



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

# **Request for Proposal**

## **RFP-SJR-07-2023**

# **Snack and Beverage Vending Services**

**BIDS DUE**

**2:00 P.M. Friday, September 29<sup>th</sup>, 2023**

St. Johns River State College  
RFP-SJR-07-2023  
Snack and Beverage Vending Services

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### **1.0 Introduction and Background**

St. Johns River State College (hereafter referred to as “College”) is seeking to retain a qualified firm with proven experience in the management and operation of snack and beverage vending services on our three campus locations. The contract for this RFP will be awarded to the vendor who best meets the needs of the College.

The College has three campus locations: Orange Park, Palatka, and St. Augustine. Our campus populations are as follows: Orange Park has 1,428 students, Palatka has 635 students, and St. Augustine has 1,342 students enrolled as of fall of 2023. These numbers exclude the faculty and staff that also use the machines. Each of our campuses has day and evening classes, so the snack and beverage vending machines must be capable of continuously supplying the College community. To further meet the needs of our students, the vending machines shall offer a variety of snacks and drinks to include a minimum of fifty percent (50%) of the products as healthy snack and beverage options which include low calorie, low sugar, and low fat with some dairy and gluten free options.

### **1.1 BID Info**

Sealed bids for St. Johns River State College RFP-SJR-07-2023, Snack and Beverage Vending Services will be accepted at the St. Johns River State College Purchasing Office, Florida, **until 2:00 P.M. (local time) Friday, September 29<sup>th</sup>, 2023.**

#### **PLACE FOR RECEIVING BIDS**

Bids may be mailed to:  
Purchasing Department  
St. Johns River State College  
c/o Purchasing Department  
5001 St. Johns Ave  
Palatka, Florida 32177

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

All bids must arrive and be date/time stamped by a Purchasing Department representative prior to the specified bid date/time. Bids received after that time **will not be accepted**. Bids cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that cause a bid to arrive at the Business Office, Building “A” after the designated bid opening date/time. Bids that

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are mailed must be clearly marked on the outside of the envelope:

RFP-SJR-07-2023, Snack and Beverage Vending Services  
St. Johns River State College

Bids will be opened in a public meeting as referred to in the 2.0 Schedule.

#### BID PACKAGE

Interested bidders may obtain an RFP Package by downloading it from the dedicated RFP webpage located at <https://www.sjrstate.edu/purchasingdept> . Information and notices regarding this RFP will be posted on the web page dedicated to the RFP. Respondents are required to consult the web page during the entire RFP process. Other options for obtaining an RFP package include the following:

By email: LesleyFoster@sjrstate.edu

By USPS: Request sent certified mail to:

Purchasing Department  
St. Johns River State College  
5001 St. Johns Ave  
Palatka, Florida 32177

Walk-in Pick Up:

St. Johns River State College  
Purchasing Department  
Room T-0116  
5001 St. Johns Ave  
Palatka, Florida 32177

#### ELIGIBLE BIDDERS

Eligible bidders are defined as those bidders who are not excluded from bidding according to the Federal Government's Excluded Parties List ([www.epls.gov](http://www.epls.gov)) or by Section 287.133, Florida Statute.

#### RFP AWARD

The College reserves the right to reject any or all proposals, and/or accept that proposal that is in the best interest of the College. The College will make public this RFP notice for a minimum of two (2) weeks and will make the RFP package available to bidders during that time.

#### RIGHT TO WAIVE IRREGULARITIES AND TECHNICALITIES

St. Johns River State College reserves the right to waive minor irregularities and/or technicalities associated with this solicitation. The Director of Purchasing and Auxiliary Services shall be the final authority regarding waivers of irregularities and technicalities.

#### **1.2 Applicable Law**

The successful Proposer shall comply with all federal, state, and local laws, rules, and regulations ("Laws") applicable to the RFP, the contract executed in connection with the RFP, and the provision of services under the RFP. The term "Laws" as used in this provision shall be deemed to include all laws which are specifically applicable to the College, as a political subdivision of the State of Florida and an educational institution. The parties hereby irrevocably submit that any suit, disputes, actions,

or proceedings arising from, or in connection with, the contract shall be determined by the jurisdiction of any State court in Putnam County, State of Florida.

## 2.0 Schedule

The following schedule is a general guideline for issuance, evaluation, and recommendation of award of this RFP and issuance of the contract. The College may change the dates of any events of this RFP and the issuance of the Contract. Any changes to this schedule will be posted on the web page dedicated to the RFP located at <https://www.sjstate.edu/purchasingdept>.

### RFP Schedule

Issue RFP	Friday, September 1 <sup>st</sup> , 2023
Written questions due by 2:00 pm	Friday, September 15 <sup>th</sup> , 2023
*submit via email <a href="mailto:LesleyFoster@sjrstate.edu">LesleyFoster@sjrstate.edu</a>	
<b>Proposals Due by 2:00 pm</b>	<b>Friday, September 29<sup>th</sup>, 2023</b>
<b>RFP Public Opening, 2:30pm</b>	<b>Friday, September 29<sup>th</sup>, 2023</b> Valhalla Hall, Building A
Evaluation Committee Meeting 1	Monday, October 2 <sup>nd</sup> , 2023, 1:00pm, Valhalla Hall, Building A
Top 2 Vendor Presentations*	Tuesday, October 3 <sup>rd</sup> at 1:00pm & 2:00pm B-34, Building B
Evaluation Committee Meeting 2*	Wednesday, October 4 <sup>th</sup> , 2:00pm Valhalla Hall, Building A
Intent To Award	Friday, October 6 <sup>th</sup> , 2023.
Protest Period	October 9 <sup>th</sup> -11 <sup>th</sup> , 2023
Bid Award Notification	Thursday, October 12 <sup>th</sup> , 2023.

\*Presentations will only occur if desired by the Evaluation Committee. Presentations, if desired, will be held on Tuesday, October 3<sup>rd</sup> at 1:00pm and 2:00pm in B-34 in the B Building of the Palatka Campus. At the conclusion of Evaluation Committee Meeting 1, the team will decide if presentations are needed for additional informational purposes or for clarification of the information contained within the written submitted proposals. If presentations are requested, the top 2 vendors will be invited to participate. Regardless of the Evaluation Committee Team's decision of whether or not to hold presentations, notice will be published on the RFP's dedicated webpage located at <https://www.sjstate.edu/purchasingdept> immediately following the Evaluation Meeting 1. Evaluation Committee Meeting 2 will only take place based on determined need following Vendor Presentations.

## 2.1 Contract Term

If awarded, the successful bidder will enter into a contract with the College based on the RFP specifications on or about December 15<sup>th</sup>, 2023, or a mutually agreed upon time between the awarded Vendor and the College. The initial term of the agreement will be for 2 (two) years with 2 (two) possible 2 (two) year renewals upon mutual agreement of the contractor and College. The contract, if awarded, may be cancelled without cause by SJR State College with 30 days prior written notice to the awarded bidder.

## 3.0 Evaluation Committee Meetings

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

The Bid Opening and Evaluation Committee Meetings will be held in Valhalla Hall in Building A of 5001 St. Johns Ave, Palatka, FL 32177. Any changes to the meeting schedule will be publicized on the RFP's dedicated webpage located at: <https://www.sjrstate.edu/purchasingdept>.

#### **4.0 Proposal Instructions**

**4.1 Form of Proposer Response** - Please provide one (1) original and (4) copies of the proposals in a sealed envelope. Proposer's Response to RFP shall be submitted to the Purchasing Department, no later than 2:00 pm (EST) on Friday, September 29<sup>th</sup>, 2023. Sealed proposal responses shall be submitted to the Purchasing Department, St. Johns River State College, Business Office, Building "A", located at 5001 St. Johns Ave Palatka FL 32177 before proposal deadline of 2:00 p.m. or they will not be accepted. Proposals are to be in sealed envelopes labeled RFP-SJR-07-2023 Snack and Beverage Vending Services. It is the sole responsibility of the proposer to assure that the proposal is delivered according to the terms of this section. **No copies of the response to the RFP shall be submitted to any other office or department of the College.**

#### **4.2 Questions Deadline**

Questions concerning this Request for Proposal shall be directed to: [LesleyFoster@sjrstate.edu](mailto:LesleyFoster@sjrstate.edu) and to no other person or department at the College. Questions and requests **must** be in writing via email and **must** be received no later than **Friday, September 15<sup>th</sup>, 2023, before 2:00p.m. EST.**

#### **4.3 Rules, Regulations, and Requirements**

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

#### **4.4 Modifications of Proposal**

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

#### **4.5 Protest of Intent to Award**

A Notice of Intent to Award this RFP will be posted on the RFP's dedicated web page located at <https://www.sjrstate.edu/purchasingdept>. In the event an unsuccessful Proposer desires to protest the College's notice of Intent to Award to award or reject a proposal, that Proposer shall be required to comply with the **St. Johns River State College's RFP Protest Procedure**, a copy of which is available from the Purchasing and Auxiliary Services Specialist or the Director of Purchasing and Auxiliary Services. The Proposer will file the notice of protest with the Purchasing and Auxiliary Services Specialist or the Director of Purchasing and Auxiliary Services, in writing, within seventy-two (72) hours of the posting of the intent to award. Failure to file a protest that complies with Section 120.53(5), Florida Statutes, within the time prescribed herein shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

#### **4.6 Contact with the College Personnel/Cone of Silence**

Questions concerning this RFP must be directed in writing, by email to: Lesley Foster at [LesleyFoster@sjrstate.edu](mailto:LesleyFoster@sjrstate.edu).

Please provide the following information when submitting your questions:

- RFP number
- General Contractor / Company name
- Address
- Telephone number
- Email address
- Proposer's name
- Number of pages being faxed or submitted
- Specific questions or comments

Contact only [LesleyFoster@sjrstate.edu](mailto:LesleyFoster@sjrstate.edu) for any questions pertaining to the RFP. Contacting the college's personnel or members of the college's district board of trustees, either directly or indirectly, regarding this RFP, the selection process, or any attempt to further a proposer's interest in being selected, will result in the proposer being disqualified.

## 5.0 Required Information

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

### 5.1 Proposals

**Provide one (1) original and four (4) copies.** Proposals are to be in a sealed envelopes and labeled RFP-SJR-07-2023 Snack and Beverage Vending Services and delivered to: St. Johns River State College, 5001 St. Johns Ave Palatka FL 32177, Business Office, Building "A". Packages must be received no later than Friday, September 29<sup>th</sup>, 2023, at 2:00p.m. EST.

### 5.2 Required Forms

#### 5.2.1 Proposal Cover Sheet

Proposer must complete all information requested on the PROPOSAL COVER SHEET provided in Section 8.0 Forms. The Proposal Cover Sheet is to be the first page of the proposer's response.

5.2.2 Non-Discrimination in Employment Form in Section 8.0 Forms- Complete all the required information.

#### 5.2.3 Public Entity Crimes Form

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### 5.2.4 Drug-Free Workplace Certification

FS 287.087 Preference to businesses with drug-free workplace programs.—Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

#### 5.2.5. 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 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.

### **5.5 Additional Information or Services**

The Proposer may include any additional information which may be helpful to the College in analyzing the Proposer's ability to provide the desired service, as noted in this RFP.

### **5.6 References**

Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. The 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.

## 5.7 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.
  
- 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.

## 5.8 Cost

Please complete the cost sheet labeled “**Attachment “A”**” including at least 15 items that are name brands and are well recognizable by most consumers.

## 5.9 Proof of Insurance

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

### 5.10.1 Minimum Insurance Requirements Schedule

Policy:	Workers Compensation		
Coverage:	WC Statutory Limits		
	Employers Liability -	\$500,000	Each Accident
		\$500,000	Disease – Each Employee
		\$500,000	Disease – Policy Limit

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	



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

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

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

\*All Policies should be Occurrence Form Only

\*Comprehensive General Liability, Automobile Liability & Excess/Umbrella policies add School as Additional Insured

\*All policies should have Best Rating of A X or better.

## **6.0 Evaluation/Rejection of Proposals**

### **6.1 Evaluation Committee Meetings**

An Evaluation Committee will review the proposals and will make a recommendation for award. The recommendation of the Evaluation Committee will be based on the proposals submitted.

### **6.2 College Options**

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

### **6.3 Evaluation Criteria**

The evaluation of proposals will be based primarily on information provided by the proposer; therefore, care should be taken to provide as much information as necessary to respond to all sections of the RFP fully and completely. In the evaluation of the responses to this RFP the College will consider several factors. These factors will include, but may not be limited to, the criteria listed below. Information submitted under Section 7.0 of this RFP as well as information obtained from references and/or during the presentations with the firms will be used for evaluation. Proposals will be scored based on a point system with the maximum number of points available for each criterion as listed on the evaluation form. Each criterion in section 7 may also be used to evaluate RFP's. This does not limit the information that may be used to evaluate each section; it merely serves as a guide.

\*Presentations will only occur if desired by the evaluation committee. However, all Proposers will need to be available on these dates if the Evaluation Team requires presentations. Presentations, if desired, will be given on October 3<sup>rd</sup> at 1:00pm and 2:00pm should the Evaluation Team Committee decide presentations are needed for additional informational purposes or for clarification of the information contained within the written submitted proposals. If presentations are requested, the top 2 vendors will be invited to participate. Regardless of the evaluation committee team's decision to

hold or not to hold presentations, notice will be published on the RFP's dedicated webpage located at <https://www.sjstate.edu/purchasingdept> immediately following the Evaluation Meeting 1. Sample Evaluation Score Sheet submitted as Exhibit 2.

<b>CRITERIA</b>	<b>MAXIMUM NO. OF POINTS</b>
A. Commission Rate for the College	25
B. Snack & Beverage offerings and Price	25
C. Service and Maintenance	20
D. Technology	20
E. Sustainability, Company Experience & Qualifications	10
<b>Total Evaluation Score</b>	<b>100</b>

## 7.0 Specifications

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

### Scope of Service

#### Equipment

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

#### Equipment Service

- a. Contractor shall respond to service calls within 4 hours and be on-site to make necessary repairs within 48 hours. Replacement of non-functional machines must be addressed within three (3) business days of notification. The response time for service calls applies to any service call between the hours of 8:00 am through 5:00 pm, Monday through Friday.

- b. Should a vending machine malfunction or break down (more than three (3) times in a one (1) month period), the Contractor will replace the equipment.
- c. Contractor shall propose a policy outlining procedures for promptly handling emergency maintenance and repair services for night, weekends, and holidays. The Contractor shall provide direct cell phone numbers of the responsible personnel to be contacted in the event of an emergency during non-operating hours.
- d. The College reserves the right to terminate the contract if Contractor does not arrive on-site to service calls for inoperative machines within 48 hours, and machines are not maintained and kept in working order, and malfunctioning machines are not replaced or repaired within three (3) business days.
- e. The Contractor will provide a local or toll-free number on each vending machine that may be used for inquiries or reporting empty or out of order conditions or to call for refunds.

### **Placement of Vending Machines**

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

### **Products**

- a. Contractor shall ensure all Products dispensed from machines are fresh (no stale or out of date products). Expiration dates clearly showing both the month and the year of expiration should be on each of the products offered for sale in the vending machines.
- b. Products shall be name brand and known to the general public by manufacturer. The Contractor is expected to provide a wide variety of snacks, including 50% of product offering as healthy snack options.
  - 1. Visual markers should be used by the Contractor to identify all the healthy snack options. Healthy snack and drink options meeting standard nutritional guidelines should be reflected in the Pricing and Commissions Proposal.
  - 2. Exhibit (1) shall be sold at a price equivalent to or lower than similar items that do not meet the standards.
  - 3. Healthy snack and drink options meeting the nutritional standards in Exhibit (1) will be placed within the vending machines so that they are visible at eye level.
- c. All products must be delivered and placed in machines in their original wrappers.
- d. Vending machines should be well stocked with no more than 15% of the shelves being empty of product for more than five (5) days.
- e. Contractor will use their best efforts to provide any additional varieties of products and package sizes that may be requested by the College.
- f. The Contractor shall provide a full listing to the College of all vended products to be sold that includes the product, brand, volume/weight, and retail price to the consumer.

- g. Significant changes to proposed product selections or package sizes must be approved by the Purchasing and Auxiliary Services Specialist or the Director of Purchasing and Auxiliary Services.
- h. The College shall not be responsible for any damage to merchandise or equipment due to high or low ambient temperatures.
- i. The Contractor shall be responsible for compliance with all federal, state, and local laws and regulations governing the proper handling of food products and procedures and keep in effect all necessary licenses, permits and food handler's cards as required by law.
- j. Restocking, collection of monies and preventative maintenance on all machines shall be done between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday excluding major holidays or times the College is closed.

### **Prices**

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

### **Personnel**

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

### **Service**

- a. The Contractor shall provide each vending location with information which instructs the customer how to report malfunctions, make comments, and request refunds.
- b. A refund system shall be required and shall involve all refund requests being honored within (5) five business days of receipt. The Contractor will not question or challenge any request for

- a refund. The matter of an illegitimate request, if any, will be referred to the Purchasing and Auxiliary Services Specialist or the Director of Purchasing and Auxiliary Services for equitable resolution.
- c. Contractor agrees to establish an easy-to-access telephone number on each machine for customers to arrange to receive refunds and resolve any credit card or cashless payment issues.
  - d. The successful Contractor shall have an answering system and/or continuously active website to receive requests for restocking or repair calls twenty-four (24) hours per day, seven (7) days a week.
  - e. Contractor's representative(s) will keep the area décor and premises in the immediate vicinity of vending machines clean of spillage and waste; and at all times keep the machines and equipment in a clean, sanitary, neat and orderly condition inside and out.
  - f. The minimum restocking frequency for each vending machine will be once per month, regardless of sales, to ensure that products are within the date code and machines are in proper operating condition. The Purchasing and Auxiliary Services Specialist will be notified via email after each visit. Cartons or trash generated by the Contractor must be removed from campus.
  - g. Delivery vehicles must have professional signs with the company name clearly identified on the vehicle.
  - h. A management representative of the Contractor shall conduct thorough equipment maintenance, sanitation, and merchandising inspections quarterly. Copies of such formal inspections will be provided to the Purchasing and Auxiliary Services Specialist and/or the Director of Purchasing and Auxiliary Services.
  - i. Subcontracting of any awarded contract, in part or in whole, is strictly prohibited without the prior written approval of the College.
  - j. The Contractor will hold semi-annual quality assurance meetings with the Purchasing and Auxiliary Services Specialist or the Director of Purchasing and Auxiliary Services to discuss contract and operational challenges/concerns.
  - k. Contractor personnel shall immediately report to the Purchasing and Auxiliary Services Specialist or the Director of Purchasing and Auxiliary Services concerning any issues or events regarding health, safety or food borne illness.

## Financial

- a. For the first year of the contract and each subsequent year, the Contractor must describe full details of vending commissions.
- b. Our Commission will be based on gross receipts per electronic meter or actual cash, card or coupon receipts, whichever is greater. Sealed electronic meters are required on all machines.
- c. The Contractor assumes full liability for all taxes applicable to its property and income and is independently responsible for the payment of Florida State Rent tax. This Contractor obligation will not affect the calculation of the College commissions which are earned on gross revenue after the deduction of sales tax. There will be no other deductions of any kind from gross sales preceding the calculation of commissions payable to the College.
- d. Sales tax and the Florida use tax on commissions owed by the successful Contractor will be paid directly to the Florida Department of Revenue. The Contractor is required to gain approval for a Direct Payment Permit from the Florida Department of Revenue and shall provide the College a copy of the approved permit.
- e. Payment of commissions and all financial obligations due to the College shall be made in full on or before the 20th day of the following month.

- f. The College Director of Purchasing and Auxiliary Services or the Purchasing and Auxiliary Services Specialist may accompany the Contractor's route service employee at any time when cash collections are made and meter counts are recorded. These receipts will be jointly tabulated by College Director of Purchasing and Auxiliary Services or the Purchasing and Auxiliary Services Specialist and the route employee at a location and means determined by College.
- g. The College shall have the right to inspect the Contractor's records, meter readings, invoices, and any other accounting documentation necessary to verify sales and/or commissions.
- h. The liability for all machines and contents including merchandise or cash stored within the machines shall remain the sole responsibility of the Contractor.

### **Reports**

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

- a. Monthly cash and credit/debit card and cashless gross sales after sales tax for each vending machine by identifying number and year-to-date total gross sales after sales tax for each vending machine by identifying number. Include corresponding monthly commission amount earned for each vending machine by identifying number.
- b. Meter readings are used to record transactions for each vending machine (beginning and ending).
- c. Actual cash, cashless, and card revenue reconciled to meter readings indicating over and short amounts by machine.
- d. The College may at any time request additional supporting details, data or reports that are directly related to the Contractor's operations at the College. The Contractor must provide any such information within five (5) business days.

### Attachment A

#### Snack and Beverage Vending Pricing and Commission Proposal

1. Provide a minimum of 15 items; It is SJR State's priority to provide a variety of snacks and beverages to include a minimum of fifty percent (50%) of the products with healthy snack options.

	Commodity (name & pkg size)	Unit Price	Proposed SJR State Commission Percentage
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
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18			
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21			
22			
23			
24			

**Exhibit 1**

**Snack Vending Machine Locations**

<b>Campus</b>	<b>Building Name</b>	<b>Location in Building</b>
<b>Orange Park</b>	Student Services Center	Next to Beverage Vending Machine (V115 area)
<b>Orange Park</b>	H-Building	Second Floor in hallway next to Beverage Vending Machine (H2203 hallway)
<b>Orange Park</b>	A Building	In Hallway Near A-72 and A-73
<b>Palatka</b>	Student Services Center	Near ATM Machine
<b>Palatka</b>	Florida School of the Arts	Down F120 Corridor Near F-126
<b>Palatka</b>	Technical Building	In lobby area on wall with room T214 behind it (T216 hallway)
<b>St. Augustine</b>	Student Services Center	In V101 area
<b>St. Augustine</b>	Criminal Justice Building	In Courtyard (outside location)



**Exhibit 2**

**Sample Evaluation Score Page**

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**RFP-SJR-07-2023  
Snack and Beverage Vending Services  
Committee Evaluation Sheet**

Snack and Beverage Vending Company	Commission Rate for the College  <b>25 Maximum Points</b>	Snack and Beverage Offerings and Price  <b>25 Maximum Points</b>	Service and Maintenance (prompt service when called, well maintained machines, easy refund capability) <b>20 Maximum Points</b>	Technology (cash, card, cashless capability as well as consistent internet connectivity) <b>20 Maximum Points</b>	Sustainability, Company Experience, and Qualifications  <b>10 Maximum Points</b>	<b>Total Evaluation Score</b>  <b>100 Maximum Points</b>

**Proposal Forms to Follow this Page**

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**8.0 RFP Forms**

**PROPOSAL'S CHECKLIST**

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

Required **one (1) original and four (4) copies** of each of the following:

- Proposal Cover Sheet
- A Proposal including the scope of work in 5.0 and how the Proposer will meet the specifications in 7.0 as well as Attachment A
- Non-Discrimination in Employment Form.
- Public Entity Crimes Form.
- Drug-Free Workplace Certification
- Indemnification Agreement
- References
- Legal Issues
- Cost / Fee Proposal
- Proof of Insurance (see Section 5.10)
- Vendor Profile Form
- Corporate W-9
- \*Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable

# 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:	

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 proposal submittal:

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	<b>Give Form to the          requester. Do not          send to the IRS.</b>
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) ▶ _____ <i>Note.</i> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	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.

<b>Social security number</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-			
-	-								
<b>or</b>									
<b>Employer identification number</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> <td style="width:25%; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**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](http://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\_\_\_\_.

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

\_\_\_\_\_  
Notary Seal

## **DRUG-FREE WORKPLACE 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 Workplace Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Workplace Program, the award of an identical tie bid shall be decided on the flip of a coin.

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 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 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.

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Signature

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Title

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Printed Name

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Date

**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)

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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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