

St. Johns River State College

RFP No: RFP-SJR-02-2024

RFP Name: Event Security Services for THcenter



**ST. JOHNS RIVER**  
STATE COLLEGE

# Request for Proposal

RFP No: RFP-SJR-02-2024

RFP Name: Event Security Services  
For THcenter

**Proposals Due Thursday, March 7, 2024  
no later than 2:00pm, Business Office,  
Palatka Campus**

**St. Johns River State College**

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**1.0 INTRODUCTION**

1.1. St. Johns River State College (SJR State) serves students in Putnam, St. Johns and Clay counties. SJR State is issuing this Request for Proposal (RFP) to identify a qualified contractor who can provide security services for Thrasher-Horne Center. The contract for this RFP will be awarded to the vendor who best meets the need of the College.

1.2. 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.

1.3. Interpretation of the wording of, and responses to, questions concerning this RFP shall be the responsibility of the College and will be communicated via the Purchasing 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 RFP. Replies will be issued by return email to the originator and included as addenda to this document.

1.4. In accordance with Florida Statute 287.133, a person, entity or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal the proposer certifies compliance with FS 287.133.

**2.0 GENERAL TERMS AND CONDITIONS**

2.1. All 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 Thursday, March 7, 2024. Indicate the RFP number on the outside of your sealed proposal envelope to assist the College in identifying your bid. Bids received after due date/time will not be accepted. Bids cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that may cause a bid to be late. The College is not responsible for any expense,

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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. Bid 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 PROPOSALS**

Bids may be mailed or hand delivered to:

St. Johns River State College

c/o Purchasing Department

Office of Business Affairs, Building "A"

5001 St. Johns Ave

Palatka, Florida 32177

**2.3. PUBLIC BID OPENING:** St. Johns River State College will conduct a Public Proposal opening as noted in Paragraph 4.0. Sealed bids, proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. By submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request, notwithstanding any confidentiality clauses or labels contained in such documents.

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

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

**2.6. PROTESTS:** Protests shall be served to Purchasing Specialist Lesley Foster at 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 Lesley Foster at 386-312-4167. Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater. Failure to file a notice of protest, failure to file a formal written protest, or failure to post the bond or other security shall constitute a waiver of proceeding. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the documents being posted to the SJRS website.

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

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

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

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

2.12. **PERSONNEL:** Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. If the College, in the College's sole opinion, determines for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors on the campus, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Contractor shall immediately provide 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.

2.13. **E-VERIFY:** In accordance with State of Florida Statute 448.095, 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.

2.14. **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:

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

2.14.2. 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.

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2.14.3. 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.

2.14.4. 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.

2.14.5. 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 EVANS  
5001 ST. JOHNS AVE  
PALATKA, FL 32177  
[GILBERTEVANS@SJRSTATE.EDU](mailto:GILBERTEVANS@SJRSTATE.EDU)  
(386)312-4126

2.14.6. 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.

2.15. RESPONSE MATERIALS: Any material submitted in response to this RFP becomes the property of the College upon delivery to the Office of the Director of 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 bidder or proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.

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

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2.17. WITHDRAWAL OF PROPOSAL: 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.

2.18. 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)/Bidder(s), purchases may be made under this RFP/Bid 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 proposal/bid 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/Bid 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)/Bidder(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/Bid and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

**3.0 CONTRACT TERM**

3.1. If awarded, the successful bidder will enter into a contract with the College based on the RFP specifications and their proposal for a period of thirty-six (36) months. SJR State has the option and reserves the right to extend the contract beyond the initial twelve (36) month period for two (2) additional twelve (12) month periods by mutual consent of the parties. This option does not prohibit SJR State from declining to enact the option to renew for any subsequent period(s). Notice of intent concerning renewal is anticipated 60 days prior to the end of the current term. Anticipated contract start date will be as soon as agreeable between the two parties..

**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 RFP. 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, Purchasing 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.

Issue RFP	Tuesday, January 23, 2024
Written questions due by 2:00pm	Thursday, February 29, 2024
*submit via email <a href="mailto:lesleyfoster@sjrstate.edu">lesleyfoster@sjrstate.edu</a>	
Proposals Due by 2:00pm, Palatka, Business Office	Thursday, March 7, 2024
Public Opening of Proposals, 2:30pm. Palatka, Rm A-152	Thursday, March 7, 2024
Evaluation Committee Review, 3:00pm, Orange Park THcenter	Tuesday, March 26, 2024
Proposer Interviews (if needed), 2:30pm, Orange Park THcenter	Thursday, March 28, 2024 (2:30-3:30)
Eval. Comm. Final Review (if needed), 3:30pm, Orange Park THcenter	Friday, March 29, 2024 (3:30-4:30)
Issue Intent to Award	Monday, April 1, 2024
Issue Bid Award - Assumes no protests	Friday, April 5, 2024



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4.2. PRE-BID MEETING: There is no Pre-Bid Meeting.

4.2.1 AMERICANS WITH DISABILITIES ACT OF 1990: If special accommodations are required in order to attend any Public Meeting, Pre-Bid Meeting, Tour of Grounds, etc., contact the Director of Purchasing & Auxiliary Services via email at [keithmartin@sjrstate.edu](mailto:keithmartin@sjrstate.edu) or phone at 386-312-4156.

4.3. PUBLIC BID OPENING: The College will conduct a public bid/proposal opening at 2:30pm on March 7, 2024. The meeting will be held on the Palatka Campus in Valhalla Hall, Building A, Room A-152. The meeting is open to the public. Bidders are welcome to attend but will not have the opportunity to speak.

4.4. EVALUATION COMMITTEE REVIEW OF RESPONSIVE PROPOSALS: The College will conduct an evaluation committee meeting at 3:00pm on March 26, 2024. The intent of this meeting is to select the vendor that best meets the needs of the College. The meeting will be held on the Orange Park campus at the THcenter, The Evaluation Committee Meeting is open to the public. Bidders are welcome to attend but will not have the opportunity to speak. If the committee deems it necessary, this meeting may result in a short list of vendors, who will be asked for individual presentations/interviews. In that event, those vendors chosen will be notified by the Purchasing Specialist and asked to give the committee a presentation on March 28, 2024.

4.5. EVALUATION COMMITTEE FINAL REVIEW, if needed: The college may conduct a final evaluation committee meeting, if needed, in order to select the vendor to award the contract, March 29, 2024. The meeting will begin immediately following vendor interviews. The meeting will be held on the Orange Park Campus at the THcenter. The meeting is open to the public; bidders are welcome to attend but will not have the opportunity to speak.

4.6. COLLEGE OPTION: The College reserves the right to recommend an award based on the initial evaluation committee meeting/scoring, and not conduct interviews/final evaluations.

## **5.0 Specifications**

### **I. INTRODUCTION**

The Thrasher-Horne Center (THcenter) is located on the Orange Park campus of St. Johns River State College and presents the 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 emphasizes large-scale entertainment on the main stage and 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. The THcenter has the following parking lot areas and capacities to support its activities:

- Primary Parking Front Lot – 509 parking spots
- Secondary Parking Rear Lot – 286 parking spots
- Conference Center Parking Lot – 96 parking spots

## II. PROJECT DESCRIPTION

- A. The THcenter requests the services of a vendor to provide professional event security services which will include:
- i. Regular unarmed security officers and armed security officers as needed for scheduled events at the THcenter.
  - ii. Security screening services include walk through metal/weapon detection screening, handheld metal detector screening (wanding), bag and personal item screenings.
  - iii. Parking lot and event parking management service for the lots associated with the THcenter events.
  - iv. Auditorium and Stage crowd management service.

## III. DESCRIPTION OF EVENTS

The Thrasher-Horne Center hosts numerous events each year and is seeking a business, licensed in the State of Florida to provide trained and professional staffing to conduct security screening, implement security measures and to administer crowd control for all season presentations as well as select events offered by third parties renting the facility. In most cases, Thrasher-Horne management will provide at least 60 days' notice to the Security Company before Security Services are needed.

- A. Concessions.** The Thrasher-Horne Center does have a fully operational concessions serving alcoholic beverages and a variety of sodas/snacks for sale to our 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 event basis.
- B. House Policy Regarding Concessions.** Guests can bring their beverages and snacks into the venue's house or seating areas for most shows and concerts. Occasionally, artists and/or Thrasher-Horne Center management may restrict this policy.

## IV. CONTRACTOR OBLIGATIONS:

- A. Ability to provide professional and trained event security staffing for the THcenter's event needs and as outlined in this RFP.
- B. At times, the Contractor will handle confidential and sensitive matters involving internal and external security related information for the THcenter. The Contractor will use discretion in the most effective and efficient manner of any security related information. Emphasis shall be activities verification, written reports, security consultation directed toward analyzing potential security concerns and developing recommendations to deal with those concerns.
- C. The Contractor shall furnish all labor, supplies, materials, uniforms, firearms, related hardware, equipment, reports and spreadsheets, and supervision, and shall satisfactorily perform the services specified herein under these specifications.
- D. The Contractor shall provide a security force able to identify, implement and improve present security measures. Prior to any new measures, concerning security protection and concerns related thereto, the Contractor shall advise and make recommendations to the THcenter Technical Director or THcenter Executive Director.
- E. The Contractor must have at least 5 years' operating Event Security Services in Florida. The Contractor shall be currently licensed by the State of Florida, Department of State, Division of Licensing, holding a valid security agency Class B license, or if a branch office, must possess a valid Class BB license pursuant to Section 493.6301 (1) and (2), F.S.



#### V. SCOPE OF WORK – THcenter EVENT SECURITY SERVICES

- A. In the performance of work, the Contractor shall provide, operate, supervise, and maintain an appropriately armed/ unarmed uniformed security service to perform all event security functions and other related functions as THcenter may direct for the following areas (facilities may be added or deleted as deemed appropriate by THcenter):
  - a) All parking lots and grounds located on the Orange Park Campus associated with events at the THcenter.
  - b) Within all the THcenter venue spaces including the Grand Lobby, Auditorium, Back Stage, Studio Theater, Conference Center rooms and any auxiliary spaces.
- B. On occasion, in addition to scheduled events, the Contractor may be asked to supply officers to assist with coverage of special events at the THcenter. Additional security officers shall be available to respond within twenty-four (24) hours after being requested by THcenter.
- C. Security Officers will cooperate fully in any investigation of theft, suspected theft, or other security matters.
- D. Security Officers will maintain vehicular and pedestrian entry restrictions to THcenter property as directed by THcenter management.
- E. When Security Officers have probable cause to believe that a crime has been committed, field contact, identify and detain lawfully for appropriate legal authority, persons on THcenter property seen committing violence, vandalism, theft, and/or other unlawful acts and report full details of such crimes and incidents, including recommendations for prevention in writing to THcenter. All incidents shall be promptly reported to THcenter Technical Director and/the THcenter Safety and Security Coordinator.
- F. In the event of an emergency or unusual occurrence adversely affecting the interest of THcenter and public safety, Security Officers will summon appropriate assistance such as the fire, EMS and/or law enforcement departments and immediately thereafter, notify the appropriate designated THcenter officials, activate the College emergency notification speaker system, and notify the THcenter Technical Director and/or THcenter Safety and Security Coordinator Security Officers will perform such other functions as may be necessary in the event of situations or occurrences adversely affecting the security and/or safety of THcenter.
- G. When so authorized, Security Officers will receive, safely keep, and turn over to the appropriate persons, official mail, messages, and/or telegrams; serve as required in traffic direction; patrol and observe cargo parking in storage areas; receive and make telephone calls; and carry out all other duties and responsibilities of the assignment.
- H. No subcontractors shall be used in the execution of this contract.

#### VI. SECURITY OFFICER RESPONSIBILITIES:

- A. Conduct Security Screening services at all assigned THcenter events involving walk through metal/weapon detection screening systems, handheld metal detector screening, bag, and personal item screenings.
- B. Provide Auditorium and Stage crowd management services to provide visible presence and to enforce THcenter policies and as directed.
- C. Direct pedestrian and vehicular traffic within parking lot areas and as assigned. Check/Validate credentials for certain designated parking areas such as the preferred parking and member designated parking.
- D. Observation and identification of security irregularities or discrepancies utilizing minimum

- E. physical intervention, if necessary.
- F. Should be orderly and courteous to persons entering or leaving the THcenter.

#### VII. CONTRACTOR RESPONSIBILITIES:

- A. Provide one event On-Site Direct Supervisor for each of the THcenter scheduled events. The Supervisor shall be operationally responsible and be the direct supervisor for all Contractor assigned Security staff. Adequate supervision includes but is not limited to, ensuring staffing levels are met, ensuring Security staff knows their management chain and adheres to Contractor policies/specifications, ensure Security staff arrives on time and prepared to work, observing the Security staffs' work habits, appearance, and overall performance. The Supervisor reports and communicates directly to the THcenter Technical Director, and in their absence or as appropriate, to the THcenter Safety and Security Coordinator.
- B. Schedules Security Staff coverage as outlined in Section VIII
- C. Conducts Security Staff inspections, addresses any performance issues as needed, completes record keeping.
- D. Keep the THcenter POCs informed of new techniques and practices in the Security Service industry as well as any changes to Contractor's policies and procedures.
- E. Serve as liaison and work closely with THcenter Technical Director to ensure that security provided is as required and agreed upon.
- F. Instruct security officers who are assuming the responsibility of a specific security post for the first time on the duties of the post and conduct a tour of the facilities and area covered by the security post prior to the security officer going on duty for the first time.
- G. Inform THcenter Technical Director, and in their absence, the THcenter Safety and Security Coordinator, as appropriate, of any security officers who are assuming the responsibility of a specific security post for the first time.
- H. Ensure that all security officers read, understand, and adhere to the instructions pertaining to the security post.

#### VIII. THcenter STANDARD EVENT STAFFING

(Note: May be adjusted on an event-by-event basis with at least 15 days notification by THcenter.)

- A. One On-Site Direct Supervisor responsible for oversight and operational control for all Contractor assigned security staff. The Supervisor shall be in an armed position.
- B. Event Parking: minimum of 4 unarmed officers posted throughout parking lot to assist with visitor parking, traffic direction and controlling VIP, handicap, and paid parking areas.
- C. Event Security Screening; minimum of 6 officers for bag check and wand of patrons at venue entrance. Two of these officers shall be armed positions, all other positions are unarmed.
- D. Event Stage front: minimum of two unarmed officers to monitor and control front of stage/ backstage access during performances.
- E. Event Backstage: one to two armed officers providing access screening of backstage personnel from start of load-in day until end of load-out.
- F. (Upon request by THcenter) Event VIP: will require one to two officers for escorting VIP performers to and from their vehicle as well as during any meet & greet functions within the center. Maintain a safe zone around VIP vehicle post event, until VIP departure.
- G. (Upon request by THcenter) Event Conference Center; minimum of one officer to monitor

and provide safety and monitoring of conference center event.

**IX. EMPLOYEE ASSIGNMENT**

- A. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking disciplinary action with respect to his/her employees, as may be necessary.
- B. THcenter reserves the right to exclude from the work force such employees (or non-assigned contractual supervisors) as THcenter deems incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed by THcenter to be contrary to the public interests or inconsistent with the best interest of THcenter. Contractor shall notify the THcenter Technical Director prior to non-assigned personnel arriving on campus.
- C. The Contractor shall replace any security officer when requested to do so by THcenter. THcenter shall not be required to give its reason for requesting replacement.
- D. The Contractor shall report to the THcenter Technical Director and/or the THcenter Safety & Security Coordinator within a twelve (12) hour period of any changes in the current work force.
- E. Suspected use of controlled or illegal substances by a security officer shall be grounds for immediate testing without cost to THcenter. Any officer who is being tested due to reasonable suspicion shall be relieved from THcenter duty until the test results are received. Security officers testing positive shall be immediately removed from THcenter property and any further assignment to THcenter.

**X. PERSONNEL REQUIREMENTS**

- A. All personnel assigned by the Contractor to work at the THcenter must be:
  - i. Able to relate with and work harmoniously with the THcenter staff and the public.
  - ii. Be in good physical condition and capable of performing all assigned duties. In addition to normal and regular duties, one must be able to respond to emergencies and physically capable of responding to these situations. Specifically, all security staff must be capable of climbing ladders, patrolling by foot the inner and outer perimeter of all the THcenter facilities and protecting THcenter employees and the public from physical harm.
  - iii. Must possess binocular vision correctable to 20/30 (Snellen) and be capable of hearing ordinary conversation at fifteen (15) feet with either ear with or without benefit of a hearing aid.
  - iv. Able to use all tools and equipment necessary to complete assigned duties.
  - v. Able to understand, speak, read, and write English fluently.
  - vi. Able to read, write legibly, follow instructions, and to complete the required reports in a clear and legible manner.
  - vii. Dressed in full uniform whenever on duty and have an appearance and condition that is neat and professional.
  - viii. Possess the capacity to acquire good working knowledge of all aspects of security force position requirements.
  - ix. Shall be at least 21 years of age.
  - x. Shall possess a high school or equivalent diploma.
  - xi. Be a citizen of the USA at time of employment.
  - xii. Shall not have been convicted of a felony or other criminal offense which in the

- xiii. THcenter's sole determination would inhibit the individual's ability to perform his/her duties in a reliable, competent, and trustworthy manner in accordance with the terms and conditions of this agreement.
- xiv. All Security personnel, both armed and unarmed, shall possess a valid class D license based on a course at a licensed security school.
- xv. On-Site Security Supervisors shall possess at least three years' experience as a Security Supervisor and shall have been employed by the Contractor for a minimum of six months, unless granted an exception in writing by THcenter management.
- xvi. All Contract security personnel shall be required to undergo professional training, periodic in-service and testing to ensure their ability to perform satisfactorily and to maintain the Florida licensing requirements for security officer-Class D license and, if appropriate, the statewide firearm license Class G.

**B. Additional Requirements for Armed Security Officers:**

- i. Armed security officers must have a valid statewide firearm Class G license and possess minimum proficiency as required in use and safe handling of the appropriate firearm immediately following entry on duty. Such standards and training shall include examination and the firing of live ammunition consistent with Florida Statutes.
- ii. All supervisory security officers shall have a valid security officer - Class D license pursuant to Section 493.6301 (4) and (5) F.S., a valid statewide firearm Class G license, issued pursuant to Section 493.6115 (2), (5), and (6), F.S.

**XI. PRE-EMPLOYMENT BACKGROUND CHECK**

A. The Contractor shall prescreen and conduct a background check on all Security Officers assigned to the THcenter under this contract. The Contractor shall detail the level of background investigation conducted on its personnel's employment and criminal history. The THcenter management shall have the right to, upon demand, review the results of such investigation and to refuse to accept security personnel with questionable histories. Files documenting such a review shall be maintained by the Contractor. At a minimum, the pre-employment background check shall include the following:

- i. Employment background
- ii. Qualifications for job
- iii. Driver's license verification
- iv. Credit History checks
- v. Social Security verification
- vi. Personality/psychological testing for security services
- vii. Federal Bureau of Investigation clearance
- viii. For armed employees, State of Florida license for carrying a firearm
- ix. Fingerprinting
- x. County criminal checks for Duval, Clay, St. Johns, and Putnam.
- xi. State of Florida criminal records check
- xii. Substance testing: Security officers shall be tested for Amphetamines, Marijuana metabolites, Cocaine metabolites, Opiate metabolites, and Phencyclidine. Additionally, officers will be tested for alcohol consumption levels. Officers testing positive shall not be assigned to THcenter

**B. RESTRICTIONS**

- i. Individuals who are presently employed or who have been terminated by SJRState

- ii. and/or THcenter cannot be assigned to THcenter as security officers.
- iii. THcenter will accept moonlighters who do not exceed a combined fifty- five (55) hours per week in both jobs. The Contractor will furnish THcenter with name of any moonlighter and the name of the other employer for verification.
- iv. THcenter must give prior approval for any shifts exceeding twelve (12) hours.
- v. THcenter must approve any overtime billing in advance. THcenter will not pay overtime rate for any overtime resulting from the Contractor scheduling a supervisor or officer to work more than 40 hours per week. The Contractor is responsible for all overtime as a result of a contract supervisor or officer being scheduled to work more than 40 hours per week; however, if THcenter requests that a particular supervisor or officer work at THcenter, in excess of 40 hours per week worked exclusively at THcenter, then THcenter will pay overtime rate for those hours worked in excess of the 40 hours per week worked exclusively at THcenter.

## XII. TRAINING

- A. Within thirty (30) days following assignment of duty, the Contractor, at its own expense, shall provide Special Event Security guidance of job duties, and specific training to include but not limited to:
  - i. Monitoring and patrolling areas as appropriate
  - ii. Parking/traffic control management to include policies and procedures specific to the THcenter
  - iii. Familiarization and Site overview of the THcenter
  - iv. Control of fire and reporting procedures along with location of fire extinguishing equipment within THcenter
  - v. Location of emergency equipment such as cardiac defibrillators and Narcan.
  - vi. Standard first aid and CPR training.
  - vii. Use of communication equipment.
  - viii. Overview of safety and safety hazards
  - ix. All Security personnel, both armed and unarmed, shall possess a valid class D license based on a course at a licensed security school.

## XIII. UNIFORM & APPEARANCE

- A. The Contractor shall supply all uniforms at its own cost and expense. All uniforms shall be approved by THcenter management and shall include uniform trousers, uniform shirt with badge identifying the Contractor's company, and name tag. The contractor will provide appropriate uniforms for all Contract security personnel in sufficient quantities to always insure a neat appearance. Uniforms will be worn by security force personnel while on duty.
- B. The Contractor shall ensure uniforms are maintained in a clean, well pressed and in good repair.
- C. The Contractor shall assure the Security personnel adhere to the highest grooming standards; hair shall be neatly trimmed and worn away from the face. Mustache and beard, if worn, shall be neatly maintained.

## XIV. EQUIPMENT – GENERAL

- A. The Contractor will furnish, operate, and maintain in acceptable condition, all equipment, materials, and supplies necessary for the performance of duties **at no cost to THcenter or**

**the Contractor's employee** as part of this contract entered because of award of this RFP including, but not limited to, the following:

- i. The contractor shall provide, for armed officers, a duty belt, double locking handcuffs with carrying case, raingear, and winter coat. In addition, the contractor shall provide G license officers with an approved 9mm semi-automatic handgun, a 9mm semi-automatic handgun retention holster, and spare ammunition pouch. Approved handguns include Beretta, Glock, Heckler & Koch, Sig Sauer, Smith & Wesson, or Walther, with a minimum 10-round capacity. Other brands and models of handguns must be approved by the SJRState Director of Safety and Security.
  - ii. The contractor will provide range and duty ammunition for firearms consistent with Florida Statutes. Duty ammunition shall be approved by the Director of Security at THcenter.
  - iii. Contractor will provide flashlights, batteries, and replacement parts to all their contracted security staff.
  - iv. THcenter will provide two (2) VHF portable radios; assigned as need to on duty security officers.
- B. Responsibility for Equipment:
- i. THcenter shall not be responsible in any way for damage to, or loss of, the Contractor's belongings brought into the buildings or on THcenter's property designated in the Contract, occasioned by fire, accident or otherwise.
  - ii. THcenter furnished property, if any, shall be used only for the performance of official THcenter duties and shall not be used for pleasure, transaction of personal matters, or any non-THcenter related business.
  - iii. THcenter furnished property, if any, shall remain the property of THcenter. Upon termination of services, the Contractor shall render an accounting of all such property which has come into its possession during the fulfillment of its duties. THcenter furnished property shall be returned to THcenter in the same condition as when issued, allowing for normal wear and tear.
  - iv. THcenter furnished property, equipment, and any other property within the THcenter facility or property that is damaged through fault or negligence on the part of the Contractor's employees shall be repaired or replaced to THcenter's satisfaction at the Contractor's expense.

#### **XV. ERRORS AND OMISSIONS**

Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services.

Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Director of Purchasing and Auxiliary Services in writing who will issue written instructions to be followed. Bidders are responsible for their proposal's contents and for satisfying the requirements in the bid specifications.

#### **XVI. EQUIPMENT/MATERIALS/LABOR**

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

**XVII. INTERROGATORIES**

Information to be included in your response to this RFP-SJR- the proposal submittal **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. To be responsive proposers shall complete this “entire”. **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.

<u>Position</u>	<u>Minimum Hourly Rate</u>
Supervisor for Thrasher-Horne Center (Armed or Unarmed)	\$15.00
Officer (Armed or Unarmed)	\$12.50

**6.0 Evaluation**

**6.1** It is the College’s intent to recommend to its District Board of Trustees that College administration be authorized 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 into.

**6.2 Evaluation Criteria**

0-30 Points Company Experience: Experience in providing armed & unarmed Event Security Services. Must have at least 5 years of experience in Event Security Services at entertainment venues.

0-20 Points Quality of Products, Service and Presentation 0-20 Points  
Financial Proposal

0-30 Points Proposed Security Services plan.

**6.3 Company Experience**

Describe your company’s history and structure. Include enough detail to allow the evaluation committee to make an appropriate determination of your ability to meet the needs of THcenter. Include your total experience, and specifically detail the experience in the State of Florida. List the numbers of management personnel and officers employed, including those specifically employed in Florida. Also list any current security contracts you have within the State of Florida. Provide documentation that your firm currently has at least 5 years in the Event Security Services business in the State of Florida. The committee will assign up to 35 points for this category. (0 – 35 points)

**6.4 Quality of Services and Proposed Security Services plan**

The evaluation committee will assign up to 35 points to proposers based on the degree of their unique qualifications, related experience, and managerial approach. The proposal will be evaluated on how the bidder intends to organize, staff, and manage the contract and the means used to accomplish the contract requirements. The degree to which the proposal demonstrates an understanding of the requirements will be evaluated. Describe in detail any characteristics, capabilities, or qualifications your company possesses that would make your firm uniquely qualified to provide event security services for THcenter. (0 – 35 points)

**6.5 Financial Proposal**

The evaluation committee will evaluate the proposed price and determine whether the proposed costs are realistic, complete, and reasonable in relation to the RFP requirements. The proposed price must be entirely compatible with the technical proposal. 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)



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**6.6 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 proposer's 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.

**7.0 REQUIRED FORMS**

7.1. PROPOSAL CHECKLIST: Provided for the convenience of the proposer. Not required to be submitted.

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

7.3. COMPREHENSIVE PROPOSAL/PLAN: Ensure you give the College enough information to adequately evaluate your complete proposal.

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 an RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in

excess of the threshold, as per State of Florida Statute 287.133 (2) (a). The Proposer must acknowledge compliance with this statute and its intent.

7.8. DRUG-FREE WORKPLACE CERTIFICATION: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process.

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

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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.

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 proposal. 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 license to do business in the State of Florida.

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7.13. Additional information, if needed. In addition to the required information, the Proposer may include any additional information which may be helpful to the College in analyzing the Proposer's ability to provide the desired service, as noted in this RFP.

**Proposal Forms to Follow**

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### 7.1. PROPOSAL CHECKLIST

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

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

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

## 7.2. PROPOSAL COVER SHEET

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

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

LEGAL NAME OF BIDDER: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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### 7.3. Comprehensive Proposal - Security Services

In this section, using any format you believe clearly conveys your company's ability to meet or exceed the College's needs and requirements in paragraph 6.0., address each of the following criteria:

-- Experience in Providing Armed & Unarmed Security Services: Describe your company's history and structure. Include enough detail to allow the evaluation committee to make an appropriate determination of your ability to meet the needs of SJR State. Include your total experience, and specifically detail the experience in the State of Florida. List the numbers of management personnel and number of officers employed, to include the numbers specifically employed in the State of Florida. Also list any current security contracts you have within the State of Florida. Provide documentation that your firm currently provides a minimum of 10,000 contract security hours annually in the State of Florida.

-- Price: Describe all pricing requirements for fulfillment of the specifications. The minimum proposal to be considered for evaluation is a specific hourly rate for each position in paragraph 6.9.1.

-- Uniqueness/Special Qualifications: Describe in detail any characteristics, capabilities, or qualifications your company possesses that would make your firm uniquely qualified to provide security services for St. Johns River State College.

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**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	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; 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) ▶ _____ <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) ▶ _____	
	<b>4</b> 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>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number										
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OR										
Employer identification number										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></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 ▶
------------------	----------------------------	--------

**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.

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**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

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**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 Bid, Proposal number: RFP-SJR-02-2024. 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

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

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

- 1.) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2.) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3.) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4.) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5.) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6.) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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**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 Bid, Proposal or Contract No. RFP-SJR-02-2024 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