Broadway Musicals, and a variety of other cultural offerings. In addition to the 1,728 seat Main Stage Theater, the Thrasher-Horne Center boasts a 220 flexible-seat Studio Theater, two Visual Arts Galleries, a full Dance Studio, Scene Shop, and modern dressing rooms with full artist amenities. Our conference center, with over 6,600 sq ft of rental space, is divided into six flexible multipurpose rooms with a spacious foyer entry, a full catering warming kitchen, and direct access to our Studio Theater for additional accommodations.

1.3. SJR State 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.

1.4. 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 and Auxiliary Services Specialist and shall be final. Questions and requests for clarifications should be directed in writing to Lesley Foster via email at [LesleyFoster@sjrstate.edu](mailto:LesleyFoster@sjrstate.edu), and will be accepted until the deadline listed in paragraph 4.0 of this RFPL. Replies will be issued by return email to the originator and included as addenda to this document.

1.5. 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 proposal, bid, or reply 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, the proposer certifies compliance with FS 287.133.

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## 2.0 GENERAL TERMS AND CONDITIONS

2.1. All Proposers submitting a response to this RFP understand and agree that the affirmative act of submitting a response constitutes acceptance of 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 it is not in the best interests of the College.

2.2. RFP DATE AND TIME: **All PROPOSALS must be delivered to the SJR State Purchasing Department, Palatka Campus Business Office, before 2:00pm on August 9, 2022.** All proposals must be in a **SEALED** package. Indicate your company name and the RFP number on the outside of your **SEALED** envelope to assist the College in identifying your proposal. Proposals received after due date/time will not be accepted. Proposals cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that may cause a proposal 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. Proposal packages must include one (1) original copy and five (5) duplicate copies. Original document must be marked "ORIGINAL" and must have original signatures.

### ADDRESS FOR RFP'S

Proposals may be mailed, or hand delivered to:

St. Johns River State College  
Purchasing & Auxiliary Services Specialist  
Office of Business Affairs, Building "A"  
5001 St. Johns Ave  
Palatka, Florida 32177

2.3. PUBLIC PROPOSAL OPENING: St. Johns River State College will conduct a Public Proposal opening as noted in Paragraph 4.0. Sealed 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 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.

2.4. POSTING OF RECOMMENDATION OF AWARD: The College's recommendation of award will be posted to [www.sjstate.edu/purchasingdept.html](http://www.sjstate.edu/purchasingdept.html)

2.5. IDENTICAL OR TIED PROPOSALS: The decision for the award of tied 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. If still tied, pursuant to HB 687 and FS

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287.057(12) the College shall give consideration to Service-Disabled Veteran Owned businesses certified by the State Department of Management Services to break a tie RFP, and award to a certified Service-Disabled Veterans owned businesses when all other things are equal.

2.6. PROTESTS: Protests shall be served to Dr. Lynn Powers, Vice President for Finance and Administration/Chief Financial Officer, and Lesley Foster, Purchasing and Auxiliary Services 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 Lesley Foster at 386-312-4167. RFP 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 SJRSC 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 proposer 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 Proposer 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 Contractor 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 SJR State. Any purchase order issued pursuant to this solicitation and any monies which may become due thereunder are not assignable except with the prior written approval of the College.

2.10. AWARD: The College reserves the right to reject any portion or all proposals, to resolicit proposals or not and to waive informalities as deemed in the best interest of the College. The College reserves the right to issue to proposers Request for Information (RFI's), to solicit best and final offers from all finalist firms and or to negotiate a satisfactory award of any portion(s) of this RFP with the top ranked firm. If this proposal requests prices for multiple items. The College reserves the right to award the proposal, by item, to the Proposer(s) which, in the sole discretion of the College, is the most responsive and responsible Proposer(s), price, qualifications and other factors considered for that item. The issuance of a purchase order constitutes a binding contract.

2.11. BRAND NAME OR EQUALL:(As used in this paragraph, the term "brand name" includes identification of supplies by make and model.) If the items called for herein have been identified

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in the Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory if they meet the listed essential requirements. Proposals offering "equal" products will be considered for award, if allowed by the proposals/Special Conditions and if such products are clearly identified and are determined by the college to be equal in all material respects to the brand name products listed in the specifications. Unless the Proposer indicates in his proposal that he is offering an "equal" product, his proposal shall be considered as offering a brand name product identified in the specifications.

**2.12. COMPLIANCE WITH SPECIFICATIONS:** When formal specifications are referenced in the solicitation, insertion of brand names or makes and model numbers by the Proposer will be understood to mean that the product offered fully complies with such specifications unless the Proposer specifically states otherwise.

**2.13. CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new (current production model) at the time of the solicitation unless otherwise stipulated in the solicitation. All containers shall be suitable for storage or shipment. Proposal prices shall include standard commercial packaging, unless otherwise stipulated in the solicitation.

**2.14. 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.

**2.15. 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.

**2.16. 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 a 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.

**2.17. E-VERIFY:** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system to verify employment eligibility of all employees hired during the term of the Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

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2.18. 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:

2.18.1. Keep and maintain public records required by COLLEGE to perform the service.

2.18.2. 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.

2.18.3. 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.

2.18.4. 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.

2.18.5. 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:

Dr. Gilbert L Evans ([gilbertevans@sjrstate.edu](mailto:gilbertevans@sjrstate.edu))

(386)312-4166

5001 ST. JOHNS AVE

PALATKA, FL 32177

2.18.6. 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.

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**2.19. RESPONSE MATERIALS:** Any material submitted in response to this RFP becomes the property of the College upon delivery to the Office of the Purchasing and Auxiliary Services and 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 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.

**2.20 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, Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

**2.20.1. SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA), Federal EPA, Florida DER and any standards otherwise stipulated in the solicitation.

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

**2.22. COOPERATIVE PURCHASE AGREEMENT:** The college has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Section 1010.04, Florida Statutes. As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c), and with the consent and agreement of the successful Respondent(s)/Proposer(s), purchases may be made under this RFP/RFP Solicitation by other State of Florida community/state colleges, state universities, district school boards, political subdivisions, and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the RFP/RFP solicitation document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the RFP/RFP solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful Respondent(s)/Proposer(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No other state agency receives any liability by virtue of this RFP/RFP and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-RFP any or all items or services.

**2.23. INSURANCE:** The awarded Contractor shall furnish a current Certificate of Insurance to the College's Purchasing & Auxiliary Services 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 RFP Number and be effective for the term of the contract



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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

2.24. CONTACT: All prospective proposers are hereby instructed not to contact any member of the District Board of Trustees or St. Johns River State College staff member, other than the contact person indicated in Paragraph 1.4. of this RFP, prior to contract award. Any such contact shall be cause for disqualification. Exceptions are during any Pre-Proposal meeting and if oral presentations are required.

**3.0 CONTRACT TERM**

3.1. If awarded, the successful proposer will enter into a contract with the College based on the Proposal specifications and their Proposal for an initial period of (3) years. SJR State has the option and reserves the right to extend the contract beyond the initial period for one (1) renewal period of three (3) years by mutual consent of the parties. Notice of intent concerning renewal is anticipated 60 days prior to the end of the current term. The contract, if awarded, may be cancelled without cause by either party with sixty (60) days prior written notice.



## 4.0 SCHEDULE

4.1. The following schedule is a general guideline for issuance and recommendation of award of this RFP and contract. The College may change the dates of any events, and any changes to this schedule will be posted on the webpage dedicated to this Proposal. The information can be found at: [www.sjrstate.edu/purchasingdept.html](http://www.sjrstate.edu/purchasingdept.html). Also, if you intend to submit a Proposal, please keep in touch with Lesley Foster, SJR Purchasing and Auxiliary Services Specialist, by email at [lesleyfoster@sjrstate.edu](mailto:lesleyfoster@sjrstate.edu). Our goal is to provide you as much information as possible to allow you to provide the best possible value to the College.

### Tentative Dates Scheduled

Issue RFP	Wednesday, July 27, 2022
Written questions due by 2:00 pm *submit via email <a href="mailto:lesleyfoster@sjrstate.edu">lesleyfoster@sjrstate.edu</a>	Wednesday, August 3, 2022
Proposals Due by 2:00 pm	Tuesday, August 9, 2022
Public Opening of Proposals at 2:30pm	Tuesday, August 9, 2022
Award Issued	Friday, August 12, 2022

### 4.2 Pre-Proposal Meeting

The college will **not** conduct a Pre-Proposal meeting.

4.3 Americans with Disabilities Act of 1990: If special accommodations are required in order to attend any Public Meeting, Pre-Proposal Conference, Tour of Grounds, etc., contact the Purchasing and Auxiliary Services Specialist via email at [lesleyfoster@sjrstate.edu](mailto:lesleyfoster@sjrstate.edu) or at 386-312-4065.

4.4. PUBLIC RFP OPENING: The College will conduct a public Proposal opening at 2:30, August 9, 2022. The meeting will be held on the Palatka Campus in the Valhalla Hall, A-152. The meeting is open to the public. Proposers are welcome to attend but will not have the opportunity to speak.

## 5.0 SPECIFICATIONS/SCOPE OF WORK

### 5.1. DESCRIPTION OF EVENTS

The Thrasher-Horne Center hosts numerous events each year and is seeking a business, licensed in the State of Florida to serve alcohol to the public, to provide bar service and concessions for all season presentations and select events offered by third parties renting the facility.

The Thrasher-Horne Center is accepting proposals for concessions rights for all show performances and gallery openings. The event calendar for show performances and gallery openings is dynamic.

Performances are booked, finalized, and presented year-round, with usually 20-30 performances offered to the public over the course of a year. No concessions are served at the school time Matinee series, which are offered during the weekdays to school groups and students. However, family shows on weekends and other non-school days will serve concessions. In most cases, Thrasher-Horne management will provide a minimum of 60 days' notice to the concessionaire prior to a public event where concessions will be served.

In addition to the required concessions for show performances and gallery opening events, the Concessionaire may be required to operate during certain Main Stage rental events. Our Main Stage rental events are offered the option to have concessions available, and when concessions are elected by our rental event clients, then the concessionaire shall open and operate during these events.

Also, the Conference Center does offer the availability of the concessionaire's bar service for rental clients who have interest in serving alcohol for their event. The usage of the concessionaire's bar and alcohol service is only an option among other recommended vendors to the Conference Center rental clients. Any agreed upon service will be an agreement between the Concessionaire and the interested client. These events take place in the Conference Center, so the concessionaire will need the ability to mobilize their alcohol service and the appropriate licensing within the defined Conference Center rental area.

#### **5.1.1. CONCESSIONS**

The concessions, consisting of beer, wine, mixed drinks, water and a variety of sodas, candy bars, cookies, etc. will be offered for sale to the Guests 60-90 minutes before show time, during the show as well as at intermissions (if any), as may be determined from time to time on a per show basis. Menus and pricing may be changed from event to event as mutually agreed by the Center management and the concessionaire. Food items should be snack size and no plated food shall be offered for sale. The Center facility has specific concession areas on the lobby ground floor and the lobby upper floor to accommodate staff for providing these services. Existing equipment includes an ice maker, microwave, counter space, storage space, and water supplied sinks at each concession site. The concessionaire is invited to suggest alternative points of sale to increase concession distribution.

#### **5.1.2. HOUSE POLICY REGARDING CONCESSIONS**

Guests are permitted to bring their beverages and snacks into the house or seating area of the venue for most shows and concerts. Occasionally, artists and/or Thrasher-Horne Center management may restrict this policy. Management requires that lids be supplied for drinks to avoid possible spillage by Guests as they move to their seats. There are no cup holders at the seats in the house. No glass bottles (or glass of any kind) are permitted in the house. Only plastic, aluminum, or in the case of juice boxes, cardboard beverage containers are permitted.

#### **5.1.3. CIRCLE CLUB CATERING**

The Thrasher-Horne Center offers complimentary hors d'oeuvres to its members (donors) at certain levels along with a private cash bar. The Circle Club is located in our two visual art galleries in the lower level of our grand lobby. The Concessionaire shall provide a dedicated private cash bar within the Circle Club for all events that the Club is opened. The complimentary

hors d'oeuvres will be provided by a third-party agreement arranged by the Center management. The Circle Club may rotate to different areas around the Thrasher-Horne Center facility.

#### **5.1.4. TRASH AND CLEANING**

Successful Respondent shall be responsible for the removal of all wet and dry trash generated by its use of concession areas at the Center. All trash shall be deposited at the locations designated by the Center. Successful Respondent has full responsibility for sanitation in all concession areas. Successful Respondent shall be responsible for cleaning floors, walls up to six feet above floor level, equipment, and counters. Successful Respondent is responsible for providing all cleaning equipment and supplies necessary to complete cleaning responsibilities.

#### **5.1.5. REQUIRED INVENTORY**

Inventory storage does exist in the Upper Lobby within a closet. The Successful Respondent will have access to this closet and receive a key for the storage area. Receipt and tracking of inventory are the respondent's sole responsibility.

#### **5.1.6. SIGNAGE**

Successful Respondent shall bear the costs and expense for all signage and production of menus. The Center shall have the absolute right to deny or to remove any signage of the Successful Respondent.

#### **5.1.7. OPTIONAL CONTRACT ELEMENT**

Circle Club Food Service: As outlined in the RFP, our Circle Club offers complimentary hors d'oeuvres to its members (donors) along with private bar service. The Center's management intentions are to supply the hors d'oeuvres through a third-party food service agreement. However, if the respondent has the capability to offer the food service function for the hors d'oeuvres then it may be a contract optional element. This option, including pricing and food selection, must be mutually agreed upon by the Center management and concessionaire.

#### **5.2. LICENSE(S)**

Respondents must be eligible to obtain a liquor license from the Florida Division of Alcoholic Beverages. Successful Respondent shall apply for the concessionaire liquor license(s) necessary for the service of liquor at the Thrasher-Horne Center that will be managed by the Successful Respondent. Respondent must have a valid license to do business in the State of Florida. Successful Respondent will be responsible for all fees and compliance requirements as outlined by the State of Florida.

#### **5.3. ERRORS AND OMISSIONS**

Proposers 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 and Auxiliary Services Specialist in writing who will issue written instructions to be followed. Proposers are responsible for the contents of their proposal and for satisfying the requirements set forth in the bid specifications.

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#### **5.4 EQUIPMENT/MATERIALS/LABOR**

IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL PROPOSER TO SUPPLY ALL MATERIALS, TOOLS, NECESSARY LABOR, ETC. FOR THE WORK TO BE PERFORMED AS SPECIFIED.

#### **5.5 INTERROGATORIES**

Information to be included in your response to this RFP-SJR-11-2022 **shall** include, at a minimum, a detailed response to **all** the following interrogatory questions. Failure to fully answer **all** questions/inquiries will cause your RFP submittal to be considered non-responsive. **The College evaluation committee will evaluate responsive written proposals submitted** using evaluation criteria defined herein and subject to administrative approval, negotiate with the top ranked firm and a mutually agreed to contract.

#### **6.0 Evaluation Criteria**

0-20 Points Company Experience

0-20 Points Quality of Products, Service and Presentation

0-30 Points Financial Proposal

0-30 Points Proposed concession Distribution plan

#### **Company Experience**

The committee's evaluation will include reference to the proposers' experience as a concessionaire and related business activity, specifically any unique qualifications providing bar and concession services to the public at entertainment venues. The committee will assign up to 20 points to proposers based on the degree of their unique qualifications and related experience. The committee may consider the number of years the proposer has been in business, its client list, both historic and current, and the relevant historic work experience as it relates to the Thrasher-Horne Center in size and scope. (0 – 20 points)

#### **Quality of Products, Service and Presentation**

The committee's evaluation will include the brands of beverages and products sold, sample menu proposed, menu signage, placement, concession layout, uniforms or attire of proposer's employees, cups, glasses, point of sale systems and other items which reflect a service representing first class service at one of Northeast Florida's finest venues. The committee will assign up to 20 points based on the breath of scope of services proposed meeting or exceeding RFP specifications. The committee will assign up to 20 points based on the breath of scope of services proposed meeting or exceeding the RFP specifications (0-20 points)

#### **Financial Proposal**

The committee's evaluation will include the potential financial earnings from the proposers. How each proposer intends to compensate the college for the opportunity to provide profitable services to the Thrasher-Horne Center's customers. The committee will balance potential financial earnings against value to the Center's customers, proposed menu pricing and overall presentation. The committee will look for the best overall value for the College. The committee will assign up to 30 points for this category. (0-30 Points)

### **Proposed Concession Distribution Plan**

The committee's evaluation will consider the proposers' concepts and ideas regarding increase point of sale locations at Thrasher-Horne Center. The concessions counter does not need to be the only locations where beverage and snacks are sold. The committee will assign up to 30 points in this category as it evaluates the proposers' ideas and plans in maximizing sales during pre-show sales, during shows and intermissions. (0 – 30 points)

### **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 herein. The committee will then total up each proposers' points to determine which proposer would be considered a finalist. The committee would 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.

Recommendation ranking of proposers for this contract will be to that proposer scoring the overall highest evaluation points.

The College reserves the right to negotiate with the top ranked proposer a satisfactory contract, as deemed in the College's best interest. If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. The College then would begin negotiations with the next ranked proposer until satisfactory contract can be negotiated and entered.

## **7.0 REQUIRED FORMS**

**7.1. RFP CHECKLIST:** This form is provided for the convenience of the proposer. Not required to be submitted.

**7.2. RFP COVER SHEET:** Proposer must complete all information requested on the RFP COVER SHEET provided in Section 7.0 Forms. The RFP Cover Sheet is to be the first page of the proposer's response.

**7.3. COMPREHENSIVE RFP/Interrogatories:** Ensure you give the College enough information to adequately evaluate your complete RFP to include the following:

### **PROPOSED OVERALL & STAFFING PLAN**

**Overall Plan of Operation:** Describe your approach and the scope of services you will provide should your firm be a contract to provide concessionaire 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 way 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 Thrasher-Horne Center's concession.

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**Staffing Plan:** Contractor shall provide qualified Managers for all concession 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 concession operations that adequately meets the College's requirements.

## **SAMPLE MENU & PRICING DATA SHEET**

**Menu:** Submit the menu or menus that are wholly inclusive of the products you intend to offer at the Thrasher-Horne Center concession. 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.

**Commission Schedule:** Please provide detailed information stating the commission schedule based on the sample menu.

## **7.4. VENDOR BUSINESS PROFILE**

### **7.5. IRS W-9**

**7.6. 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.

**7.7. PUBLIC ENTITY CRIMES FORM:** Vendors convicted of a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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.

**7.8. DRUG-FREE WORKPLACE CERTIFICATION:** Whenever two or more Proposals 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 Proposal received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process.

**7.9. 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

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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 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 Proposal and the contract executed in connection with the Proposal. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

**7.10. 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 RFP. Please provide a minimum of three references and a maximum of five.

**7.11. 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
- B. Adverse effect on the ability of the proposer or any of its employees to perform their obligations as stated in their response.
- C. 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.

**7.12. COPY OF LICENSES TO DO BUSINESS AND SELL CONCESSIONARY ALCOHOL IN THE STATE OF FLORIDA.**



**St. Johns River State College**

**RFP No: RFP-SJR-11-2022**

**RFP Name: Thrasher-Horne Concession Services**

**RFP Forms to Follow**

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**7.1. RFP CHECKLIST**

**THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A RFP AND MAY BE USED TO ENSURE THAT SECTIONS OF THE RFP/RFP ARE PROPERLY COMPLETED AND RETURNED. THIS FORM (PROPOSER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.**

Required; one (1) original hard copy, five (5) duplicate copies of each of the following:

- RFP 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(s) to do business in the State of Florida
- \*Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable
- Additional Information

**7.2. RFP COVER SHEET**

ANTI-COLLUSION STATEMENT: The Proposer by signing and submitting a RFP has not divulged to, discussed or compared his/her RFP with any other Proposers and has not colluded with any other Proposers or parties to a RFP 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 RFP and the Proposer 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 PROPOSER: \_\_\_\_\_

TAX ID NUMBER: \_\_\_\_\_

MINORITY BUSINESS ENTERPRISE  
TYPE & NUMBER: (if applicable): \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

BY: SIGNATURE (Print): \_\_\_\_\_

BY: SIGNATURE (Sign): \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: (if available) \_\_\_\_\_

**7.3. RFP PLAN/Interrogatories**

Contractor Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

The committee evaluation will include reference to your company's past experience and unique qualifications providing concession services to the public at entertainment venues. The committee will assign up to 20 points to proposers based on the degree of their unique qualifications and "related" past experience. (0 - 20 points)

Describe below a brief overview of your company's unique qualifications. (use additional pages, as needed).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe any past or current history providing services to another higher education agency (use additional pages, as needed).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Interrogatories**

How many employees do you have within 30 miles of our campus located at 283 College Dr. Orange Park, FL 32065? \_\_\_\_\_

List any subcontractors that will provide on campus services: \_\_\_\_\_

**Scope of Services Evaluation**

Include a proposed detailed timeline that includes major milestones for projected completion estimations.

Does your proposal fully comply with all RFP requirements? Yes \_\_\_ or No\_\_\_; If no, please describe

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At the conclusion of the interrogatories above:

- (1) Overall Plan of Operation
- (2) Staffing Plan
- (3) Sample Menu, Pricing and Commission Schedule

**7.4 Vendor Profile**

**Vendor Business Profile**

Vendor should complete all requested information as indicated by the 'white' 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:	

**7.5. W-9**

**IRS W-9**

**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 submittal:

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the          requester. Do not          send to the IRS.</b>
Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only <b>one</b> 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) ▶ _____ <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
<b>OR</b>				
<b>Employer identification number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**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-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, later.*

**7.6. 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



**7.7. 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 RFP. 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 RFP 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 RFP’s or applies to RFP 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.

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\_\_\_\_ 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\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

Notary Seal

**7.8. DRUG-FREE WORK PLACE CERTIFICATE**

Whenever two or more RFP's 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 RFP 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 proposers/vendors have a Drug-Free Workplace Program, the award of an identical tie RFP shall be decided on the flip of a coin.

In order to have a Drug-Free Workplace 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 workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2.) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3.) Give each employee engaged in providing the commodities or contractual services that are under RFP 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 the Proposal, 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 workplace through implementation of this section.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**7.9. 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 the Proposal, and 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

**7.10. 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: \_\_\_\_\_

**7.11. 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)

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- 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.

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Signature

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Title

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Printed Name

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Date