



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

INVITATION TO BID

ITB-SJR-03-2025

Event Cleaning Services for Thrasher-Horne Center

Due Date

Tuesday, August 5, 2025

No later than 2:00 p.m. to:

Purchasing Department, Palatka Campus

Business Office; Building "A"

5001 St. Johns Ave, Palatka, FL 32177

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PART I: INTRODUCTION

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

The Center has played host to 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 1,730 seat Main Stage Theatre, the Thrasher-Horne Center boasts a 220-flexible-seat Studio Theatre, two Visual Arts Galleries, a full Dance Studio, Scene Shop, and modern dressing rooms with full artist amenities. Our full-service conference center offers rental space divided into six flexible multipurpose rooms with a spacious foyer entry, a full-catering warm kitchen, and direct access to our Studio Theatre for additional accommodation.

The College is issuing this Invitation to Bid (ITB) to award a qualified vendor who can provide event cleaning services for the Thrasher-Horne Center.

- 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:
- 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 ITB shall be the responsibility of the College and will be communicated via the Purchasing Department and shall be final. Questions and requests for clarifications should be directed in writing to the Purchasing Department via email at purchasingdepartment@sjrstate.edu. Questions will be accepted until the end of day on July 28, 2025. The final addenda (if any) shall be posted no later than July 29, 2025. All written questions received prior to July 28, 2025, shall be reviewed, and if deemed necessary, an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this ITB shall be made available. Additional information acquired by any other means shall not be utilized when submitting a bid for this ITB.
- 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 bid the bidder certifies compliance with FS 287.133.

PART 2: GENERAL/CONTRACT TERMS AND CONDITIONS

- 2.1 AWARD: All Bidders submitting a response to this ITB understand and agree that the affirmative act of submitting a bid constitutes acceptance of and agreement to the General Terms and Conditions. Bidders are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The College reserves the right to accept/reject any or all bids, waive minor formalities, and to award to the Bidder that best serves the needs of the College.
- 2.2 EXPENSES: Bidders are responsible for any and all costs associated with submitting a bid in response to this ITB. It is expressly understood, no Bidder may seek or claim any award and/or re-imbursement from the College for any expenses, costs, and/or fees (including attorneys' fees) borne by any Bidder. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Bidder.
- 2.3 ITB DUE DATE AND TIME: All bids must be delivered to the SJR State Purchasing Department at 5001 St Johns Ave., Palatka, FL 32177; Business Office, Building "A", before 2:00pm on Tuesday, **August 5, 2025**. Please indicate the ITB number on the outside of your sealed envelope to assist the College in identifying your ITB. 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. To be considered responsive your bid shall be signed by an authorized employee/officer with the authority to bind a contract and must include all requested item(s).

Bids/RFPs 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

- 2.4 PUBLIC BID OPENING: St. Johns River State College will conduct a Public Bid opening as noted in 2.3. 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 bidder 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.
- 2.5 POSTING OF RECOMMENDATION OF AWARD: The College's recommendation of award will be posted to <https://www.sjrstater.edu/purchasingdept> and <http://www.demandstar.com>

- 2.6 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 Bidders. If still tied, pursuant to FS 287.087, 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 a State-certified minority business enterprise, and award to a State-certified minority business enterprise, when all other things are equal.
- 2.8 TERM: The initial term of this contract shall be for a period of twelve (12) months. Upon mutual agreement, in writing, of both parties the contract may be renewed for three (3) additional twelve (12) month periods.
- 2.7 PROTESTS: Protests shall be served to the Purchasing Department at 5001 St. Johns Avenue, Palatka, Florida, 32177, via certified mail. Protests may be preliminarily filed, if followed by a certified mail original, via email to PurchasingDepartment@sjrstate.edu. 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 proceedings. 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 Purchasing website and DemandStar.
- 2.8 ADVERTISING: In submitting a bid, Bidder agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.
- 2.9 APPLICABLE LAW: The Bidder shall comply with all applicable federal, state, county and local laws, rules, ordinances and regulations. This ITB, and any contract to be executed in connection with the award of this ITB, 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.
- 2.10 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 the College.
- 2.11 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. Bond requirements will be listed under "Scope of Work."

- 2.12 MINIMUM QUALIFICATIONS OF CONTRACTOR: The following are minimum qualification requirements that Bidders must meet in order to be eligible to submit a bid. Bids must satisfactorily demonstrate Bidder qualifications that meet and/or exceed the minimum qualifications as follows:
- Bidder must be licensed in to do business in the State of Florida
 - Bidder must have at least three (3) years of prior experience working on projects of same size and scope of this ITB

- 2.13 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.

Contractor personnel are and at all times shall remain the employees of the Contractor, an Independent Contractor. The payment of Federal, State, and/or local tax, social security benefits, unemployment compensation tax, and employee compensation, shall be the sole function and responsibility of the Contractor.

- 2.14 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.
- 2.15 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:
- 2.15.1 Keep and maintain public records required by COLLEGE to perform the service.
- 2.15.2 Upon request from COLLEGE's custodian of public records, provide COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

- 2.15.3 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.
- 2.15.4 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.
- 2.15.5 **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:**

Public Records
5001 St Johns Ave
Palatka, FL 32177
PublicRecords@sjrstate.edu
www.sjrstate.edu/public_records

- 2.15.6 The CONTRACTOR acknowledges that the College 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 the College or its Counsel to provide such legal or business 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.
- 2.16 **RESPONSE MATERIALS:** Any material submitted in response to this ITB becomes the property of the College upon delivery to the Purchasing Department and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful Bidder.

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 Bidder may consider confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.

2.17 TRADE SECRETS: If the Bidder seeks to assert trade secret protection under Florida Statutes Section 119.0715, such Bidder must comply with the following:

1. Clearly label the record(s) containing claimed trade secrets. The Bidder must provide the appropriately redacted copies of any such record(s) or mark portions in such records which need to be redacted.

AND

2. Provide a sworn affidavit signed by an authorized Bidder's officer, certifying the following for each record containing trade secret:

- a. Identify with specificity the record(s) for which trade secrets protection is claimed;
- b. Provide a description of the record sufficient to determine the application of the trade secret exemption; and
- c. Explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) and/or case law that render the record at issue a trade secret exempted from public records production under Florida law.

PLEASE NOTE: *Inserting the words "Confidential" and/or "Proprietary" on a record does not automatically entitle the record to be considered a trade secret under Florida law; the claimed trade secrets must actually constitute trade secrets as defined by law.*

2.18 RETENTION OF RECORDS: The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years after contract end date. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes.

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

- 2.20 WITHDRAWAL OF BID: Bids 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.
- 2.21 TERMINATION/CANCELLATION: The College reserves the right to amend, modify, or withdraw this ITB at any time and for any reason, or elect not to make an award pursuant to this ITB whenever the College deems it to be in its best interests
- 2.22 COOPERATIVE PURCHASE AGREEMENT: The college has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Section 1010.04, Florida Statutes. As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c), and with the consent and agreement of the successful Bidder(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 Bidder(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.

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PART 3: SCOPE OF SERVICES/SPECIFICATIONS

- 3.1 **SCOPE OF SERVICES FOR PERFORMANCE EVENTS:** Performance Event Cleaning shall require services be done before, during and after an event, or events, being held at the Thrasher-Horne Center. The Contractor shall be expected to perform all specifications as listed in this ITB and in Appendix A and B. The Contractor shall also be required to furnish adequate staff for the cleaning of the facility during the scheduled cleaning hours. Thrasher-Horne Center management, prior to an event, will approve all staffing amounts and schedules.

Bid to be awarded on TOTAL BASE BID of Performance Event cleaning rates.

Conference Center Cleaning Services shall be exercised by request from a Thrasher-Horne Representative and shall be at the rates stated on Appendix C "Bid Page." Although an optional service, bids not having rates for Conference Center cleaning services shall be considered incomplete and deemed non-responsive. Thrasher-Horne Center reserves the option to use other than the awarded vendor for Conference Center cleaning services.

Performance Event Cleaning during event includes, but is not limited to, the following:

- Cleaning of all public restrooms include maintaining clean mirrors and countertops, maintaining clean urinals and commodes, sweep and mop floors, maintaining stocked paper towel dispensers, soap dispensers, toilet paper dispensers and sanitary dispensers.
- Trash Pickup: all trash, including empty bottles and paper debris must be picked up and placed in an appropriate container for conveyance to the proper trash receptacle or recycling container.
- Spillage Removal: beverage spills, mud, tar or water tracks and similar stains or spillage on floor, must be removed by the most appropriate method. Floor condition must be returned to match area-surrounding spill.
- Routine Waste Basket Maintenance: contents of waste bucket and sanitary bags must be emptied into appropriate large dumpster at the rear of the venue.

Performance Event Cleaning post event includes, but not be limited to, the following:

- Sweeping and mopping floors
- Vacuuming carpet areas
- Picking up trash
- Wiping off furniture
- Other activities as requested by Thrasher-Horne Center representatives

Conference Center Cleaning: Event cleaning duties are divided into flat-rate job assignments based on venue space usage. Staff are expected to follow the outlined responsibilities on Appendix B carefully and ensure all areas are left clean, odor-free, and event ready. Supplies are provided by the venue. Immediate reporting of issues is required.

3.2 SERVICES TO BE PROVIDED:

Restroom Floor Maintenance

- Special attention must be given to floor areas around urinals and toilets to sanitize and eliminate odors, and for the removal of stains. When it is necessary to remove stains, floor will be scrubbed by hand utilizing a sanitizing, disinfectant cleaner. When completed, the floor must have a clean appearance with no residue of cleaning material.
- Special attention must be given to surfaces near and under partitions and fixtures to ensure no buildup of dust, chemicals, cleaners, dirt, or grime. All areas must remain free of these substances in these areas.

Walls and Surface Maintenance

- Dust must be removed through the use of dust cloths or vacuum tools. At completion of task, there must be no dust streaks. Corners, crevices, molding, trim and ledges must be free of dust. No oil spots or smudges must be left from dusting tools or cloths. When inspected, there must be few, if any, traces of dust on any surface.
- Clean, damp cloths or sponges must be used to remove all dirt, spots, streaks, or smudges from walls, glass, or other specified surfaces using a wetting solution with an appropriate cleaning agent. Surfaces must be dried or allowed to dry, as appropriate. Metal polish must be applied and hand polished to provide a suitable luster.

Glass Cleaning

- Routine Cleaning: a glass cleaner must be sprayed on concentrated oil, grease, dirt, grime, and such spots be removed by hand scrubbing. Entire surface then must be sprayed with cleaner and wiped or squeegee dried to a uniform clean appearance.
- Washing: a solution consisting of water and a cleaning agent must be used to thoroughly clean windows. After each washing, all glass must be free of dirt, grime, streaks, excessive moisture, and not be cloudy. Glassware moved for cleaning must be returned to original position. Sashes, sills, woodwork and other surroundings must be wiped free of dust, drippings and watermarks.

Porcelain Ware Cleaning

- Routine Fixture Cleaning: drinking fountains, washbasins, urinals, toilets, and other such fixtures made of porcelain or stainless steel must be damp wiped and an appropriate cleaning agent used when needed and polished dry to a clean, bright appearance. No excess moisture must remain on fixture.

- Thorough Fixture Cleaning: an appropriate cleaning agent must be used on all fixtures to remove all dust, spots, stains, rust, mold, and encrustation. After this process, fixtures must be damp wiped, dried to remove excess moisture, and left clean and bright.
- No spots, drippings, watermarks, cleaning solution marks, or residues are to be left on walls or floors adjacent to fixtures following cleaning.

Inspection & Monitoring

- Trash Pickup: all trash, including empty bottles and paper debris, must be picked up and placed in an appropriate container for conveyance and deposit in the proper dumpster at rear of venue. Extra care should be taken to avoid leaks from the rubbish bags. No bags should be carried through the building, except in leak resistant bins.
- Spillage Removal: beverage spills, cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area-surrounding spill.
- Routine Waste Basket Maintenance: contents of waste basket must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liner must be inspected, and if spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded as well and a new liner placed in basket. No removing of liners during an event unless it has reached 75% of its capacity or three-quarters full.
- Thorough Waste Basket Maintenance: basket shall be emptied as required above, inspected for liquid or other residue, then damp wiped and dried to a clean finish. The new liner must be placed in basket after thorough cleaning. No liner should be visible on the exterior of the receptacle. Unless otherwise instructed by Thrasher-Horne Center staff all trash receptacles must remain in their designated "house position".

3.3 OTHER CONTRACTOR RESPONSIBILITIES: This is a personnel/labor only contract, and the Thrasher-Horne Center will provide all the required equipment and supplies to perform the duties and tasks as outlined in this Scope of Work.

- Contractor will inform Thrasher-Horne Center staff of any and all supplies that need resupply.
- Contractor will inform Thrasher-Horne Center staff of any cleaning situation which requires specialized equipment not provided under contract.
- In instances where restrooms are cleaned during hours in which building occupants are present, male restrooms must be cleaned by males and female restrooms cleaned by females, or at minimum take appropriate lock out procedures.
- The Contractor's personnel will lock all rooms after cleaning and return keys to College/ Thrasher-Horne Center representative, unless otherwise instructed. The Contractor's personnel shall turn into the College/ Thrasher-Horne Center representative, any articles found in the building. The contractor's personnel shall report to Security, through the College/ Thrasher-Horne Center representative, any suspicious

circumstances observed during performance of work, which appear to threaten the security of the building and/or occupants.

- The contractor shall provide an invoice to the Thrasher-Horne Center Contract Representative for each separate event cleaning occurrence.

3.4 COLLEGE RESPONSIBILITIES:

- Provide a primary point of contact (Thrasher-Horne Center representative) for communication with the Contractor.
- Thrasher-Horne Center shall provide all necessary cleaning chemicals and supplies including but not limited to mops, cleaning rags, paper products, sanitizers, and hand soap.
- Provide the Contractor notice of events scheduled at the Thrasher-Horne Center that will require event cleaning.
- Notify the Contractor promptly on any desired changes to the services.

3.5 SUPPLEMENTAL MATERIALS:

Contractors shall provide the following documentation to meet minimum standards. Bids with no supplemental materials may be deemed non-responsive.

- Quality Assurance Program: procedures for documenting complaints, monitoring feedback, evaluating progress and measuring service quality.
- Service Delivery Plan: includes staffing plan, work plan, contingency plan for extra coverage requests and emergency response plan.
- Assurance to College that Contractor will be able to provide continued cleaning services throughout the term of the contract

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PART 4: APPENDICES/BID PAGES

APPENDIX A – Performance Event Cleaning

The following list contains minimum requirements for Performance Event Cleaning, confirmed at each event by Thrasher-Horne Center representatives.

Porter (Before/During Event Cleaning)

Every fifteen (15) to twenty (20) minutes

- Broom and dustpan of lobby areas
- Inspect rubbish basket, remove and replace liners if more than $\frac{3}{4}$ full
- Wipe down rails and handles in lobby
- Maintain neat and tidy appearance of restrooms
- Maintain stock in restrooms
- Ensure all fixtures in restroom have clean appearance especially following intermission
- Address incidental spills as required

Cleaning Crew (Post Cleaning)

Listed in order of action:

1. Auditorium
 - a) Remove trash from floor and baskets (starting at Stage Front)
 - b) Sweep (blow) out rows
 - c) Mop rows as needed for spills
 - d) Vacuum carpets
 - e) Sanitize and wipe off seats (COVID)
2. Lobby
 - a) Remove trash
 - b) Vacuum carpeted areas
 - c) Wipe down all rails and handles
 - d) Spot clean glass
3. Restrooms
 - a) Clean mirrors
 - b) Clean fixtures (sinks, urinals, commodes)
 - c) Wipe down privacy dividers
 - d) Remove trash
 - e) Remove trash from sanitary napkin bins and restock bags
 - f) Sweep and mop floors

4. Gallery & Offices (for specified events only, as directed by Thrasher-Horne representative)
 - a) Remove trash
 - b) Sweep and mop floors
 - c) Wipe down tables
 - d) Remove office trash
 - e) Clean, mop, and restock office restroom
5. Backstage
 - a) Dressing Rooms (as directed, not all events will use all rooms)
 - i. Clean all fixtures (sinks, urinals, commodes)
 - ii. Rinse showers as needed
 - iii. Restock paper products
 - iv. Clean Mirrors
 - v. Wipe down counters
 - vi. Remove trash
 - vii. Sweep and mop floors
 - b) Greenroom (as directed)
 - i. Wipe down counters
 - ii. Mop kitchen floor
 - iii. Vacuum carpet
 - iv. Remove trash
 - c) Empty trash baskets on stage as directed
 - d) Sweep and mop hallway
6. Conference Center (specified events only)
 - a) Restrooms
 - i. Clean mirrors
 - ii. Clean fixtures (sinks, urinals, commodes)
 - iii. Wipe down privacy dividers
 - iv. Remove trash
 - v. Remove trash from sanitary napkin bins and restock bags
 - vi. Sweep and mop floors
 - b) Conference Suites (as directed)
 - i. Remove trash
 - ii. Vacuum carpet
 - c) Conference Foyer (as directed)
7. Outside
 - a) Empty and inspect trash bins located in front, and south side of building.

APPENDIX B – Conference Center Cleaning

Area 1: Suite A/B + Conference Foyer + A/B Foyer Restrooms

Room	Task Description	Room Description
Suites A & B 3,360 sqft	<ul style="list-style-type: none"> Remove trash, replace liners Vacuum carpets, spot clean stains Wipe down tables Clean door glass and remove wall/baseboard scuffs 	<ul style="list-style-type: none"> Carpeted space 4 glass exit doors Up to 6 trash cans
Conference Foyer 1,520 sqft	<ul style="list-style-type: none"> Empty trash Vacuum carpets Spot clean walls, glass, chair rails Dust flat surfaces and clean entry glass doors 	<ul style="list-style-type: none"> Carpeted space 4 glass exit doors Up to 4 trash cans
A/B Foyer Restrooms Total 626 sqft (Mens 275/ Womens 351)	<ul style="list-style-type: none"> Sanitize toilets, sinks, counters, mirrors Empty trash and sanitary bins Sweep and mop floors Restock supplies (toilet paper, soap, towels) 	<ul style="list-style-type: none"> Tile flooring Men's: 3 urinals, 3 stalls, 2 trash cans Women's: 7 stalls, 2 trash cans

Area 2: Suite C/D + CD Hallway + CD Hallway Restrooms

Room	Task Description	Room Description
Suites C & D 1,860 sqft	<ul style="list-style-type: none"> Remove trash, replace liners Vacuum carpets, spot clean stains Wipe down tables Clean door glass and remove wall/baseboard scuffs 	<ul style="list-style-type: none"> Carpeted space Up to 4 trash cans
Auxiliary & C/D Hallways 735 sqft	<ul style="list-style-type: none"> Vacuum carpet Spot clean walls, baseboards and doors 	<ul style="list-style-type: none"> Carpeted space 1 glass exit door Up to 2 trash cans
C/D Hallway Restrooms Total 420 sqft (Mens 170/ Womens 250)	<ul style="list-style-type: none"> Sanitize toilets, sinks, counters, mirrors Empty trash and sanitary bins Sweep and mop floors Restock supplies (toilet paper, soap, towels) 	<ul style="list-style-type: none"> Tile flooring Men's: 2 urinals, 2 stalls, 2 trash cans Women's: 5 stalls, 2 trash cans

Areas 3, 4 and 5: Suite E, Studio Theatre, Catering Kitchen

Room	Task Description	Room Description
Area 3 Suite E 760 sqft	<ul style="list-style-type: none">• Remove trash, replace liners• Vacuum carpets, spot clean stains• Wipe down tables• Clean door glass and remove wall/baseboard scuffs	<ul style="list-style-type: none">• Carpeted space• Up to 2 trash cans
Area 4 Studio Theatre 2,430 sqft	<ul style="list-style-type: none">• Trash removal• Wipe down tables• Sweep and mop floors	<ul style="list-style-type: none">• Marley flooring• Up to 4 trash cans
Area 5 Catering Kitchen 300 sqft	<ul style="list-style-type: none">• Remove trash, replace liners• Confirm caterer removed trash• Sweep and mop floors• Wipe down counters and tables	<ul style="list-style-type: none">• Tile flooring• 2 trash cans

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APPENDIX C – Bid Pages

Bid to be awarded on TOTAL BASE BID of Performance Event cleaning rates.

Conference Center Cleaning Services shall be exercised by request from a Thrasher-Horne Representative and shall be at the rates stated on this bid page. Although an optional service, bids not having rates for Conference Center cleaning services shall be considered incomplete and deemed non-responsive. Thrasher-Horne Center reserves the option to use other than the awarded vendor for Conference Center cleaning services.

In the event of a discrepancy, unit prices shall prevail. All quantities are estimates for bid purposes only. Actual quantities may differ.

Performance Event Cleaning Services	Hourly Rate	X Number of Hours	Extended Total
1. Call-out services for coverage of the events held at the Thrasher-Horne Center Performance Spaces as outlined in Appendix A. These events primarily occur after normal business hours and weekends but may at times involve weekday activities. Work shall be performed in these circumstances at the Thrasher-Horne Center's discretion. Expectation and scheduling of events with one month's notice.	\$	6,000	\$
2. Call-out services on short planning notification time frame for extra coverage and/or events held at the Thrasher-Horne Center Performance Spaces as outlined in Appendix A. The short planning notification time frame consists of scheduling within one week, or shorter notice.	\$	45	\$
TOTAL BASE BID			\$

Conference Center Cleaning Services

Rate Per Area

Area 1: Suite A/B + Conference Foyer + A/B Foyer Restrooms \$ _____

Area 2: Suite C/D + C/D Hallway + C/D Hallway Restrooms \$ _____

Area 3: Suite E \$ _____

Area 4: Studio Theatre \$ _____

Area 5: Catering Kitchen \$ _____

PART 5: ATTACHMENTS/REQUIRED FORMS

- 5.1 **BID COVER SHEET:** All Bidder's must complete and include this form with their bid submittal.
- 5.2 **STATEMENT OF NON-SUBMITTAL:** If potential bidder does not intend to submit an offer on this ITB please complete and return only this form prior to the ITB due date. This information will be used to help in the preparation of future ITBs.
- 5.3 **NON-DISCRIMINATION IN EMPLOYMENT POLICY FORM:** In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work, and further certifies that they are not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.
- 5.4 **USE OF COERCION FOR LABOR/SERVICES:** Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06.
- 5.5 **PUBLIC ENTITY CRIMES FORM:** Vendors convicted of a public entity crime may not submit an ITB on a contract to provide any goods or services to a public entity, may not submit an ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit ITBs 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). Bidders must acknowledge compliance with this statute and its intent.
- 5.6 **CONFLICT OF INTEREST DISCLOSURE FORM:** Award of this ITB is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Bidders must disclose the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Bidders must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches or dealerships.

Any conflicts of interest, whether apparent or potential, shall be disclosed and submitted to the College for review and evaluation. It shall be at the College's sole discretion whether a conflict exists.

- 5.7 **HOLD HARMLESS AND 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 ITB 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 ITB or the Contract executed in connection with this ITB; 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 ITB. This indemnification shall survive termination of the ITB and the contract, if any, executed in connection with the ITB. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

5.8 DISPUTE DISCLOSURE: The Bidder must indicate if there are any:

- a) Suits or proceedings pending, or to the knowledge of the Bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the Bidder or the employees to be used in providing the services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its employees to perform their obligations as stated in their response.
- b) The Bidder 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 Bidder. If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

5.9 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.

- 5.10 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 bidder not provided as part of the bid. Please provide a minimum of three references.
- 5.11 INSURANCE REQUIREMENTS AND FORMS: 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 ITB. The 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 ITB. 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.

The Contractor's comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained within. It shall also name St. Johns River State College as an additional insured for liability arising out of operations performed for St. Johns River State College. Such insurance shall be written by a company or companies approved to do business in the State of Florida and have a Best Rating of A or better. The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by St. Johns River State College, Attn: Dee Westney, 5001 St. Johns Avenue, Palatka, Florida 32177-3897, DeeWestney@sjrstate.edu. The Contractor shall provide a Certificate of Insurance reflecting coverage with SJR State named as additional insured with the minimum limits below:

Minimum Insurance Requirements Schedule (*All Policies should be Occurrence Form Only)

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)
	\$ 10,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Advertising Injury
	\$2,000,000 General Aggregate – Per person/Per Project
	\$2,000,000 Products – Comp/OP Aggregate

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

All insurance policies will include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from St. Johns River State College.

Bidders shall attach to their submittal a copy of their insurance certificate showing at least the minimum requirements as set forth in this ITB to show their ability to obtain the minimum required insurance.

The awarded Bidder shall be required to submit a certificate of insurance with at least the minimum requirements as set forth in this ITB, showing the College as additional insured, within seven (7) business days after Notice of Award.

- 5.12 LICENSES/PERMITS/CERTIFICATIONS: Bidders shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Bidder.

Bidder will submit a copy of their license to do business in the State of Florida and any other applicable license as it relates to the ITB or is required under "Scope of Services/Specifications."

- 5.13 ADDENDA: Bidders should confirm receipt of any and all Addenda to ensure the bid submitted conforms to any and all changes made via an official Addendum posted by the College. It is the Bidder's responsibility to check for any and all Addenda issued by the College, posted on the College's website (<https://www.sjrstate.edu/purchasingdept>) and on <https://network.demandstar.com/>.

- 5.14 Failure to complete, sign and submit the required forms may result in the submittal being deemed "Non Responsive".

THIS SECTION INTENTIONALLY LEFT BLANK

**ATTACHMENT 5.1
BID COVER SHEET**

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE: _____

(Print)

BY: SIGNATURE: _____

(Sign)

TITLE: _____

PHONE NO: _____

EMAIL ADDRESS: _____

The Bidder by signing this sheet and submitting an ITB certifies that he/she 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 an ITB whatsoever.



**ST. JOHNS
RIVER**
STATE COLLEGE

ATTACHMENT 5.2
STATEMENT OF NON-SUBMITTAL

WE, the undersigned, have declined to bid on the above-referenced Invitation to Bid for the following reason(s):

Please check all that apply:

- ☐ Scope of Work or Terms and Conditions are too “restrictive” (Please explain below)
- ☐ Unable to meet requirements
- ☐ Invitation to Bid was unclear (Please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this service/product
- ☐ Our schedule would not permit us to perform
- ☐ Other (Please explain below)
- ☐ Please remove our company from future opportunities

Comments: _____

Company Name: _____

Date: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

ATTACHMENT 5.3
NON-DISCRIMINATION IN EMPLOYMENT POLICY FORM

The undersigned assures that it shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States shall, on the ground of race, color, or national origin.
- B. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap.
- C. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), which prohibits discrimination on the basis of sex.
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age.
- E. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- F. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

The Vendor certifies that it will comply with the nondiscrimination regulations, guidelines, and standards as they are now, or may be lawfully adopted under the above statutes.

Company: _____

Authorized Signature of Bidder: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 5.4
USE OF COERCION FOR LABOR/SERVICES

Affidavit Regarding Use of Coercion for Labor/Services

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified on this form DOES NOT engage in the following:

- Using or threatening to use physical force against any person
- Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will
- Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined
- Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person
- Causing or threatening to cause financial harm to any person
- Enticing or luring any person by fraud or deceit
- Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated are true.

Signed: _____ Date: _____

Printed Name and Title: _____

Contractor Name: _____

Contractor Address: _____

City/State/Zip: _____

Phone Number: _____ Email: _____

ATTACHMENT 5.5
PUBLIC ENTITY CRIMES FORM

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: ITB-SJR-03-2025. 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 _____, 202__.

Notary Public Signature

Notary Public Seal

ATTACHMENT 5.6
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: **ITB-SJR-03-2025/ Event Cleaning Services for Thrasher-Horne Center**

The term "Conflict of Interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting, a Contractor's/Consultant's professional judgement in completing work for the benefit of St Johns River State College.

It is expressly understood that any apparent or actual conflicts shall be disclosed on this form, as described herein. All Bidders must disclose the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Bidders must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches or dealerships.

Failure to do so may result in disqualification from evaluation or termination from work on this project.

Please check the appropriate statement:

_____ I hereby attest that the undersigned Bidder has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

_____ The undersigned Bidder, as noted below, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Bidder: _____

Authorized Representative: _____ Date: _____
(Signature)

(Printed Name/Title)

ATTACHMENT 5.7
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. ITB-SJR-03-2025 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: _____

County of: _____ State 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 _____, 202__.

Notary Public Signature

Notary Public Seal

ATTACHMENT 5.8
DISPUTE DISCLOSURE

The proposer must indicate if there are any:

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

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

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

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

Signature

Title

Printed Name

Date

ATTACHMENT 5.9
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. 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 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 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 workplace through implementation of this section.

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

Signature

Title

Printed Name

Date

**ATTACHMENT 5.10
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: _____

**ATTACHMENT 5.11
INSURANCE**

Please attach a copy of the Bidder's Certificate of Insurance, showing at least the minimum insurance requirements as outlined in 5.11 are met.

THIS SECTION INTENTIONALLY LEFT BLANK

ATTACHMENT 5.12
LICENSES/PERMITS/CERTIFICATIONS

In the spaces below, each Bidder shall list all current licenses, permits, and/or certifications held relative to the required services as provided herein. Each Bidder shall attach a copy of each current license, permit and/or certification listed below to his/her bid.

License Name	License Number	Issuing Agency	Expiration Date

**ATTACHMENT 5.13
ADDENDA**

During the preparation of the ITB, the following Addenda, if any, were received:

Addendum #: _____ Date Received: _____

Addendum #: _____ Date Received: _____

Addendum #: _____ Date Received: _____

Addendum #: _____ Date Received: _____

Please Note: It is the Bidder's responsibility to check for any and all Addenda issued by the College, posted on the College's website (<https://www.sjstate.edu/purchasingdept>) and on <https://network.demandstar.com/>. If a Bidder fails to acknowledge receipt of all Addenda on this form the Bidder may be deemed non-responsive.

THIS SECTION INTENTIONALLY LEFT BLANK