

St. Johns River State College

RFP No: RFP-SJR-09-2016

RFP Name: Branding & Digital Marketing for Thrasher-Horne Center



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

Request for Proposal

RFP No: RFP-SJR-09-2016

RFP Name: Branding & Digital Marketing for
Thrasher-Horne Center

RFP Due: Wednesday, June 8, 2016

St. Johns River State College

RFP No: RFP-SJR-09-2016

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1.0 General Terms and Conditions

2.0 Contract Term

3.0 Schedule

4.0 Proposal Instructions

5.0 Specifications

6.0 Evaluation Criteria

7.0 RFP Forms

St. Johns River State College is inviting interested eligible bidders to submit a comprehensive proposal for a Branding and Digital Marketing Campaign for Thrasher-Horne Center. The Branding Campaign will focus on discovering the new identity of Thrasher-Horne Center and the translation and launch of that identity to the public. The Digital Marketing Campaign will focus on redesigning Thrasher-Horne Center's website and positioning the center equal to its competitors online through SEO and PPC strategies.

History:

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. The center includes a 1,725 seat main stage theater, 200 seat studio theatre, 11,000 square foot conference center, and art gallery. 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 and business meetings and community receptions held in the conference center. The branding campaign will need to reflect both of these important elements.

Under the leadership of a new Executive Director, the center began a new series of programming in 2015. This programming has included more name-recognizable performances along with the first full Broadway series. Compiled with the increased rental events in the conference center, Thrasher-Horne Center continues to increase its awareness in the community. In the 2015-2016 season alone, over 60% of the audience were first-time ticket buyers to the venue.

Objective:

Thrasher-Horne Center strives to reposition itself in the community as the premiere gathering place; the intersection of the arts, community, education and commerce in Northeast Florida. To accomplish this means increasing awareness of Thrasher-Horne Center as an option in the area by making it easily searchable online and providing a brand that will be recognizable to potential patrons.

1.0 General Terms and Conditions

All Companies submitting a response to this RFP understand and agree that the affirmative act of submitting a response constitutes acceptance and agreement to the General Terms and Conditions. Proposers are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility.

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RFP DATE AND TIME

All Proposals must be delivered to the Purchasing Office, located at 5001 St. Johns Ave, Palatka FL 32177 on or before the due date as listed below. Please **boldly** indicate **the RFP number** on the outside of your sealed proposal envelope to assist the College internally in identifying your bid.

To be responsive your proposal shall be signed by an authorized employee/officer with the authority to bind a contract.

To be considered responsive, bidders **shall** deliver before 2:00 p.m. EST. on **06/08/2016** one (1) original hard copy, (6) six number of duplicate copies and provide one (1) USB drive that contains "all" of your documentation included in the original bid in a **pdf** format.

Note: Original proposal must be marked **ORIGINAL** and must have original signatures. Please label the USB drive with the College's name, RFP number, and your company's name. (i.e. "Copy" Acme Bid, RFP-SJR-09-2016). It is the bidder's responsibility to guarantee the USB drive is 100% identical to your original hard copy bid. In the event of a discrepancy, your original hard copy will prevail.

PLACE FOR RECEIVING PROPOSALS

Bids may be mailed or hand delivered to:

St. Johns River State College

c/o Purchasing Coordinator

Office of Business Affairs, Building "A"

5001 St. Johns Ave

Palatka, Florida 32177

All bids must arrive and be date/time stamped by a Purchasing Department representative prior to the specified bid due date/time. Bids received after that time **will not be accepted**. Bids cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that cause a bid to arrive at the Business Office, Building "A", Room A0029 after the designated bid due date/time.

PUBLIC BID OPENING

St. Johns River State College will conduct a Public bid/proposal opening at **2:30pm on 06/08/2016** in the Colleges Board Room, located at 5001 St. Johns Avenue, Palatka Florida Building A, Room #A. **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. Thereafter, 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. Please direct any inquires to the College contact listed below.**

RFP PACKAGE

Interested bidders may obtain a RFP Package from Julianne Young, Purchasing Coordinator for St. Johns River State College by any of the following methods.

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By email: julianneyoung@sjrstate.edu

By download, available at : www.sjrstate.edu/092016

By USPS: Request sent certified mail to:

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

Walk-in Pick Up:

St. Johns River State College
c/o Purchasing Coordinator
Office of Business Affairs, Building "A"
5001 St. Johns Ave
Palatka, Florida 32177

RFP AWARD PROCESS

The basis for bid award, if awarded, is to the lowest or best bid for basic services which meets or exceeds the conditions of the bid specifications and the College is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the College. Notice of intent to award is anticipated by the close of business on **06/15/2016**. **POSTING OF RECOMMENDATION OF AWARD:** The Colleges recommendation of award will be posted to www.sjrstate.edu/092016

IDENTICAL OR TIED PROPOSALS/BIDS (USING FEDERAL FUNDS): The decision for the award of tied bids/proposals shall be made after a careful review of the circumstances surrounding the tie. pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a with drug-free workplace programs; if still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service Disable Veterans owned businesses certified by the State Department of Management Services so as to break a tie bid and award a tied bid to a certified Service Disabled Veterans owned businesses when all other things are equal.

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

PROTEST OF INTENDED DECISION

A Notice of Intended Decision to recommend or reject proposals will be posted in the Purchasing Department and at the Purchasing website <http://www.sjrstate.edu/purchasingdept.html>. In the event an unsuccessful firms desires to protest the College's notice of intended decision to award or reject a proposal, that Firms

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shall be required to comply with the **St. Johns River State College's RFP Protest Procedure** a copy of which is available from the Purchasing Coordinator, including, without limitation, filing a notice of protest with the Purchasing Coordinator, in writing, within seventy-two (72) hours after receipt of the notice or posting of the intended decision, and filing a formal written protest within ten (10) calendar days after the date the notice of protest is filed. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, which is 72 hours, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and must be received in writing by the Purchasing Coordinator.

ADVERTISING

In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College. Violation of this stipulation may be subject to the action covered by ARTICLE 30 of these General Conditions.

APPLICABLE LAW

The bidder shall comply with all federal, state, and local laws, rules, ordinances and regulations ("Laws") applicable to the Bidder's response to the RFP, the contract executed in connection with the RFP, and the provision of services under the RFP and the contract. The term "Laws" as used in this provision shall be deemed to include all laws which are specifically applicable to the College, as a political subdivision of the State of Florida and an educational institution. This RFP and the contract to be executed in connection with the award of this RFP must be modified 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.

Venue

The contract, when entered into and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and firm hereby agree that venue shall be in Putnam County, FL.

ASSIGNMENT

Any purchase order issued pursuant to this solicitation and any monies which may become due there under are not assignable except with the prior written approval of the College.

AWARD

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

BRAND NAME OR EQUAL

(As used in this paragraph, the term "brand name" includes identification of supplies by make and model.) If the items called for herein have been identified in the Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory if they meet the listed essential requirements. Proposals offering "equal" products will be considered for award, if allowed by the proposals/Special Conditions and if such products are clearly identified and are determined by the college to be equal in all material respects to the brand name products listed in the specifications. Unless the Proposer indicates in his proposal that he is offering an "equal" product, his proposal shall be considered as offering a brand name product identified in the specifications.

COMPLIANCE WITH SPECIFICATIONS

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

CONDITIONS AND PACKAGING

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

CONE OF SILENCE

From the time the public advertisement of this (ITN, RFQ, RFP, ITB, or other) takes place until the (ITN, RFQ, RFP, ITB, or other) is awarded and approved by the Board of Trustees, a vendor shall not contact any other College personnel or members of the College's District Board of Trustees, or Administrative staff either directly or indirectly, to discuss the selection process or in an attempt to further their interest in being selected. Failure to abide by the Cone of Silence policy is grounds for disqualification from this (ITN, RFQ, RFP, ITB, or other) process and vendor will not receive further consideration in reference to this (ITN, RFQ, RFP, ITB, or other).

It is expected that personnel and team members from firms that have applied for this selection refrain from posting opinions, provide commentary or engage in any discussion regarding the selection by the use of social media such as Twitter, Facebook, My Space and the like. Violation of these guidelines may result in disqualification of the applicant. The latter applies to employees of the Proposer, retained consultants or any other representative or individual promoting on behalf of the Proposer. Violation of these guidelines may constitute grounds for disqualification.

CONFLICT OF INTEREST

Any award hereunder is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Proposers must disclose the name of any officer, director, Board of Trustee, or agent who is also an employee of the State of Florida or any of its agencies. All Proposers must disclose the name of any College employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches or dealerships.

COOPERATIVE PURCHASE AGREEMENT

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.

DEFINITIONS

College, SJR State or St. Johns River State College refers to The St. Johns River State College. The college is a political subdivision of the State of Florida.

Firm, vendor, business, proposer, contractor or bidder in this document refers to respondents to this invitation to bid.

ELIGIBLE BIDDERS

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

EXCEPTIONS TO THE CONTRACT

Not all items cataloged by the successful Proposer will be purchased under the ensuing contract. Some office supply, equipment or furniture purchases will be made from other sources as required by law or regulation, for example, purchases from state contract vendors, Florida Association of Rehabilitation Facilities (RESPECT) or Florida Prison Industries (PRIDE). For more detailed information on state contracts, or items marketed by RESPECT or PRIDE, contact the purchasing office of this solicitation.

PAYMENT

Payment will be made by the College after the items have been received, inspected, and found to comply with the specifications, are free of damage or defect, and have been properly invoiced. Discounts will be taken if payment is made within the discount period. All invoices shall bear the College purchase order number.

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 at Property, or that such actions or conduct is otherwise

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detrimental to the College, then upon the College's written notice, Contractor shall immediately provide qualified replacement. Contractor employees shall report to designated personnel upon arrival and departure from property in the performance of services. Contractor's employees are expected to adhere to all college policies and procedures including but not limited to maintaining a tobacco free campus.

PROTEST OF RFP DOCUMENT

All firms are required to thoroughly review the RFP document within a reasonable time after receipt. Any concerns or comments relating to the RFP documents shall be brought to the attention of the College's Purchasing Coordinator: Julianne Young, in writing, promptly after receipt. However, if the Firms desires to protest the RFP document, or any of the specifications, requirements, or procedures thereof, the Firms will be required to comply with the St. Johns River State College's RFP Protest Procedures, a copy of which is available from the Purchasing Coordinator at St. Johns River State College within seventy-two (72) hours after receipt of the proposal document. Failure to comply with this procedure will constitute a waiver by the Firms of any right to later protest on the basis of the form, content and substance, including without limitation, the specifications, requirements or procedures, of the RFP documents.

PUBLIC RECORDS

Any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07 Florida Statutes. This includes material which the responding bidder or proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.

SAFETY STANDARDS

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

SAFETY REQUIREMENTS

The Contractor by submitting a proposal response 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 now standard, 29 CFR 1910.1200.

SOVEREIGN IMMUNITY

The parties hereto acknowledge and agree that St. Johns River State College is a political subdivision of the State of Florida. As such, pursuant to Florida Statute 768.28, the College's performance under any resulting agreement and any amendments thereto or attachments connected there with, shall at all times be subject to any and all state laws, state regulations and College District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein.

TAXES

The College does not pay federal, excise or state sales taxes. The applicable tax exemption numbers are:

Florida Sales Tax: 85-8013170533C-4
Federal Identification Number: 59-1033399

WITHDRAWAL OF PROPOSAL

Proposal may be withdrawn by written or telegraphic notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

2.0 Contract Term

If awarded, the successful bidder will enter into a contract with the College based on the bid specifications and the result of the bid. SJR State has the option and reserves the right to extend the contract beyond the initial 12 month period for three (3) additional twelve (12) month periods by mutual consent of the parties. This option does not prohibit SJR State from declining to enact the option to renew for any subsequent period(s).

The contract, if awarded, may be cancelled by either party without cause with 30 days prior written notice to the awarded bidder.

3.0 Schedule

The following schedule is a general guideline for issuance and recommendation of award of this RFP and issuance of the contract. The College may change the dates of any events of this RFP and the issuance of the Contract. Any changes to this schedule will be posted on the webpage dedicated to this RFP which can be found at: www.sjrstate.edu/092016

Tentative Dates Scheduled

Issue RFP	Monday, May 9, 2016
Written questions due by 2:00 pm	Wednesday, May 25, 2016
*submit via email julianneyoung@sjrstate.edu	
Proposals Due by 2:00 pm	Wednesday, June 8, 2016
Public Opening of Proposals	Wednesday, June 8, 2016 @ 2:30pm
Evaluation Committee Meeting, Short List	Thursday, June 9, 2016 @ 8:00am
Interviews/Demonstrations	Monday, June 13, 2016
Evaluation Committee Final Review	Wednesday, June 15, 2016 @ 10:00am
Intent to Award Issued	Wednesday, June 15, 2016
Protest Period	June 16, 2016 – June 20, 2016
*Bid Award	Tuesday, June 21, 2016
*assumes no protest	

PUBLIC BID OPENING

St. Johns River State College will conduct a Public bid/proposal opening at **2:30pm on 6/8/2016** in the College's Board Room, located at 5001 St. Johns Avenue, Palatka Florida Building A, Room A-154. Meeting is open to the public, bidders are welcome to attend but will not have the opportunity to speak.

SHORTLIST OF PROPOSALS

The Evaluation Committee will meet on June 9, 2016 at 8:00am in the XXX to review and rank all proposals received under this RFP solicitation request. The Evaluation Committee will utilize the criteria as outlined to review, evaluate and rank all proposals received which are deemed responsive. Upon completion of the initial evaluation and ranking process, the Committee may shortlist the proposers and may invite those shortlisted proposers to provide oral presentations to the Evaluation Committee.

INTERVIEWS/DEMONSTRATIONS

Proposers will be asked to meet with the Evaluation Committee for the purpose of allowing committee members the opportunity to touch and feel the products, allowing committee members to evaluate the quality of items which proposers are offering. The presentations will also serve as a time for clarifying or expanding upon any information contained in their proposal. In addition, the College may require that additional information be presented at this meeting. Information provided during these presentations will be included in the evaluation of the proposer's response.

A projected presentation schedule is as follows: *Vendors were scheduled in alphabetical order

Vendor A	June 13, 2016 8:30am - 9:30am
Vendor B	June 13, 2016 9:40am - 10:40am
Vendor C	June 13, 2016 10:50am – 11:50am
Vendor D	June 13, 2016 1:00pm – 2:00pm
Vendor E	June 13, 2016 2:10pm - 3:10pm
Vendor F	June 13, 2016 3:20pm – 4:20pm

Presentations will be held on June 13, 2016 at the Orange Park Campus, 283 College Road, Orange Park Florida 32065, in the Thrasher-Horne Conference Center, Suite E. Time and locations of presentations are subject to change. These meetings are open to the public, bidders are welcome to attend but will not have the opportunity to speak.

EVALUATION COMMITTEE FINAL REVIEW

The college will conduct a final evaluation committee meeting in an effort to select the vendor in which the committee intends to award the contract to on June 15, 2016. The meeting will begin at 10:00 am. The meeting will be held on our Orange Park Campus, 283 College Road, Orange Park Florida, 32065, in the Thrasher-Horne Conference Center, Suite E. The Meeting is open to the public, bidders are welcome to attend but will not have the opportunity to speak.

4.0 Proposal Instructions

QUESTIONS

Questions concerning this Request for Proposal shall be directed to: Julianne Young by email at: julianneyoung@sjrstate.edu and to no other person or department at the College.

MANDATORY REQUIREMENTS FOR RESPONSIVE BIDDERS

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

INSURANCE

The “awarded” contractor shall furnish a current Certificate of Insurance to the College’s Purchasing Coordinator prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the College will be provided 30 days written notice if your policy lapses for any reason. This certificate must include the College Bid Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the College. Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, College shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

Minimum Insurance Requirements Schedule

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

5.0 Specifications

Scope of work

ERRORS AND OMISSIONS

Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Purchasing Coordinator in writing who will issue written instructions to be followed. Bidders are responsible for the contents of their proposal and for satisfying the requirements set forth in the bid specifications.

EQUIPMENT/MATERIALS/LABOR

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

Key Components

- Timeline and method for discovery of Thrasher-Horne Center's identity and persona through a client needs analysis.
- Deliverable of a Branding Message Platform including standards guide with logo redesign and tag line.
- Brand reveal and launch campaign proposal including public relations and advertising component
- Website redesign with development based on Branding Message Platform discoverable. Website will need to reflect all functional perspectives of Thrasher-Horne Center.
- Website hosting including:
 - o Annual cost for hosting on server
 - o Purchase of web address and/or landing pages
 - o Maintenance of pages
 - o Plan/frequency for updating page information

Optional Components. Provide specific price range for each.

- Search Engine Marketing with measurable progress in Google rankings
- Pay Per Click utilization of Thrasher-Horne Center events
- Google Analytics Assistance and Analysis with recommendations
- Social media Strategy with relevant content to Thrasher-Horne Center
- PR Wire Access for up to four releases per month
- Blog ghostwriting

INTERROGATORIES

Information to be included in your response to this RFP-SJR-09-2016 the proposal submittal **shall** include, at a minimum, a detailed response to questions 1 through 7, questions 8 through 12 are only required if the proposer is submitting solutions for the optional components listed above Failure to fully answer questions/inquiries will cause your RFP submittal to be considered non-responsive. **The College evaluation committee will evaluate responsive written proposals submitted** using evaluation criteria defined herein and subject to administrative approval, negotiate with the top ranked firm and a mutually agreed to contract.

Mandatory Responses Required (Questions 1-7)

1. Describe your firm's process for brand discovery and identification and provide past examples. Explain the Thrasher-Horne Center's role in this process.
2. Describe your firm's process for developing a brand standards guide with logo redesign and tag line. Provide at least three samples.
3. Describe your firm's process for redesigning and implementing a new website. Provide two website addresses of recent redesigns.
4. List the suggested number of webpages recommended for this project plus any suggested additional urls that should be purchased to launch the new website. Provide examples.
5. Describe how your firm would collaborate with Thrasher-Horne Center staff to update webpages with new information. Would Thrasher-Horne Center staff be able to login and change information to the website independently or would all updates have to go through your firm?

6. Attach a sample marketing campaign and budget for launching a new brand.
7. Starting from the awarding of the contract, please include a complete implementation timeline detailing all required actions by both your firm and Thrasher-Horne Center from discovery through launch date.

Questions related to Optional Components (8 – 12)

8. Describe methods available from your firm to increase SEO rankings on a consistent basis. Provide past examples.
9. Describe your firm's methods and programs used for PPC integration and conversion tracking.
10. Explain how your firm would work with Thrasher-Horne Center to analyze PPC data and optimize clicks for future campaigns.
11. Explain the strategy your firm would initially propose for Thrasher-Horne Center to increase and maintain a large social media following over multiple platforms.
12. Please submit at least three samples of blogs your firm has written for another client.

6.0 Evaluation Criteria

The evaluation of proposals will be based primarily on information provided by the proposer; therefore, care should be taken to provide as much information as necessary to fully and completely respond to all sections of the RFP. In the evaluation of the responses to this RFP and in awarding any contract(s), the College will consider a number of factors. These factors will include, but may not be limited to, the criteria as listed below. Information submitted in response to required specifications under as well as information obtained from references and/or during the presentations with the firms will be used for evaluation. This does not limit the information that may be used to evaluate each section; it merely serves as a guide.

CRITERIA	MAXIMUM NUMBER OF POINTS
Quality and Benefits of the Proposal	30
Project Plan & Implementation Strategy	35
Strength of Company	20
Total Cost/Value	15

Quality and Benefits of the Proposal

The committee evaluation will include the extent to which the proposal offers a comprehensive solution to provide the highest level of results/return. The committee will assign up to 30 points to proposers based on the degree of their quality and overall benefit
(0 – 30 points)

Project Plan & Implementation

The committee evaluation will include both the proposer's overall scope of services proposed and the extent of experience implementing and managing a comprehensive plan for re-branding and digitally marketing the Thrasher-Horne Center.

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(0 – 35 points)

Strength of Company

The committee evaluation will include reference to your company's past experience and unique qualifications providing Re-Branding and Digital Marketing services for Thrasher-Horne Center. The college will also consider factors which correlate to the capability and ability of the firm to deliver the college a level of service expected from the awarded vender.

(0-20 Points)

Total Cost/Value

The committee will evaluate the price quotations proposed and calculate an analytical total cost assigning 15 points to that proposal with the overall analytical lowest cost and calculate the scores of the other proposals on a percentage basis. (i.e. a firm that is 20% more expensive will be assigned 20% less points)

(0-15 Points)

Evaluation Criteria/Basis of Award:

The College will organize an evaluation committee who will review responsive proposals submitted. The committee will meet in a public evaluation meeting and assign evaluation points for each criterion as defined herein. The committee will then total up each proposers points to determine which proposer would be considered a finalist. The committee would then conduct reference checks of finalists and optionally schedule an interview and/or demonstration and/or site visits with all finalists or not, as deemed in the College's best interest.

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

If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. The College then would begin negotiations with the next ranked proposer until satisfactory contract can be negotiated and entered into.

St. Johns River State College

RFP No: RFP-SJR-09-2016

RFP Name: Branding & Digital Marketing for Thrasher-Horne Center

7.0 Required Forms

PROPOSAL COVER SHEET

Proposer must complete all information requested on the PROPOSAL COVER SHEET provided in Section 6.0 Forms. The Proposal Cover Sheet is to be the first page of the proposer's response.

PRICING PROPOSAL FORM

NON-DISCRIMINATION IN EMPLOYMENT FORM

St. Johns River State College does not discriminate against any person in its programs, activities, policies or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

ADDENDA ACKNOWLEDGEMENT FORM

If any addendums are issued, the proposer **must** acknowledge compliance with the addendum by submitting a signed copy of the addendum in this section. This form will be issued as part of the addendum process, if any addendums are issued. If no addendums are issued, this section only needs to be acknowledged as "none received".

PUBLIC ENTITY CRIMES FORM

Conviction for a public entity crime may not submit an RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold A person or affiliate who has been placed on the convicted vendor list following amount provided in S.287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list, as per State of Florida Statute 287.133 (2) (a). The proposer must acknowledge compliance with this statute and its intent.

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.

INDEMNIFICATION AGREEMENT

The consultant, contractor, lessee, or 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 an 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 consultant, contractor, lessee, or vendor. For purposes hereof, 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 and whether raised by the Parties hereto or a third party, incurred or

St. Johns River State College**RFP No: RFP-SJR-09-2016****RFP Name: Branding & Digital Marketing for Thrasher-Horne Center**

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.

REFERENCES

Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the College reserves the right to contact current or former clients of the proposer not provided as part of the proposal. Please provide a minimum of three references and a maximum of five.

LEGAL ISSUE

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.
- 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.

ADDITIONAL INFORMATION OR SERVICES

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

Proposal Forms to Follow this Page

PROPOSAL'S CHECKLIST

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

Required **one (1) original hard copy, (6) six number of duplicate copies and provide one (1) USB drive** of each of the following:

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

St. Johns River State College

RFP No: RFP-SJR-09-2016

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PROPOSAL COVER SHEET

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

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

LEGAL NAME OF BIDDER: _____

TAX ID NUMBER: _____

MINORITY BUSINESS ENTERPRISE
TYPE & NUMBER: (if applicable): _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

PHONE NO: _____

FAX NO.: _____

E-MAIL ADDRESS: (if available) _____

PRICING PROPOSAL FORM

Contractor Name: _____

Authorizing Signature: _____

Cost/Price Evaluation

The contractor shall complete the form below identifying the cost at which, for a single annual term period of the contract, the SJR State may be billed for work as described in the scope of the Lawn Maintenance Contract as described in the RFP, RFP -SJR-09-2016

Re-Branding Fee (1 Time Fee) Branding Message Platform, standards guide, logo redesign, tag line, brand reveal, launch campaign proposal, public relations advertising components, website redesign.	\$
Digital Marketing <u>(Annual fee, to be billed and paid in 12 equal monthly installments)</u> Inclusive of website hosting, web address, landing pages, maintenance of web pages	\$

Optional Marketing Components

The contractor shall complete the form below identifying the rates on a **monthly** basis at which SJR State may be billed for work as deemed optional components offered on demand basis. Work shall be at SJR State's discretion and only with SJR State's prior consent.

Search Engine Marketing with measurable progress in Google rankings	\$
Pay Per Click utilization of Thrasher-Horne Center events	\$
Google Analytics Assistance and Analysis with recommendations	\$
Social media Strategy with relevant content to Thrasher-Horne Center	\$
PR Wire Access for up to four releases per month	\$
Blog ghostwriting	\$

Vendor must also submit an itemized cost breakdown for both required and optional services.

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.</p>				
Name of Person Completing Form:			Date:	

IRS W-9

INSTRUCTIONS FOR W-9 FORM:

Contractors can obtain the W-9 Form and Instructions by visiting: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

The W-9 form is requested to be completed and returned with your RFP proposal submittal:

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.					
Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
	2 Business name/disregarded entity name, if different from above						
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C—C corporation, S—S corporation, P—partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____						
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)						
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)					
	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> </td> </tr> </table>			Social security number	<div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div>	or	Employer identification number	<div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div>
Social security number							
<div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div>							
or							
Employer identification number							
<div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div>							
Part II Certification Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> Sign Here </td> <td style="width: 60%;"> Signature of U.S. person ▶ _____ </td> <td style="width: 25%;"> Date ▶ _____ </td> </tr> </table>			Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____					
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) <ul style="list-style-type: none"> • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information. 							

NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

"During the performance of this contract the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: _____ By: _____
Legal Name of Proposer/Company Signatory's Name & Title

By: _____ Date: _____
Signature

Acknowledgement of Addenda

Name of Bidder: _____

Acknowledgement of receipt of addenda:

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

This acknowledgement of Addenda form is to be returned with your RFP Proposal.

Signature

Title

Printed Name

Date

Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal number: RFP-SJR-09-2016. This sworn statement is submitted to SJR STATE College.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a.) A predecessor or successor of a person convicted of a public entity crime; or

b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

State of _____ County of _____

Personally Appeared before Me, The undersigned authority, _____ who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Seal

DRUG-FREE WORK PLACE CERTIFICATE

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

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

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

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

Signature

Title

Printed Name

Date

St. Johns River State College

RFP No: RFP-SJR-09-2016

RFP Name: Branding & Digital Marketing for Thrasher-Horne Center

Hold Harmless and Indemnification Agreement

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This agreement is submitted with Bid, Proposal or Contract No. RFP-SJR- is submitted to St. Johns River State College.
2. This sworn statement is submitted by _____ (entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.

The indemnitor assumes an unqualified obligation to hold SJR State College harmless for all liability associated with the subject matter of the agreement, regardless of which party was actually at fault (even if the damage, injury, or claim is due to the sole negligence of SJR State College).

To the fullest extent permitted by law, Consultant, contractor, lessee, or vendor will indemnify and hold SJR State College harmless from all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises during the Term; (ii) any act, omission, or negligence of consultant, contractor, lessee, or vendor or any of consultant's, contractor's, lessee's, or vendor's subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Premises. Consultant, contractor, lessee, or vendor hereby expressly indemnifies SJR State College for the consequences of any negligent act or omission of SJR State College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Signature: _____

Date: _____

State of _____ County of _____

Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Public Seal

References

Reference 1:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 2:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 3:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Legal Issues

The proposer must indicate if there are any:

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

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

- 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

St. Johns River State College

RFP No: RFP-SJR-09-2016

RFP Name: Branding & Digital Marketing for Thrasher-Horne Center

Each supplier desiring to be maintained in the College's bidders list for future solicitations is requested to return this single form **only** when submitting a "No Bid".

STATEMENT OF NO RESPONSE

Mrs. Julianne Young
Purchasing Coordinator
St. Johns River State College
5001 St. Johns Ave
Palatka FL 32177

The undersigned declines to submit a proposal for above project:

Reason(s):

Signature:

Title:

Name of Firm:

Telephone:
