



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

REQUEST FOR PROPOSAL

RFP-SJR-05-2024

Lease of Evolv Express Walk-Through
Detection System for Thrasher-Horne

Proposals Due

Monday, October 10, 2024

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

Purchasing Department, Palatka Campus
Business Office; Building "A"
5001 St. Johns Ave, Palatka, FL 32177

1.0	INTRODUCTION
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1.0 INTRODUCTION

1.1 St. Johns River State College (SJR State or College) serves students in Putnam, St. Johns and Clay Counties. The College is issuing this Request for Proposal (RFP) to identify a qualified vendor who can provide a lease for an Evolv Express walk-through, touchless, security screening system for Thrasher-Horne Center, a state-of-the-art performance and event venue in Clay County on the Orange Park Campus.

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 RFP shall be the responsibility of the College and will be communicated via the Purchasing Department and shall be final. Questions and requests for clarifications should be directed in writing to the Purchasing Department via email at purchasingdepartment@sjrstate.edu. Questions will be accepted until the deadline listed in Section 4.0 of this RFP. Any and all written questions received 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 RFP shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any Respondent's proposal, shall not be considered in the evaluation of proposals submitted, and shall be considered inadmissible in proposal dispute proceedings.

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 respondent certifies compliance with FS 287.133.

2.0 GENERAL TERMS AND CONDITIONS

2.1 AWARD: All Respondents 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. Respondents are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility. The College reserves the right to accept/reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the needs of the College.

2.1 EXPENSES: Respondents are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the College. It is expressly understood, no Respondent may seek or claim any award and/or re-imbusement from the College for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

2.2 RFP DATE AND TIME: All Proposals 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 Thursday, October 10, 2024. Please indicate the RFP number on the outside of your sealed proposal envelope to assist the College in identifying your RFP. Proposals received after due date/time will not be accepted. Proposals cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that may cause a proposal to be late. To be considered responsive your proposal shall be signed by an authorized employee/officer with the authority to bind a contract and must include all requested item(s). 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 Section 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.sjrst.edu/purchasingdept.html and <http://www.demandstar.com>

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 Respondents. 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.

2.6 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 facsimile transmittal to Purchasing department 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 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.

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

2.8 APPLICABLE LAW: The Respondent shall comply with all applicable federal, state, county and local laws, rules, ordinances and regulations. This RFP, and any 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 Respondent 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 the College.

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 Respondents must disclose the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Respondents must disclose the name of any

College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Respondent's firm or any of its branches or dealerships.

2.12 MINIMUM QUALIFICATIONS OF CONTRACTOR: The following are minimum qualification requirements that Respondents must meet in order to be eligible to submit a proposal. Proposals must satisfactorily demonstrate Respondent qualifications that meet and/or exceed the minimum qualifications as follows:

- Respondent must be licensed in to do business in the State of Florida
- Respondent must have at least five (years) of prior experience working on projects of same size and scope of this RFP
- Respondent must be an authorized partner of Evolv screening systems

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.

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:

**TONI MAST
5001 ST. JOHNS AVE
PALATKA, FL 32177
ToniMast@sjrstate.edu
(386)312-4126**

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 RFP 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 respondent. 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 respondent 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 SAFETY REQUIREMENTS: The Contractor, by submitting a proposal, agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970,

including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

2.18 WITHDRAWAL OF PROPOSAL: Proposals 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.

2.19 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 proposer will enter into a contract with the College based on the RFP specifications and their lease proposal for a period of sixty months (60) months. SJR State has the option and reserves the right to extend the lease or enter into a new lease upon the end of the sixty (60) month contract period. Anticipated contract start date will be as soon as agreeable between the two parties.

3.2 Termination/Cancellation of the contract lease for breach or violation shall be included under terms of submitted proposals, and shall be negotiated in the best interest of the College, if necessary.

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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 www.sjrstate.edu/purchasingdept.html and www.demandstar.com.

Issue RFP	September 16, 2024
Written questions due by 5:00pm	September 30, 2024
*Submit via email purchasingdepartment@sjrstate.edu	
Final Addenda issued	October 3, 2024
Proposals Due Palatka, Business Office NLT 2:00pm	October 10, 2024
Public Opening of Proposals, Valhalla Hall at 2:30pm	October 10, 2024
Evaluation Committee Initial Meeting	October 15, 2024
Evaluation Committee Scoring Meeting	October 29, 2024
Proposer Presentations/Interviews (if needed)	November 4, 2024
Evaluation Committee Final Results	November 4, 2024
Issue Intent to Award	November 4, 2024

PRE-BID MEETING: There is no Pre-Bid meeting for this RFP

4.2 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 shellyvongchanta@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 October 10, 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. Proposers are welcome to attend but will not have the opportunity to speak.

4.4 EVALUATION COMMITTEE INITIAL MEETING: The College will conduct an evaluation committee initial meeting at 10:00am on October 15, 2024. The intent of this meeting is to inform the Evaluation Team of their responsibilities and the scoring process. The meeting will be held on the Orange Park campus at Thrasher-Horne. The Evaluation Committee Meeting is open to the public. Proposers are welcome to attend but will not have the opportunity to speak.

4.5 EVALUATION COMMITTEE SCORING MEETING: The college will conduct an evaluation committee meeting at 10:00am on October 29, 2024. This meeting will be held at the Orange Park campus at Thrasher-Horne, and it will be open to the public. Proposers 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. These presentations will be scheduled for November 4, 2024, at 10:00am.

4.6 EVALUATION COMMITTEE FINAL RESULTS: The college will conduct a final evaluation committee meeting at 2:00pm on November 4, 2024, to select the intended vendor for award. The meeting will be held on the Orange Park Campus at Thrasher-Horne. The meeting is open to the public. Proposers are welcome to attend but will not have the opportunity to speak.

4.7 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

5.1 INTRODUCTION

The Thrasher-Horne Center is located on the Orange Park campus of St. Johns River State College and presents the very best of professional music, theater, dance and meeting space. Our \$22 million, 84,666 sq. ft. venue opened in the Fall of 2004. Former St. Johns River State College President Robert L. McLendon, Jr. named our building after John Thrasher and Jim Horne, both of whom served in the Florida legislature and were instrumental in obtaining funding for the Center. Together these individuals worked with the Clay County Chamber and Tourist Development Council to secure our permanent home on the Orange Park campus of St. Johns River State College, who owns and operates the Center.

Our main stage theater has up to 1728 seats and our conference center has up to 6,260 sq. ft. Since its inception, The Center has played host to hundreds of events, including nationally touring musicians and performers, Broadway musicals, a variety of other cultural offerings, numerous main stage rentals, business meetings, expos, and community receptions. In addition to the Main Stage Theater and Conference Center, 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.

For more than 60 years, our parent organization - St. Johns River State College – along with the Florida School of the Arts, have been providing educational, technical and cultural opportunities to the residents of Clay, Putnam and St. Johns counties. Clay County is one of Florida's fastest growing counties, and the addition of the Thrasher-Horne Center provided the area with its first major flagship cultural arts and event venue facility. Thrasher-Horne Center's large, modern theatrical and event spaces match in quality to those found in event centers throughout Florida. We offer both superior entertainment, educational value and top-quality event spaces as well as a significant direct economic benefit to Clay County. The 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.

5.2 PROJECT DESCRIPTION

Our present traditional walk-through metal detectors require those passing through to remove their phone, keys, and other metallic objects from their person before walking through. Metal detectors also

have high false alarm rates and users are subject to intrusive bag checks that lead to long screening times.

Evolv Express is a touchless security solution that operates up to ten times faster than traditional metal detectors and provides a walkthrough experience that can screen 4,000 people per hour without the need to empty pockets or remove backpacks. Requirements provided herein are for a high-throughput weapons detection system capable of detecting weapons including firearms, knives, and metallic bombs.

Thrasher-Horne Center would like to contract with a firm to install, maintain and update one (1) Evolv Express System for sixty (60) months.

5.3 SYSTEM REQUIREMENTS

5.3.1 General

The system shall be designed for soft target protection in high throughput settings.

The system shall be aesthetically designed with no overhead structure or arches.

The system shall be capable of being customized to accommodate customer-specific branding.

The system shall be able to detect the following threats concealed on a person or within a carried bag or other item:

- i. Firearms
- ii. Knives of specific sizes
- iii. Metallic improvised explosive devices
- iv. Other metallic weapons

The system shall be a system already in production with at least 500 million visitor scans and an installed base of at least 1,000 units.

The system shall be able to be used indoors or outdoors.

5.3.2 Environmental

a. The system shall be capable of being stored under the following conditions:

- i. -40° to +70° Celsius

b. The system shall be capable of being operated indoors or outdoors in wind and rain.

c. The system shall be capable of being operated under the following conditions:

- i. -20° to +40° Celsius in full sun and up to +55° Celsius under shaded cover
- ii. Relative humidity 0-95% non-condensing

d. The systems shall have an ingress protection rating of at least IP56.

5.3.3 Size

a. The system shall be configurable for single lane or dual lane deployments.

b. The size of the system for these configurations shall not exceed the following:

	Maximum Width	Maximum Height	Maximum Depth
Single Lane	80 inches	75 inches	48 inches
Dual Lane	135 inches	75 inches	48 inches

5.3.4 Power

- a. The system shall operate on 100–240 VAC @ 50/60 Hz.
- b. Typical power consumption shall be ~200 watts or less.

5.3.5 Compliance with Standards, Laws & Policies

- a. The system shall be certified to be in compliance with UL 61010-1 by an OSHA-approved, nationally recognized test laboratory (NRTL), with authorization to use the NRTL sticker on all production systems.
- b. The system shall be certified to be in compliance with CFR Part 15, with authorization to use the FCC logo on all production systems.
- c. The system shall be certified to be in compliance with EN 61010-1.
- d. The system shall meet the standards for human exposure to magnetic fields in
 - i. IEEE C95.1-2019 Standard for Safety Level with Respect to EMF
 - ii. ICNIRP Guidelines for Limiting Exposure to Time-Varying Electric and Magnetic Fields 2010 (1 Hz - 100 kHz)
- e. The system shall be certified to be in compliance with all requirements needed to obtain a CE mark with authorization to use the CE mark on all production systems.
- f. The system shall be compliant with the Americans with Disabilities Act requirements for wheelchair access through the system.
- g. The system shall have SAFETY Act designation or certification as a qualified anti-terrorism technology from the Department of Homeland Security.

5.3.6 Detection Capability

- a. The system shall be capable of screening people at walking pace (0.5m/s or faster) without the need to divest benign items such as mobile phones, wallets, keys, and belts, which should not cause the system to alarm.
- b. The system shall be able to detect mass casualty weapons concealed on persons or within items they are bringing through the system.
- c. The vender shall share independent third-party test results with the client, including details of the testing undertaken.
- d. The weapons detection capability shall cover a person's entire body as the person, up to 6 feet 6 inches tall, walks through the system.
- e. Detection shall remain consistent and accurate outdoors in winds up to 20 mph.
- f. There shall be at least six customer-selectable sensitivity settings for different threat conditions.
- g. The password needed to change the sensitivity setting shall be supplied by the manufacturer when the system is installed.
- h. The software algorithm shall employ artificial intelligence techniques to differentiate between true threats and benign objects.
- i. The software algorithm shall be upgradable remotely to account for new threat profiles.
- j. Detection and nuisance alarm performance shall be determined at a walking lane distance that is compliant with Americans with Disabilities Act standards (minimum 32 inches walking lane distance).

- k. To provide consistent detection performance, there shall be a method to definitively and repeatedly set the distance between the scanning towers to a known value.

5.3.7 Throughput

- a. The system shall have a demonstrated (not just theoretical) capability of scanning at least 4,000 people per hour.

5.3.8 System Setup

- a. The system's design shall enable repeatable and consistent setup, alignment, and spacing, as well as a way for operators to easily recognize when system has been improperly set up or misaligned/incorrectly spaced from bumping or use.
- b. There shall be a way to secure the system to the ground or floor.

5.3.9 System Operation

- a. The system shall scan people individually or in groups as they walk through the scan area.
- b. The system shall have the ability to screen two adult people simultaneously as they walk through the same lane.
- c. People shall walk through the system naturally, without being required to stop, turn, hold a particular position, or remove any pocketed items.
- d. There shall be separate LED indicators for each lane on the rear of the system visible to the guard that convey the lane's operational status (e.g., alarm, no alarm, power-on self-test, error).
- e. The system shall not require any calibration during normal day-to-day operations.
- f. The system shall be capable of operating continuously, except for a weekly reboot.

5.3.10 System Displays

- a. The system shall have the ability to be able to indicate clearly who needs to be sent to secondary processing and pinpoint the specific area where a secondary search is required.
- b. The system shall have wireless displays per lane to display the scan results.
- c. To facilitate an unbiased search, there shall be a visual identification of the specific person that alarmed.
- d. To facilitate a more efficient directed search and reduce the burden on security teams, there shall be a visual indication of the specific location of the threat on a person's body or in an item they are carrying.
- e. If the system finds an alarm, the following events shall occur in less than 1 second from when the visitor exits the scan zone:
 - i. Rear lights for the appropriate lane indicate "alert"
 - ii. An audible sound is emitted from all displays assigned to the lane with the alert
 - iii. The alert with associated image(s) from camera(s) and overlaid threat box(es) are sent to all display displays

- f. The system shall have the ability to display multiple threat boxes overlaid on an image of the person alerting if the system detects more than one possible threat on the person.
- g. The display shall provide the ability for the alert to be “tagged” to indicate what category of item caused the alert, and the tag data shall be stored in a database for customer analysis.
- h. The display shall have the capability to push messages via SMS message or email to request assistance from specified personnel or a security operations center.
- i. The system shall have the ability to display previous alerts for security personnel to review for better situational awareness.
- j. The system shall display training and troubleshooting materials on demand.

5.3.11 Data Retention

The system shall allow a user to configure the system to:

- a. Not store any scan results
- b. Store basic scan results
- c. Store full scan results

5.3.12 Integrations

- a. The system shall have the ability to connect to the Security Operations Center through an API or other similar data exchange.
- b. There shall be the ability to integrate system alert data with security end point applications such as video management systems, mass notification systems, and access control systems.
- c. There shall be a published API to allow for custom integrations.
- d. There shall be situational awareness video cameras at the front and rear of the system that connect to a video management system.

5.3.13 Fleet Management

- a. The system shall be connected to a cloud service for fleet management.
- b. The end user shall have the ability to remotely access the systems to change settings should they need to when offsite.
- c. Through a common Internet browser, authorized users shall be able to remotely:
 - i. Access and change settings for sensitivity and data retention
 - ii. Configure active threat and benign tags
 - iii. Push software updates to their fleet of systems
 - iv. Pre-define request assistance messages
 - v. Access version information
- d. The system shall provide the ability to inform selected personnel via SMS and/or email if the screening sensitivity setting has been changed.

5.3.14 Analytics

- a. Authorized users shall be able to download operating statistics from the system via a web-based cloud portal or mobile application to provide insights across multiple business dimensions.
- b. Fleet data shall be exported automatically to reports to inform security operations.
- c. There shall be the ability to:
 - i. Generate either a daily or event-based screening report (these are automatically emailed to subscribed users)
 - ii. Display a performance dashboard for venue
 - iii. Display visitor alert rates for venue
 - iv. Compare alert rates by sensitivity setting
 - v. Understand what alert rate would have if screening for a given (historical) timeframe had been performed at a different sensitivity setting
 - vi. Compare alert rates by events and event categories (e.g., concert, sporting event, etc.)
 - vii. Understand what type of items are generating alerts at your venue (e.g., what are visitors carrying that are resulting in alerts)
 - viii. Display visitor arrival curves for venue
 - ix. Compare visitor arrival curves, for example, week to week
 - x. Analyze reported system errors and system temperature

5.3.15 Portability

- a. The system shall be on wheels for easy redeployment around a site, including movement over brick, asphalt, and concrete.
- b. It shall be possible for one person to set up the system at a new site and enable operations within 60 minutes of arrival.
- c. It shall be possible for the system to be moved from a storage location and re-installed at a new location at a site in under 5 minutes.
- d. The system shall be capable of self-calibrating and performing a system health check, which should take on average less than 5 minutes from start-up.

5.3.16 Support and Maintenance

- a. Pricing shall include 24/7/365 support, preventive maintenance, corrective maintenance, hardware, and software licenses for operation for a minimum of four years.
- b. The system shall have capabilities for service personnel to access health diagnostics remotely to improve system uptime.
- c. There shall be a local support capability with a response time to site of less than 24 hours.

5.4 CONTRACTOR RESPONSIBILITIES

The awarded Respondent shall provide all materials, equipment, labor, supervision and transportation to install, maintain and update (to include training) for an Evolv Express System under a sixty (60) month lease. The lease shall include, but not be limited to:

- Training; Along with set-up and take-down of the system instructions
- Go Live supported included.
- Expert Maintenance provided
- Evolv Subscription provided
- Software upgrades & maintenance provided
- At 5 years renewal – option to have old hardware replaced with new hardware on the market
- Installation included
- Access to bug fixes
- Access to technical and customer support
- 90 day warranty

6.0 PROPOSAL FORMAT

6.1 All of the components outlined below must be included with each copy of the Proposal and submitted as follows: one (1) original and five (5) copies, submitted in a sealed envelope or container labeled with Company name and RFP Number and name.

Additionally, all headings, sections and sub-sections shall be identified appropriately. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified herein. The information in this section shall include, but is not limited to the following:

Section 1: Proposal Cover Sheet (Complete and Submit) and Cover Letter

Respondents shall provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- Respondent's name, contact person, business address, phone number, fax number and e-mail address
- A brief statement of the respondent's understanding of the services required.
- Profile - Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations

Section 2 Pricing Proposal

In this section, Respondent shall provide a pricing proposal to include all labor, materials, supervision, travel and any other costs associated with performing the scope of work specified herein. Pricing proposals shall clearly state monthly lease payments, depreciation and (if applicable) termination costs. All other terms of the lease should also be included in the pricing proposal.

Other fees or costs not included in the monthly lease payments shall also be noted in the pricing proposal.

Section 3 Qualifications of the Company

In this section, Respondents shall provide evidence that the firm is qualified and staffed to perform any or all of the scope of services associated with this RFP. This can include organization charts, key personnel and other credentials. This may also include a brief summary of the firm's capabilities and offerings under lease terms that may not fall under any of the above sections that may be relevant to the project.

Section 4 Project Approach

Provide a brief summary of the firm's approach to the project. The summary should include projected lead times, tentative project completion dates and other pertinent information regarding the project.

Section 5 Required Forms

Include all required forms in the original copy and all five (5) duplicate copies of proposals. A forms checklist is provided to ensure no forms are missed.

7.0 EVALUATION

7.1 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 Respondent 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 Respondent until a satisfactory contract can be negotiated and entered into.

7.2 EVALUATION CRITERIA

Evaluation of proposed lease agreements shall be as follows:

0-50 points	Pricing Proposal
0-25 points	Qualifications of the Company
0-25 points	Project Approach

7.3 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 Respondent's points to determine which respondents 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.

8.0 REQUIRED FORMS

A Proposal Checklist has been provided for the convenience of all respondents. This form is not required to be submitted.

8.1 PROPOSAL COVER SHEET

Complete and submit.

8.2 VENDOR BUSINESS PROFILE

Complete and submit.

8.3 IRS FORM W-9

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 to be completed and returned with your RFP proposal submittal.

8.4 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.

8.5 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 an 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). Respondents must acknowledge compliance with this statute and its intent.

8.6 DRUG-FREE WORKPLACE CERTIFICATION

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

8.7 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 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.

8.8 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.

8.9 LEGAL ISSUES

The Respondent must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the Respondent, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the Respondent 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 Respondent 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 Respondent. If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

8.10 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.

8.11 INSURANCE REQUIREMENTS: 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 RFP. 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 RFP. 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 AA 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: Toni Mast, 5001 St. Johns Avenue, Palatka, Florida 32177-3897. The Contractor shall provide a Certificate of Insurance reflecting coverage with SJR State named as additional insured: Limits: minimum of \$1,000,000.00 per occurrence.

8.11.1 Minimum Insurance Requirements Schedule

Policy:	Workers Compensation
Coverage:	WC Statutory Limits
	Employers Liability - \$500,000 Each Accident
	\$500,000 Disease – Each Employee
	\$500,000 Disease – Policy Limit
Policy:	Comprehensive General Liability Insurance:
Coverage:	\$1,000,000 Each Occurrence
	\$ 100,000 Fire Damage (Any One Fire)
	\$ 5,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Adv Injury
	\$2,000,000 General Aggregate
	\$2,000,000 Products – Comp/OP Aggregate
Policy:	Automobile Liability
Coverage:	\$1,000,000 Combined Single Limit

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

*All Policies should be Occurrence Form Only

8.12 LICENSES

Copy of License to do business in the State of Florida and any other applicable license as it relates to the project.

8.13 PROOF OF WOMEN/VETERAN/MINORITY BUSINESS ENTERPRISE

If applicable.

8.14 ADDITIONAL INFORMATION

If the Respondent feels more information would help their proposal, they may submit the information here.

(INTENTIONALLY LEFT BLANK)

PROPOSAL CHECKLIST

This checklist is provided for the convenience of the company submitting a proposal and may be used to ensure that sections of the RFP are properly completed and returned. This form (Proposal Checklist) is for the Respondent’s use and is not required to be submitted.

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

- _____ Proposal Cover Sheet/Cover Letter
- _____ Pricing Proposal
- _____ Qualifications of the Company
- _____ Project Approach
- _____ Vendor Business Profile
- _____ IRS Form W-9
- _____ Non-Discrimination in Employment Policy Form
- _____ Public Entity Crimes Form
- _____ Drug-Free Work Place Certification
- _____ Hold Harmless and Indemnification Agreement
- _____ References
- _____ Legal Issues
- _____ Use of Coercion for Labor/Services
- _____ Certificate of Insurance
- _____ Licenses
- _____ Proof of Women/Veteran/Minority Business Enterprise (if applicable)
- _____ Additional Information (if applicable)

8.1 PROPOSAL COVER SHEET

ANTI-COLLUSION STATEMENT: The Respondent by signing and submitting a proposal has "not" divulged to, discussed or compared his/her proposal with any other Respondents and has not colluded with any other Respondents or parties to an RFP whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this RFP and the Respondent 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: _____

W/V/M ENTERPRISE NO. & TYPE: _____

(if applicable)

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE: _____

(Print)

BY: SIGNATURE: _____

(Sign)

TITLE: _____

PHONE NO: _____

EMAIL ADDRESS: _____

8.2 VENDOR BUSINESS PROFILE



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.</p> <p>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.</p> <p>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. Forms may be emailed to purchasingdepartment@sjrstate.edu or faxed at 386-312-4167. Please call the purchasing department if you have any questions 386-312-4200.</p>			
Name of Person Completing Form:		Date:	
Name of Person at SJR State College Requesting Vendor to Complete the Vendor Business Profile			

8.3 IRS FORM W-9

The most current version of IRS Form W-9 can be found at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Please complete and submit.

<p>Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give form to the requester. Do not send to the IRS.</p>
<p>Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i>, below.</p>		
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Print or type. See Specific Instructions on page 51.</p>	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <hr/> <p>2 Business name/disregarded entity name, if different from above.</p> <hr/> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) </p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <small>(Applies to accounts maintained outside the United States.)</small></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>		
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>		
<p>Sign Here Signature of U.S. person</p>		<p>Date</p>
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>What's New</p> <p>Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.</p>		
<p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they</p>		
<p>Cat. No. 10231X</p>		<p>Form W-9 (Rev. 3-2024)</p>

8.4 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: _____

8.5 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: RFP-SJR-05-2024. 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 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

8.6 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

8.7 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. 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: _____

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

8.8 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: _____

8.9 LEGAL ISSUES

The proposer must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the 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

8.10 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: _____ Contractor FEIN: _____

8.11 CERTIFICATE OF INSURANCE

Respondents shall provide certificates of insurance as part of their submittal. Certificates of insurance shall meet or exceed the requirements as described in Section 8.11 INSURANCE REQUIREMENTS.

8.12 LICENSES

Respondents 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 Respondent.

Each Respondent shall attach a copy of each current license and/or certification relevant to the RFP here.