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|  <p style="text-align: center;"><b>St. Lucie</b><br/>PUBLIC SCHOOLS</p> <p style="text-align: center; color: orange;"><i>Each Child, Every Day</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <h2 style="margin: 0;">The School District<br/>of<br/>St. Lucie County</h2> <p style="margin: 5px 0;">Purchasing Department<br/>9461 Brandywine Lane<br/>Port St Lucie, FL 34986<br/>Voice (772)429-3980</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <h2 style="margin: 0;">Request for Proposal<br/>(RFP)</h2> <p style="margin: 10px 0;"><b>REQUIRED RESPONSE FORM</b></p> <p style="font-size: small; margin: 0;">Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive</p> |  |
| Page 1 of 47 pages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | PROPOSALS WILL BE OPENED March 31, 2020 - 3:00 pm and may not be withdrawn within 90 days after such date and time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | PROPOSAL NO. 20-06                                                                                                                                                                                                                                                                                                                             |  |
| MAILING DATE:<br><b>February 27, 2020</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Beverage Vending Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                |  |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                |  |
| VENDOR NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <div style="text-align: center; margin-bottom: 10px;">POSTING OF PROPOSAL TABULATIONS</div> <p style="font-size: x-small;">Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Proceedings subject to Section 120.57(3)(c), Florida Statutes are subject to Florida Administrative Code 6C5-6.008(2)(f).</p> |                                                                                                                                                                                                                                                                                                                                                |  |
| VENDOR MAILING ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                |  |
| CITY-STATE-ZIP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                |  |
| TELEPHONE NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                |  |
| TOLL-FREE NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                |  |
| AREA CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <div style="text-align: center; margin-bottom: 10px;">AUTHORIZED SIGNATURE</div> <div style="text-align: center; margin-bottom: 10px;">_____</div> <div style="text-align: center;">TYPED NAME OF PERSON SIGNING</div>                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                |  |
| FAX NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                |  |
| INTERNET EMAIL ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                |  |
| <p><i>I certify that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the School District of St. Lucie County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School District of St. Lucie County. At the School District's discretion, such assignment shall be made and become effective at the time the School District tenders final payment to the proposer.</i></p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p><b>Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive.</b></p>                                                                                                                                                      |  |

**Public Domain**

**I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.**

**Proposal Certification**

*I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **REQUIRED RESPONSE FORM**, I further certify full, complete and unconditional acceptance of the contents inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. **REQUEST FOR PROPOSAL***

**This RFP, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.**

**PURPOSE:** It is the purpose and intent of this RFP to secure bids for item(s) and/or services as listed herein for the School District of St. Lucie County, Florida, hereinafter referred to as the District.

**SEALED BIDS:** Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Proposals will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All proposals shall be submitted in sealed envelopes, mailed or delivered to the School District of St. Lucie County, Purchasing Department, 9461 Brandywine Lane, Port St Lucie, FL 34986. Outside of envelope shall plainly identify proposal by: PROPOSAL NUMBER, TITLE and TIME and DATE OF PROPOSAL OPENING. It is the sole responsibility of the bidder to ensure their proposal reaches the Purchasing Department on or before the closing date and hour as shown above.

**BOARD'S ACCEPTANCE:** Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of proposals for acceptance of its proposal by the Board.

**AWARDS:** In the best interest of the District, the School Board reserves the right to reject any and all proposals and to waive any irregularity or minor technicalities in proposals received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the proposal sheets must be noted. All awards made as a result of this proposal shall conform to applicable Florida Statutes.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

**SEALED PROPOSALS:** The number of copies specified within this RFP and Proposal Summary page(s) must be returned with the RFP in order for the proposal to be considered for award. All proposals are subject to all the conditions specified herein and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this RFP shall be reason for termination of contract.

1. **EXECUTION OF RFP:** RFP must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All proposals must be completed in ink or typewritten. Corrections must be initialed by the person signing the proposal. Any corrections not initialed will not be tabulated. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals may not be considered. Clarification of proposals submitted shall be in letter form, signed by the bidders and attached to the proposal.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated proposal opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in proposal specifications. In case of discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of proposal(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
  - A. **TAXES:** The School District of St. Lucie County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015082026C-5 and Federal Employer Tax No. 59-6000832 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
  - B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
  - C. **Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.**
  - D. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this proposal if it is in its best interest to do so.
  - E. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of the proposal). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed or re-

examination testing where such has been established by UL for the items offered and furnished.

4. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the proposal form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
  - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her proposal. Each individual sample must be labeled with bidder's name, proposal number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of St. Lucie County.
  - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
  - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.
11. **MANUFACTURER'S CERTIFICATION:** The District reserves the
19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws,

right to request from bidders separate manufacturer certification of all statements made in the proposal.

12. **PROPOSAL ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.
13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this proposal, delivering any toxic substances item as defined in Florida Statute 1442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
- (1) The potential for fire, explosion, corrosively and reactivity;
  - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

14. **OSHA:** The bidder warrants that the product/services supplied to the School District of St. Lucie County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their proposal the name of any officer, director or agent who is also an employee of the School Board of St. Lucie County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.

ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

20. **SIGNED PROPOSAL CONSIDERED AN OFFER:** This signed proposal shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.
21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of proposal award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their proposal; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions.
26. **JESSICA LUNSFORD ACT:** The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.
27. **LEGAL COMPLIANCE:** The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Buy American, Energy Policy and Conservation, Federal Hazardous Substances Labeling Act, Byrd Anti-lobbying, Federal Flammable Fabrics Act, Clean Air & Water Pollution Acts, Copeland AntiKickback, Davis Bacon Act and any applicable environmental regulations. USDA purchase requirements also include 2 CFR 200.318(d), 7 CFR 3016.36(b)(4) and 2 CFR 200.321.
28. The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

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**1. INTRODUCTION**

**1.1. Purpose**

This is a Request for Proposals (RFP) for an agreement between the St. Lucie Public Schools (SLPS) or (District) and a beverage company to provide Beverage Vending Services in SLPS schools and departments. The selected Proposer's (Contractor) product line will be offered as the exclusive beverage product line available through school/district vending machines (this does not include Food Service). This would include carbonated beverages, non-carbonated beverages, fruit juice, fruit drinks, sport beverages, and bottled water products.

**2. INSTRUCTIONS TO PROPOSERS**

**2.1. Authorized SLPS Representative/Public Notices/SLPS Discretion**

Proposer's response to this RFP and any inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. SLPS will consider only those inquiries submitted in writing (preferably via email) to the individual below on or before the time specified in Section 2.2, "RFP Schedule" for the submittal of written inquiries prior to the Proposal opening time and date. To the extent SLPS determines, in its sole discretion, to respond to inquiry, such response will be made in writing and posted to DemandStar at [www.demandstar.com](http://www.demandstar.com) and the St Lucie County School District Purchasing website.

Kim Albritton, Director of Financial Operations  
St. Lucie Public Schools  
Purchasing Department  
9461 Brandywine Lane  
Port St Lucie, FL 34986  
[kimberly.albritton@stlucieschools.org](mailto:kimberly.albritton@stlucieschools.org)  
Ph: 772-429-3980

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The Board reserves the right to waive any formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the BOARD SHALL BE FINAL.**

**2.2. Proposed RFP Schedule**

Listed below are the dates and time by which stated actions must be taken or completed. If SLPS determines, in its sole discretion, that it is necessary to change any of these dates and times, SLPS may issue an addendum to the RFP. All listed times are eastern standard times.

| <b>Date/Time</b>        | <b>Action</b>                                                  |
|-------------------------|----------------------------------------------------------------|
| February 27, 2020       | RFP release date                                               |
| March 11, 2020, 3:00 PM | Cut-off for Requests for Clarification and Technical Questions |

|                         |                     |
|-------------------------|---------------------|
| March 31, 2020, 3:00 PM | Proposals Due       |
| June/July 2020          | Contract State Date |

### 2.3. Proposer Inquires

2.3.1. SLPS is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if SLPS's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this RFP, the Proposer believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that SLPS clarify the terms(s) and condition(s) and requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. Requests for clarification and technical questions to this RFP must be received by SLPS not later than the date shown in Section 2.2, entitled "Proposed RFP Schedule", for the submittal of written inquires. The Proposers' failure to request clarification and submit questions by the date described above shall be considered to constitute the Proposers' acceptance of all of SLPS's terms and conditions and requirements. SLPS shall issue an addendum reflecting the questions and answers to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

2.3.2. Any inquiries from the Proposer concerning this RFP shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (kimberly.albritton@stlucieschools.org) and will be answered in an addendum that will be issued no later than seven (7) days before the due date. Inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry. Question **MAY NOT** be sent to any other employees.

2.3.3. **Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the School Board of St. Lucie County concerning any aspect of this solicitation, except in writing to the authorized SLPS representative identified in section 2.1. Violation of this provision may be grounds for rejecting a response.**

### 2.4. Pre-Proposal Meeting

None

### 2.5. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, Proposal Response Format. Proposals must be received by SLPS's authorized representative in SLPS's Purchasing Department located at 9461 Brandywine Lane, Port St Lucie, FL 34986, **no later than the date and time shown in Section 2.2, according to the time stamp located in SLPS's Purchasing Department.** Proposals or amendments to proposals that arrive after the date and time shown in Section 2.2 will not be accepted or considered for any reason whatsoever. Telephone, including facsimile and electronic mail proposals shall not be accepted at any time. **At the date and time shown in Section 2.2, all timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting written proposals.**

If the Proposer elects to mail in its proposal package, the Proposer must allow sufficient time to ensure SLPS's proper receipt of the proposal package by the time specified above. Regardless of the delivery method, it is the responsibility of the Proposer to ensure that the proposal package arrives at SLPS's Purchasing Department by the proposal opening date and time specified above. It is highly recommended to use delivery confirmation when mailing packages.

Sealed proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above.

**The Proposer must submit one (1) original and five (6) copies, along with one electronic copy (flash drive).** Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled Request for Proposal – Required Response Form. **The submittal containing original signature must be clearly marked "Original".** The proposal must be submitted in a sealed envelope or box, marked **RFP # 20-06 Beverage Vending**.

## 2.6. Proposal Opening Date

Proposals will be opened in the conference room located at 9461 Brandywine Lane, Port St Lucie, FL 34986, on the date and at the time shown in Section 2.2, "Proposed RFP Schedule". **All timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting written proposals.**

## 2.7. Evaluation Criteria

The Proposals received in response to this RFP will be evaluated and ranked, in accordance with the process and evaluation criteria contained below, by the Proposal Evaluation Committee. **Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred.** After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Point assignments of Committee members for the evaluation criteria will be added together for a gross total. This total for each Proposer will determine the order of the Proposer's ranking.

| ITEM | EVALUATION CRITERIA                | MAXIMUM ALLOWABLE POINTS |
|------|------------------------------------|--------------------------|
| A)   | Firm Qualifications and Experience | 10                       |
| B)   | Project Approach                   | 20                       |
| C)   | Financial Benefits                 | 50                       |
| D)   | Similar Projects                   | 20                       |
|      | <b>TOTAL POINTS</b>                | <b>100</b>               |

## FIRM QUALIFICATIONS AND EXPERIENCE (10 POINTS)

- a. Executive Summary. Provide a brief summary describing the firm's ability to perform work requested in this solicitation, including a brief description of your firm's location and organization structure.
- b. Individuals and Qualifications. Identify specific individuals to be assigned to the project (include names, titles, and contact information) and specify which services the individuals will provide.
- c. Sub-Contractors. List any sub-contractors that may be used to accomplish this service.
- d. Litigation/Disputes. Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. A description, in detail, of any situation in which the respondent or a subsidiary of the respondent was deemed to be in noncompliance of its contractual obligations to supply beverages in a similar contract, explaining the situation, its outcome, and any other relevant facts associated with the event described. Also note the name, title, and telephone number of the principal manager of the entity who asserted the event of default or noncompliance.

#### **PROJECT APPROACH (20 POINTS)**

- a. All proposals shall contain the following information:
  - I. Description of products that will be provided. Products shall include canned and plastic bottled carbonated drinks and non-carbonated drinks to include: juices, tea, sports drinks, and water.
  - II. Description of type of equipment and energy efficiency rating of the equipment to be installed.
  - III. Example of schedule for restocking and servicing equipment. Plan for maintenance and repair of equipment during the term of the Agreement. The Contractor shall provide a guaranteed response time to repair or replace malfunctioning or broken equipment.
  - IV. Provide in your proposal a sample itemized monthly report of revenue and commissions by school or other District site.
- b. Define the adequacy of resources, including personnel, labor, equipment, and other requirements to provide the requested services.
- c. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

#### **FINANCIAL BENEFITS (50 POINTS)**

##### **a. Financial Incentives**

**Respondents are advised to provide their best financial incentives with the initial proposal since the District reserves the right to award a contract based on initial proposals without further discussion or negotiation.**

The Evaluation Committee will consider the annual financial benefits each respondent offers the District. Each respondent shall provide the commission percentage offered for each product

to be sold. The Evaluation Committee will consider the variety of products proposed to be marketed, as well as their associated commission levels. The commission percentage offered shall be based upon gross sales amounts and shall remain firm regardless of vending prices.

**b. Complimentary Products**

Each proposal shall include information regarding annual donations to be provided to each school as complimentary product. Individual school principals shall determine the type of beverage products that are suitable for their sites, within the USDA guidelines. Annual donation levels of complimentary products shall be for **each school**. Additionally, an annual donation of beverage products shall be made to the District at large.

**c. Additional Information**

Each proposal may provide additional information that may contribute to the proposal as being considered the most advantageous to the District. This section may include but is not limited to: plans that will provide additional support to or for the schools, and student programs.

**SIMILAR PROJECTS (20 POINTS)**

Proposals will be considered only from Proposers who are regularly engaged in providing the services as contained in this RFP. Beverage services must be the primary work of the proposing company currently owned or operated by the Proposer for the most recent three (3)-year period of time. Three (3) years beverage services business history must be verifiable by the SLPS.

To demonstrate experience and success in conducting similar work, the Proposer shall provide a minimum of three (3) commercial references of comparable scope from entities of comparable size where the Proposer has established a beverage program currently in use with appropriate reference information.

While it is preferred that respondents use school districts as references, it is acceptable to use other public entities. The following information shall be included in the proposal:

1. Client name, contact person, title, address, phone, fax number, and e-mail address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract

The failure of any firm to provide detailed information regarding proposal elements described in Section 2.7 may result in the reduction of points in the evaluation process.

**2.8. Selection Process**

The Evaluation Committee will evaluate the Proposals received in response to this RFP based on the Evaluation Criteria in Section 2.7.

**2.9. Posting of Recommended Selection**

The recommended selection, if any, will be posted for review by interested parties in the St. Lucie Public Schools Purchasing Department and with Demandstar at [www.demandstar.com](http://www.demandstar.com)

If the Proposer desires to protest the recommended selection(s), if any, the Proposer must file with the

Office of Purchasing:

1. Written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended selection. SLPS shall not extend or waive this time requirement for any reason whatsoever.
2. A formal written protest by petition within ten (10) calendar days of the date of the notice of protest was filed.
3. Failure to file in writing a notice of intent to protest or a formal protest by petition within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

(Note: Florida Statutes 120.57(3) and School Board Policy 7.701 contain entire procedure for filing).

**2.10. Proposal Validity Period**

Any submitted proposal, shall in its entirety, remain a valid proposal for one year after the proposal submission date.

**2.11. Disposition of Proposals**

All proposals become the property of SLPS, and SLPS shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to SLPS with the proposal that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. If Proposer wishes to mark items as confidential or exempt, the Proposer must also reference the specific law that allows the exemption. SLPS’s selection or rejection of a proposal will not affect this exemption

**2.12. Economy of Presentation**

SLPS is not liable for any costs incurred by a Proposer in responding to this RFP including, without limitation costs for oral presentations requested by SLPS, if any.

**2.13. Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any SLPS employee. Only those communications that are in writing from the authorized SLPS representative identified in section 2.1 of this RFP shall be considered as duly authorized expression on behalf of SLPS.

**3. REQUIRED PROPOSAL FORMAT**

The Proposer shall not alter the RFP in any way. The contract, if any, resulting from the RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, it is highly recommended that the Proposer prepare its proposal in accordance with the instructions outlined in this section.

SLPS emphasizes that the Proposer concentrate on accuracy, completeness, and clarity of content. The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the proposer wishes SLPS to take into consideration in reviewing the proposal. Proposer's sealed response to this RFP must be sent or hand-delivered to SLPS's authorized representative at the address listed in Section 2.1 above.

**Proposal Sections** (use sections and tabs which are clearly identified).

1. Required Response Form
2. Executive Summary as described in Executive Summary Requirements (3.1)
3. Firm Qualifications and Experience
4. Project Approach
5. Similar Projects
6. Example Earnings/Commission Reports
7. Financial Benefits
8. Attachments. Must be clearly labeled with the pertinent section/question number.

**3.1. Executive Summary Requirements**

Each conforming response will contain an executive summary of not more than two pages in length. The purpose of the executive summary is to explain the features and benefits of the prospective vendor's offer(s). The Executive Summary should briefly introduce the potential vendor to the Evaluation Committee; describe the vendor's approach to solutions sought by the RFP; describe the major features and benefits of the prospective vendor's approach; offer insight into risks that may arise from this RFP or the vendor's response; provide a generalized pricing summary (detailed pricing will be required in the pricing section of the response); an explanation of how pricing for the proposal was arrived at; any pricing constraints applied to the RFP.

**3.2. Incorporated References**

Please write out all responses in full. Do not "incorporate" brochure or product literature references, direct the reader to Web pages, or refer to other third-party documentation in this response. Clearly label all supporting material.

The Evaluation Committee is not responsible for gathering information from multiple sources to form and assess a complete response. Responses will be evaluated exactly as written, except in the narrow circumstances noted in this RFP.

**4. AWARD**

The District intends to award a single beverage vending contract. All proposals will be evaluated in accordance with the evaluation criteria specified in this document.

Based on the proposals received, the Board may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked firm or firms (the Board reserves the right to make multiple awards), or; (3) require the top ranked firms to make oral presentations. Proposers are advised to provide a competitive offer with the initial proposal since the District reserves the right to award a contract based on initial proposals without further discussion or negotiation.

The proposal(s) most advantageous to the Board, at its sole discretion, will be selected. The Board reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the Board and the selected Proposer cannot be successfully negotiated and executed, the Board reserves the right to discontinue negotiations with such Proposer and to negotiate and execute a contract with the next highest ranked Proposer.

Award will not be based solely on economics, but rather an evaluation of all aspects of the proposal.

The Board reserves the right to make multiple awards.

**5. CONTRACT PERIOD**

The initial contract period will be a three (3) year term with the option to renew the contract for three (3) additional one-year periods, at the same terms and conditions of the initial contract period. The contract may be renewed, by mutual written agreement between the parties.

**6. PAYMENT TERMS**

The District's payment terms are pursuant to Chapter 218, Florida Statutes; Florida Prompt Payment Act. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

**TERMS AND CONDITIONS**

**7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

The successful proposer(s) shall, in addition to any other obligation to indemnify the St. Lucie County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by vendor in the performance of the work; or
- C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the St. Lucie County School District to enforce this agreement shall be borne by the vendor.

Awardees(s) recognize the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

**8. ACCESS AND AUDITS**

The vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The School District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible to the School District upon request. It shall be the vendor's responsibility to ensure that all required records are provided to the School District at the vendor's expense.

**9. ENTIRETY OF CONTRACTUAL AGREEMENT**

The School District and the Contractor agree that this RFP sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this document may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

The contents of this RFP and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.

**10. SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA RIGHTS**

The School Board reserves the right to:

- A. Reject any and all offers received as a result of this proposal.
- B. Disqualify a bidder from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Seek clarification of information submitted and to waive minor irregularities in any proposal.
- D. Accept and utilize any and all ideas submitted in any proposal.
- E. Negotiate further with any bidder responding to this proposal if it will serve the best interest of the School District.
- F. Select and award the contract to the responsive bidder providing the best value to the School District.
- G. If the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may enter into negotiations with the vendor to amend the contract.

- H. Select and award services to more than one vendor if it will serve in the best interest of the School District

#### **11. CANCELLATION OF AWARD/TERMINATION**

- A. The District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. The District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.
- B. The School District reserves the right to immediately terminate the contract by providing written notice to the vendor if the School District determines any of the following have occurred:
- I. The vendor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.
  - II. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.
  - III. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.
  - IV. The vendor violates any federal, state or local laws.
  - V. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

Such termination is to be effective as of the date specified in the notice to vendor. Upon receipt of such notice, vendor shall: (i) discontinue all work in accordance with the School District's instructions, (ii) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of the terminated work. Upon termination, vendor shall deliver to School District those goods for which School District has made payment, including all Goods in manufacture, but not yet completed and all Work Products, whether or not in final form, created by vendor or its subcontractor prior to termination.

Cancellation of contract by the successful Proposer may result in removal from Bidders'/Proposers' list for a period of three years.

#### **12. DEFAULT**

In the event that the successful bidder should breach this contract the District reserves the right to seek remedies in law and/or in equity.

#### **13. MINOR PROPOSAL EXCEPTIONS**

This School District reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the School District of St. Lucie County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

**14. NON – EXCLUSIVE RIGHTS**

The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The School District reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

**15. LEGAL REQUIREMENTS**

It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.

Bidders doing business with the District are prohibited from discriminating against any employee, applicant, or client because of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, race, religion, religious beliefs, sex, sexual orientation, or veteran status with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

**16. CONFLICT OF INTEREST**

All Proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All Proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the Proposers' business or any of its branches.

**17. PUBLIC RECORDS LAW**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (772) 429-5546, 9461 BRANDYWINE LANE, PORT ST LUCIE, FL 34986.

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board 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 the Chapter 119, Florida Statues or as otherwise provided by law.
- c. 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 Agreement if the Contractor does not transfer the records to the School Board.
- d. Upon completion of the contact, transfer, at no cost, to the School Board all public records in possession of Contractor or keep and maintain public records required by the School Board to perform the service. If Contractor transfers all public records to the School Board upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

- e. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ST LUCIE PUBLIC SCHOOLS, 772-429-5546, 9461 BRANDYWINE LANE, Port St Lucie, FL 34986.

#### **18. PERMITS AND LICENSES**

The Proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

#### **19. INTELLECTUAL PROPERTY RIGHTS**

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

#### **20. SUB-CONTRACTS**

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The proposer(s) will be fully responsible to the District for the acts and omissions of the Sub-Proposer(s) and their employees. After award of contract, any changes in subcontractors or sub-proposers shall require prior School District written approval. If Proposer intends to utilize subcontractors, include with the response a detailed list of firms (include Firm Name, Licenses, and intended scope of work).

#### **21. INDULGENCE**

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this proposal.

#### **22. PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133, F.S., as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

### **23. ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of SLPS. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and SLPS with the same degree of formality evidenced in the contract resulting from this RFP.

### **24. RIGHTS AND PRIVILEGES**

All rights and privileges accorded to the state as buyer by chapter 672, Florida Statutes, shall apply to any transactions(s) resulting from this proposal. Any attempt by respondent to limit such rights shall have no force and effect.

Warranties submitted with your proposal, either appearing separately or included in reprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

### **25. CONTRACT VARIANCES AND EXCEPTIONS**

Vendor shall provide any variances, exceptions, or variations to requirements, specifications, products, and/or services outlined in this proposal. Use additional sheets if needed.

### **26. DISCLAIMER**

This Request for Proposal (RFP) is not an offer of purchase. It is a request for product/service information and costs to assist the School District of the School District of St. Lucie County to make an acquisition decision and enter into a contract with the successful proposing firm for the services outlined in the Scope of Work and the Proposal. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

### **27. ANNUAL APPROPRIATION**

Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board and the School Board may elect to not renew the Agreement. The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by the School Board of St. Lucie County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.

## **28. JOINT PROPOSAL**

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

## **29. STATE LICENSING REQUIREMENTS**

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to SLPS when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State's Office at (850) 245-6500.

## **30. PROCUREMENT RULES**

The Proposer is solely responsible for the accuracy and completeness of its proposal. Errors or omissions may be grounds for SLPS's rejection of the proposal.

## **31. FORCE MAJEURE**

Under the resulting contract, if any, neither Purchaser nor vendor shall be responsible or liable for, or deemed in breach because of, any delay in the performance of their respective obligations due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such delay, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required permits or licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure") provided, however, the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the party experiencing the Force Majeure shall promptly give oral notification to the other party. Such oral notification shall be confirmed in writing within five (5) days after such party has learned of the Force Majeure and every thirty (30) days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. The party experiencing the delay shall undertake reasonable measures

to make up for the time lost through delay without additional Compensation.

If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to Purchaser's right to terminate the contract in whole or in part.

**32. AMENDMENT OF CONTRACT**

Any contract resulting from this RFP may be amended only in writing signed by the awarded vendor(s) and the School Board.

**33. GOVERNING LAW AND JURISDICTION**

Any contract resulting from this RFP shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue shall lie in the St. Lucie County Courts. The parties hereby waive any objection to such jurisdiction and venue.

**34. SEVERABILITY**

In the event any provision, or any part or portion of any provision of a resulting contract from this RFP shall become or be declared unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only as much as is required to remove the unenforceability. The balance of the contract shall remain of full force and effect.

**35. NON-WAIVER OF RIGHTS**

The failure of Purchaser to demand strict performance of the terms of, or to exercise any right conferred in, the resulting contract shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

**36. ETHICAL BUSINESS PRACTICES**

It shall be unethical for any person to offer, give, or agree to give any Board employee, or for any Board employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any other party under a contract to the awarded firm or any person associated therewith, as an inducement for the award of a subcontract or order.

**37. SECTION 287.084(1)(A), FLORIDA STATUTES**

In accordance with Section 287.084(1)(a), Florida Statutes, if the low bid is submitted by vendor whose principal place of business is out of state or political subdivision thereof which grants a preference to a person whose principal place of business is in such state, then a preference to the lowest responsible and responsive vendor having a principal place of business within Florida shall be granted, which preference is

equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. If the low bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, then the preference to the lowest responsible and responsive vendor having a principle place of business in Florida shall be five (5) percent.

Out-of-state vendors must submit a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that state in the letting of any or all public contracts

### **38. PIGGY-BACK, COOPERATIVE PRICING**

In accordance with State Board of Education Rule 6A-1.012 please be so notified that the any and all other Florida school districts, governmental agencies, municipalities and St. Lucie County entities are hereby authorized to procure from this RFP, at their own discretion.

The quantities listed herein are only anticipated estimated usages from the St. Lucie Public Schools and do not reflect usage factors from other governmental agencies or Florida state school districts. Please govern yourselves accordingly. The St. Lucie Public Schools Purchasing Department is at all times custodian of this bid.

By signing and submitting a bid to this RFP, your firm acknowledges that it is in full agreement.

### **39. WARRANTY OF SERVICES**

Contractor warrants and represents to District that each item of goods provided pursuant to this purchase order shall: (a) strictly conform to the requirements of this purchase order, (b) be free from defects in workmanship, materials and design, (c) be merchantable, (d) be fit for its intended use, and (e) be new. Unless otherwise stated in the purchase order, no surplus, rebuilt, reconditioned, or used goods shall be provided. Contractor warrants that any services shall: (a) be performed in a good and competent manner in accordance with professional industry standards (with the level of skill, knowledge and judgment required or reasonably expected of providers of comparable services), (b) meet the terms of this purchase order, and (c) be free from defects. This warranty for quality of services shall be effective for two (2) years after acceptance of all work unless specified otherwise in a bid/proposal award.

### **40. ADDITIONAL TERMS AND CONDITIONS**

#### **40.1. Firm Bids**

Purchasing may make an award within (90) days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If award is not made within (90) days, a bid shall remain firm until either Purchasing awards the contract or Purchasing receives from the bidder written notice that the bid is withdrawn. Any bid that expresses a shorter duration may, at Purchasing's sole discretion be accepted or rejected.

#### **40.2. Negotiations**

To assure full understanding and responsiveness to the solicitation requirements, discussions may be conducted with qualified offerors. The offerors shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposal with respect to any opportunity for discussion and

revision of proposals. After the submittal date, the School District reserves the right to select the top ranked proposals and conduct discussions with those offerors. Such discussions may result in changes to the RFP and the offerors' proposal as deemed to be in the best interests of the School District.

#### **40.3. Correction of Work**

The contractor shall promptly correct all work that fails to pass inspection or is rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work, including compensation for the owner's additional services made necessary thereby. All work shall be performed to a high standard. In the event that a contractor fails to complete and/or pass inspection, the vendor will be advised of such. Habitual reprimands and failing to complete the work in a timely manner or as specified will result in that vendor forfeiting their award and elevating another vendor to fill the vacancy created.

#### **40.4. Objections And Concerns Regarding Provisions In The Terms and Conditions**

**The prospective Vendor must raise detailed concerns and objections, if any, to all objectionable provisions of the Terms and Conditions in its offer. The Evaluation Committee will consider these objections during the evaluation process.** The Evaluation Committee may decline offers that pose significant objections to the terms of the Terms and Conditions.

#### **40.5. Family Educational Rights and Privacy Act (FERPA)**

Any proposer and/or awarded recipient must acknowledge and agree to comply with Family Educational Rights and Privacy Act (FERPA) and all State and Federal laws relating to the confidentiality of student records.

#### **40.6. Additional Services**

Additional services shall include services that are not requested in this Request for Proposal but are within the scope of services available from the awardee(s). The School District reserves the right to compete pricing with the successful bidder(s) for additional services or items and to add or not add these services to the awarded items. Additional services may include items for the Child Nutrition Department (as well as other areas). Additional services are not a factor for award.

### **SCOPE OF SERVICES**

The purpose of this solicitation is to obtain a Contractor for vended beverage products over a consecutive three (3) year period for the SLPS. The resulting contract will provide carbonated and non-carbonated vending products for District locations.

It is the School District's intent to comply fully with the rules and regulations regarding the National School Lunch Program and St Lucie Public School Board Policies. Nothing in this RFP or in the resulting contract shall be interpreted or construed in such a manner as to jeopardize the School District's participation in this program.

In addition to National School Lunch Program rules and regulations, the services must comply with the District's wellness policy and competitive sales regulations (attached). The District reserves the right to amend and update the policy. Attachments are only provided as a reference to prepare the RFP, proposers/vendors can access the policy on the District's website ([www.stlucieschools.org](http://www.stlucieschools.org)).

#### **Participating Schools/Departments within the District:**

For the purposes of this proposal, the student enrollment is approximately 38,000. The District has (6) six high schools, (9) nine K-8 schools, (4) four middle schools (3) alternate/other schools and (17) elementary schools. Vending machines cannot be available to students in grades K-5.

Administrative office locations include the administrative complex at Brandywine Lane, two Transportation Department offices and Facilities/Maintenance. The District employs more than 5,000 employees throughout the District.

SLPS reserves the right to exclude or to include additional locations during the term of the Agreement. Placement of additional machines, removal and/or relocation of existing machines shall be approved and coordinated by a designated SLPS representative. Machine placement shall comply with Fire Marshall and safety regulations.

#### **Time of Delivery of Products**

It is the intention of the SLPS to permit deliveries at schools and administrative sites only during regular school/business hours. Other delivery times must be coordinated and approved by the school principal/site administrator, or a designated SLPS representative.

#### **General Specifications**

##### **1. Products**

The products shall be the line of non-alcoholic beverages excluding milk products, high caffeine energy drinks, coffee, hot tea, and hot chocolate. The District requires a full line of carbonated and non-carbonated beverages (including bottled waters and iced tea) to be offered by the Contractor.

- a) The product line(s) to be sold at each location will be by mutual decision and agreement between the school principal or site administrator and the Contractor.
- b) In high schools, the following products may be vended: Water, plain or carbonated with no limit size. Unflavored or flavored low-fat milk: milk alternatives with a limit of 12 fl oz. Juice fruit or vegetable at 100% with or without carbonation at a limit of 12 fl oz. Diluted juice fruit or vegetable diluted with water, with or without carbonation and with no added sweeteners at a limit of 12 fl oz. Low- and no-calorie beverages, with or without caffeine and/or carbonation; calorie free, flavored water. Low calorie maximums of 40

calories per 8 fl oz and 60 calories per 12 fl oz. Equivalent to 5 calories per fluid ounce. No calorie maximum of 10 calories per 20 fl oz. Less than 5 calories per 8 fl ounces.

- c) Carbonated beverages may not be sold where student breakfast or lunch is being served or eaten in any school. If students are allowed to eat their meals in locations outside the cafeteria, the sale of carbonated beverages is prohibited in the areas where the meals are eaten.
- d) In middle schools and combination middle/high schools, bottled water, and one hundred (100) percent fruit juice may be vended beginning one (1) hour after the last lunch period.
- e) Elementary schools may elect to have vending machines that are only accessible for facility usage. All beverages may be vended and sold at all hours from machines in faculty lounges and other non-student vending areas.

## 2. Vending Exclusivity

- a) Vending exclusivity will be granted to the Contractor for distribution of carbonated, non-carbonated, fruit juice, fruit drinks, sports drinks and bottled water. This does not apply to child nutrition programs.
- b) Except as noted above, the Contractor shall provide all products in a timely manner to keep all vending machines fully supplied with respect to all cans and bottles.
- c) The District will attempt to ensure the benefits described above are exclusive to the Contractor. However, these exclusive vending rights shall apply only with respect to District owned and controlled facilities in which the District retains control of space utilization. These vending rights shall NOT apply to Charter Schools. The District will not participate in the establishment of vending contracts between beverage companies and Charter Schools within St Lucie County. Charter School Boards may act upon their own authority to enter into such agreements. The District reserves the right to include Palm Pointe Research School (a charter laboratory school).

## 3. Pricing

The commission percentage rate on vended products shall be firm for the contract period and shall include all freight and handling charges, F.O.B. Destination. The Contractor will be allowed to increase product pricing on vended products once annually after the first year of the contract. However, price increases shall be governed by prevailing market conditions and in no instance shall be greater than any increase experienced in similar markets within the State of Florida. Guaranteed fixed pricing for each renewal year must be submitted ninety days prior to the end of the current term of the contract.

## 4. Vending Equipment

- a) Within forty-five (45) calendar days from the effective date of the Contract, the Contractor shall furnish Contractor-owned beverage vending machines at all agreed upon locations. By participating in this proposal, the awarded Contractor agrees to coordinate the removal of equipment with the previous Contractor.
- b) All vending machines shall be modern and of current mechanical/electronic technology. All machines shall have bill changing capability, be electrically efficient, have unit sales

counting capabilities and be aesthetically acceptable to SLPS. The District expects each machine to be delivered with an energy miser type device. In lieu of the energy miser device, the Contractor can document the energy efficiency features of the vending machine. It is further understood that the District will not utilize machine lights.

- c) Vending machines shall be quiet and not disruptive to the ongoing activities on SLPS property.
- d) Vendor shall provide working credit card readers on machines.
- e) The Contractor shall be solely responsible for all damages to vending machines and all theft that occurs with the vending machines due to vandalism and or key entry. While site administrators will make every reasonable effort to assist in minimizing damage and/or loss from vandalism or theft, the SLPS will bear no monetary responsibility for damage to Contractors' property or loss of Contractors' product.
- f) The installation of machines, cages, and anchoring devices and the expense of installation of vending machines shall be the Contractor's responsibility excluding electrical line installation. SLPS will cooperate with, and support, reasonable requests from the Contractor in this regard. The Contractor will work closely with the Facilities Department in the installation of machines.
- g) SLPS may reject machine signage or logos if deemed objectionable or a distraction to the activities in any SLPS facility or on SLPS property.
- h) The Contractor shall maintain the cleanliness of all vending machines. It is the responsibility of the Contractor to clean the inside and the outside of all vending machines, as well as all vending machine areas.

#### 5. Vending Equipment Maintenance

The Contractor shall be responsible for the maintenance and repair of all equipment it provides for use on SLPS property. The SLPS will exercise prudent care in the handling and operation of any such equipment. The Contractor shall ensure that no vending machine is out of service for more than 24 hours from the time of notification by any SLPS employee. The Contractor shall replace machines that are chronically out of service or malfunctioning as determined in cooperation with the Contractor and the District. The Contractor shall provide a local contact name and number of the individual(s) assigned responsibility for the repair and maintenance of equipment.

#### 6. Electricity

The SLPS will furnish, at no cost to the Contractor, the necessary electricity for the operation of vending machines. The SLPS will take reasonable measures to avoid power loss and to restore power if, and when, a power outage occurs.

#### 7. Payment Procedure

- a) Commission payments will be paid on a monthly basis for the prior month's sales. Effectively, these payments should be determined by the value of the contract itself, as well as the value added from forward brand loyalty of District staff and students viewed as an annuity over a period of time.
- b) The Contractor acknowledges that the Contractor is responsible for, and is taking all risk with respect to any reduction of gross sales due to theft, fire, accident, vandalism, temporary loss of power, weather, acts of God, changes to SLPS or individual school calendars, temporary or permanent school closures, changes to school or facility construction plans, machine failure (refunds), other acts beyond SLPS control, and actions

within SLPS control that are necessary for sound educational reasons (e.g., relocation of vending machines) and that are considered typical for public school systems.

- c) All machines shall have automatic sales counters that can be used for sales verification by SLPS, or its representatives. All machines in student accessible areas shall be timer controlled. Timers will be required on vending machines located in areas where product sales are restricted in accordance with State Board of Education Rule 6- A7.0411(2)(c). School principals may not further restrict the time(s) during which products may be sold.

#### 8. Commission Accounting Requirements

- a) The School Board reserves the right to audit prices of items and/or services provided. All financial records of the Contractor pertaining to this contract shall be made available for audit during normal working hours by SLPS or its designated staff. Invoices submitted by the Proposer shall be in sufficient detail for a proper pre-audit and post-audit thereof.
- b) SLPS must approve the Contractor's monthly report format for the purpose of monitoring the making of monthly commission payments. Such reports shall be submitted to a designated SLPS representative monthly and shall include commission reports by location. The Contractor shall maintain complete and accurate records of vending transactions for each machine in accordance with the accepted industry standards, and will keep such financial records for a minimum period of five years after the close of each year's operation. The monthly payment must be received by the District cost centers no later than the 20th of each month for activity for the preceding month. Failure to provide monthly drafts or management reports in a timely manner can result in cancellation of the contract or the imposition of penalties.

#### 9. Licenses and Taxes

- a) All required state, county, and city license fees shall be paid by the Contractor. SLPS shall be promptly reimbursed for any penalties or necessary and reasonable expenses due to the Contractor's failure to obtain necessary licenses.
- b) The Contractor shall pay all required sales and use taxes pertaining to sales of the Contractor's products under this contract. The SLPS shall be promptly reimbursed by the Contractor for any penalties or costs resulting from the Contractor's failure to promptly pay such taxes.
- c) The Contractor shall comply with all Federal, State, local and SLPS regulations governing the preparation, handling and serving of beverages, and shall procure and keep in effect all necessary licenses and permits required by law and agrees to post such permits in a prominent place as may be required by law.

#### 10. Service Personnel and Service Vehicles

The Contractor's personnel shall, at all times while on SLPS property, be dressed in service uniforms and shall observe all SLPS regulations in effect. The Contractor shall be responsible for assuring its service personnel are dressed in the proper company uniforms. Contractor's delivery vehicles must not include advertisement of alcoholic beverages.

#### 11. Location of Vending Machines

SLPS will not be required to relocate any electrical outlets in order to provide electrical power to vending machines at desired locations. The use of electrical cords for vending machine power which are longer than ten (10) feet must be approved by the SLPS Facilities Department. Extension cords or drop cords are NOT allowed. The Contractor shall request, in writing, no later than 45 days after contract award, the desired installation of additional electrical outlets, or movement of existing electrical outlets. The Contractor shall make recommendations for the purpose of determining electrical outlet and vending machine locations within new or significantly reconfigured schools or facilities. However, final decisions regarding the location of electrical outlets and vending machines shall be solely determined by the school or building principal in conjunction with the Facilities Department providing that no carbonated beverage vending machines are in the areas where student meals are eaten (even if the locations are outside the cafeteria).

If any site requires additional electrical outlets for vending machines, the District will provide the necessary labor and materials for installation. However, this is providing there is sufficient excess capacity within the electrical system to bear the additional load. In no instance will the District upgrade a power supply solely to accommodate beverage vending equipment

**ATTACHMENT A - DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace 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.

COMPANYNAME\_\_\_\_\_

AUTHORIZED SIGNATURE\_\_\_\_\_DATE \_\_\_\_\_

**ATTACHMENT B - JESSICA LUNSFORD ACT COMPLIANCE AGREEMENT**

**Fingerprinting - Contractors / Vendors**

Pursuant to Florida Statute 1012.32 background and criminal history checks must be completed and results must be cleared prior to your start date. Results will be received and reported to the Human Resources Department.

The cost for the national Background check (FDLE and FBI check) is \$72.00 and must be paid prior to being printed. **ALL contractors will be required to purchase a Contractor ID badge through FieldPrint at the cost of \$10.00.** To schedule a fingerprinting appointment:

1. Visit [www.fieldprintflorida.com](http://www.fieldprintflorida.com)
2. Click on the "Schedule an Appointment" button.
3. Enter an email address under "New Users/Sign Up" and click the "Sign Up" button. Follow the instructions for creating a Password and Security Question and then click "Sign Up and Continue".
4. On the "Reason for Fingerprinting" page, please click on the text "I know my Fieldprint Code". In the box provided, enter FPStLucieVendorBPrints **\*\*NOTE: Please do not select from the pull down menu.\*\***
5. Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of your choosing.
6. At the end of the process, print the Confirmation Page. Take the Confirmation Page with you to your fingerprint appointment, along with two forms of identification.
7. If you have any questions or problems, you may contact our customer service team at 877-614-4364 or [customerservice@fieldprint.com](mailto:customerservice@fieldprint.com).

In addition, please provide written verification to St Lucie Public Schools that you have cleared all employees with the sexual offender/predator databases at <http://www.floridasexoffender.net> and <http://www.nsopr.gov>. Verification should be mailed to St. Lucie Public Schools Attn: Lynn Louderback, Fingerprint Specialist, Human Resources at 9461 Brandywine Lane, Port St Lucie, FL 34986

The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract. Vendor is responsible for all costs incurred to comply with this requirement.

By signing the below, vendor agrees to comply with the above screening requirements if selected for award.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C - REFERENCES**

Please submit a list of at least three (3) references, preferably School Districts in which you are currently providing similar services or have provided similar services within the past (3) three years.

**CURRENT CUSTOMER REFERNCES**

1. Client Name\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_ Zip Code\_\_\_\_\_

Telephone\_\_\_\_\_ Fax\_\_\_\_\_

Client Contact Person\_\_\_\_\_

2. Client Name\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_ Zip Code\_\_\_\_\_

Telephone\_\_\_\_\_ Fax\_\_\_\_\_

Client Contact Person\_\_\_\_\_

3. Client Name\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_ Zip Code\_\_\_\_\_

Telephone\_\_\_\_\_ Fax\_\_\_\_\_

Client Contact Person\_\_\_\_\_

**ATTACHMENT D- GREEN PROCUREMENT - ELECTRONIC PURCHASE ORDER PROCESS**

The School Board of St. Lucie County has implemented an **Electronic Purchase Order (E-PO)** delivery system to streamline our procurement process and eliminate a paper-driven process. In order to expedite delivery of purchase orders, we ask that you provide our office with a designated email address. The email address you provide should have the capability of being monitored by more than one person within your company. This will ensure that orders received electronically are not delayed. By us sending purchase orders out electronically, we can more effectively control our procurement activities and achieve a significant cost savings over the paper purchase order process. The electronic purchase order process also reduces the purchase order to vendor cycle time from days to hours. We encourage your acceptance of electronic purchase orders. Please provide a designated email address below to participate in the electronic purchase order process. Our system can only accommodate one email address.

---

Vendor Name:

---

Address

---

Phone

---

E-PO Designated Email Address:

---

Contact Person

## **ATTACHMENT E - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT**

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. The District by and through its Risk Management Department and in cooperation with the Purchasing Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

### **INSURANCE**

#### **1. General Liability**

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

|                                         |                                 |
|-----------------------------------------|---------------------------------|
| EACH OCCURRENCE                         | \$1,000,000                     |
| PERSONAL/ADVERTISING INJURY             | \$1,000,000                     |
| PRODUCTS/COMPLETED OPERATIONS AGGREGATE | \$2,000,000                     |
| GENERAL AGGREGATE                       | \$2,000,000                     |
| FIRE DAMAGE                             | \$100,000 ANY 1 FIRE            |
| MEDICAL EXPENSE                         | \$5,000 - \$10,000 ANY 1 PERSON |

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY. A PER PROJECT AGGREGATE LIMIT ENDORSEMENT SHOULD BE ATTACHED. DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY. A WAIVER OF SUBROGATION IS TO BE PROVIDED IN FAVOR OF THE DISTRICT. XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE.

#### **2. Automobile Liability**

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE DISTRICT WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY. CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

#### **3. Workers' Compensation**

WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS. EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

If Worker's Compensation Insurance or Form DWC-250 Notice of Election to be Exempt is not provided, vendor must indicate the reason, by signature, from the following:

1) Vendor is an Independent Contractor.

Signature\_\_\_\_\_

2) Vendor is an employer in the non-construction industry, who employs less than four part-time or full-time employees.

Signature\_\_\_\_\_

#### 4. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE. FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

#### HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation to indemnify the St. Lucie County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of the vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or
- C. liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the St. Lucie County School District to enforce this hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive St. Lucie County School District's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Risk Management Department, School District of St. Lucie County, Florida, at (772) 429-5520.

\_\_\_\_\_  
Vendor/Company Name – Print

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ATTACHMENT F - PROJECT MANAGER CONTACT INFORMATION**

Indicate in the P/A column below, if the person is a Primary or Alternate contact.

**CONTACT INFORMATION**

**Company Name** \_\_\_\_\_ **Date** \_\_\_\_\_

| Name (Print or Type) | P/A | Title | Phone Number(s) |
|----------------------|-----|-------|-----------------|
|                      |     |       |                 |
|                      |     |       |                 |
|                      |     |       |                 |

**ATTACHMENT G -STATEMENT OF “NO” RESPONSE**

If your company will not be submitting a response to this Request for Proposal or Bid, please complete this Statement of “No” Response Sheet and return, prior to the RFP Due Date established within, to: **The School Board of St. Lucie County, Purchasing Department, 9461 Brandywine Lane, Port St Lucie, FL 34986.** (Please print or type).

BID/RFP # \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

We, the undersigned, have declined to respond because of the following reasons:

|   |                                                                     |
|---|---------------------------------------------------------------------|
| √ | <b>Reasons for “NO” Response:</b>                                   |
|   | Unable to comply with product or service specifications.            |
|   | Unable to comply with scope of work.                                |
|   | Unable to quote on all items in the group.                          |
|   | Unable to hold prices firm through the term of the contract period. |
|   | Our schedule would not permit us to perform.                        |
|   | Unable to meet delivery requirements.                               |
|   | Unable to meet bond requirements.                                   |
|   | Unable to meet insurance requirements.                              |
|   | Other (Specify below)                                               |

SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_

## ATTACHMENT H – DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bids, Request for Quotation, or a multi-step bidding procedure.
2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.
3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **PRE-BID OR PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal submittal, which disseminates to all bidders or proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the M/WBE requirements of the School District.
5. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.
6. **REQUEST FOR PROPOSAL (RFP)** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price.
7. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.
8. **RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with any M/WBE requirements contained within the solicitation.
9. **SCHOOL DISTRICT** means the St. Lucie County School District, its individual and collective departments, managers, staff, and facilities.
10. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the St. Lucie County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.
11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term bidder and/or contractor.
12. **REMEDIAL MAINTENANCE** is maintenance to be performed by the contractor, which results from equipment failure and which is performed as required on an unscheduled basis.

**ATTACHMENT I - REFERENCE QUESTIONNAIRE  
ST. LUCIE PUBLIC SCHOOLS  
RFP 20-06  
BEVERAGE VENDING**

FOR: \_\_\_\_\_  
(Name of Vendor Requesting Reference)

This form is being submitted to your Company for completion as a business reference for the company listed above.

This form is to be returned to the School Board of St. Lucie County, Purchasing Department, via email at kimberly.albritton@stlucieschools.org no later than 3:00 p.m., **March 31, 2020**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the School Board of St. Lucie County, Purchasing Department, by telephone: (772) 429-3980, or by email at kimberly.albritton@stlucieschools.org. When contacting us, please be sure to include the request for proposal number and title listed at the top of this page.

**Company Providing Reference** \_\_\_\_\_  
**Contact Name and Title/Position** \_\_\_\_\_  
**Contact Telephone Number** \_\_\_\_\_  
**Contact Email Address** \_\_\_\_\_

Questions:

1. In what capacity have you worked with this company in the past? If the Company was under a similar contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this Company's knowledge and expertise?  
\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

3. How would you rate the Company's flexibility relative to changes in the scope and timelines?  
\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. quotation, written scopes of work, reports, logs, etc. produced by the Company?

\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

5. How would you rate the dynamics/interaction between the Company and your staff?  
\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

6. Who were the Company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Comments:

7. With which aspect(s) of this Company's services are you most satisfied?

Comments:

8. With which aspect(s) of this Company's services are you least satisfied?

Comments:

9. Would you recommend this Company's services to your organization again?

Comments:

## **ATTACHMENT J – SLPS BOARD POLICY**

St. Lucie County School Board Policy Manual / Section Chapter 4: Curriculum and Instruction  
Title: District Student Wellness Policy / Code 4.151 / Status Active / Adopted September 14, 2017

### Philosophy

St. Lucie Public Schools believes that students who begin each day as healthy individuals can achieve more, improve their academic performance and graduate with the knowledge, skills and the desire to succeed. As factors that contribute to an individual's overall health and wellness, this policy recognizes the importance of physical activity and nutrition and the District's role, along with parents and community members, in encouraging partnerships that promote wellness and healthy lifestyles.

St. Lucie Public Schools is committed to creating school environments that promote the overall well-being of all students and staff. The guidelines within this policy encourage a comprehensive approach that supports both individual wellness as well as the overall district approach that contribute to the educational school day.

### District Level

The District will assemble a student representative wellness committee that will meet **twice a year** to monitor and set goals for the development and implementation of its local school wellness policy. As required by K-20 Education Code 1003.453 the policy shall be reviewed annually and an updated copy shall be sent to the Florida Department of Agriculture and Consumer Services when a change or revision is made.

At least once every three years, the District will conduct a triennial assessment to evaluate compliance with the wellness policy to assess the implementation of the policy.

The Student District wellness committee will update and make modifications to the wellness policy based on the results of the annual review and triennial assessments and/or as local priorities change, community needs change, wellness goals are met, new health information and technology emerges and new federal or state guidance or standards are issued. The wellness policy will be assessed as indicated at least every three years following the triennial assessment.

The **administrator that oversees the National School Lunch Program** shall ensure overall compliance with the local school wellness policy.

Parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators and the general public shall be permitted to participate in the development, implementation, and periodic review and update of the local school wellness policy.

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators and the general public can participate in

the development, implementation and annual review of the local school wellness policy through the District web site.

Physical Education and Activity.

Physical Education for Elementary and Secondary students in the District is based upon the State and National Physical Education content standards. As required by Florida Statutes, Section 1003.455 (Elementary and Middle) and 1003.4282 (High), the District encourages healthy and active lifestyles for all students. The District will promote and encourage physical activity in a positive way. Physical Education shall consist of physical activities of at least a moderate intensity level and for a duration sufficient to provide a significant health benefit to the students, subject to differing capabilities of students. All physical education programs and curricula must be reviewed by a physical education instructor in the District.

- a. Physical education program and expected outcomes.
  1. Elementary: All students shall be provided 150 minutes of structured physical education, which must be put into each school's master schedule, each week in accordance with Section 1003.455, Florida Statutes. The expected mandated outcomes for Elementary School students are embodied in the benchmarks of the State Standards. Teacher's lessons plan should be versatile for both inside and outside physical education.
  2. Middle: In grades 6-8, students are required to take one semester of Physical Education each year as required by Section 1003.455, Florida Statutes. Students enrolled in such instruction shall be reported through periodic surveys and enrollment records as Section 1010.305, Florida Statutes. The expected mandated outcomes for Middle School students are embodied in the benchmarks of the State Standards.
  3. High: In grades 9-12, students are required to take one credit of Physical Education with the integration of health as required by Section 1003.4282, Florida Statutes. The expected mandated outcomes for High School students are embodied in the benchmarks of the State Standards.

b. Waiver

Physical Education classes for students in grades K-8 under this policy shall be waived for a student who meets one of the five legislatively defined criteria set forth in Section 1003.455(4), Florida Statutes. This includes: the student is enrolled or required to enroll in a remedial course, the students parent indicates in writing to the school that the student may enroll in another course set forth by the District, or that the student is participating in equal or more than the mandated requirement of physical activity outside the school day.

c. Recess

1. (i) The District will provide Elementary students at least twenty minutes of un-structured free-play recess per day. Recess time should not be counted towards the 150 minutes of weekly Physical Education.
2. (ii) The District shall not take away un-structured free-play recess and/or physical education for students for any specified reason such as punishment.

d. Health Education Program and Expected Outcomes

- i. Health Education in the District is based on the State and National Health Education content standards, as required by Florida Statutes, Section 1003.42 (2)(n) for Elementary and Secondary students. Health literacy is a fundamental part of school Health Education and is essential to the health and wellness of each student. Skills and knowledge learned in Health Education will allow students to be healthy throughout their lifetime. Health Education is to be taught by the classroom teacher, school nurse, science teacher, and others, and is intended to motivate students to maintain and improve their social, emotional and physical health, prevent disease, and avoid or reduce health related risk behaviors.
  - a. Comprehensive Health Education address twelve required areas for K-12 instruction under section 1003.42 (2)(n), Florida statutes.
  - b. Kindergarten-3: All students will be taught Health Education based on the Safer, Smart Kids curriculum which includes five to eight, 30-minute-age-appropriate lessons.
  - c. (c) 4th-12th: All students will receive comprehensive Health Education instruction which addresses eleven required areas under section 1003.42 (2)(n), Florida statutes.
  - d. (d) 7th-12th: In addition to receiving instruction of the twelve required areas, students will receive an additional component area under section 1003.42 (2)(n), Florida statutes.

Nutrition

1. Nutritional Education. Academic performance and quality of life issues are affected by the choice and availability of nutritious foods in schools. Healthy foods support student physical growth, brain development, resistance to disease, emotional stability and ability to learn. The United States Department of Agriculture ("USDA") Nutrition guidelines will be used as the standard in evaluating foods and beverages available to students during the school day. Menu options are determined based on the recommendations of the USDA. Schools shall promote safe food handling and hygiene practices.
  - i. The school means program shall support classroom activities for all students that include hands-on applications of good nutrition practices to promote health and reduce obesity.
  - ii. The District shall provide nutrition education for all students within the school per State Standards. Nutrition education shall be provided through multiple channels of communication, including the classroom, cafeteria, community and District website.

- iii. The school meals program shall provide students with the opportunity to taste and learn about fresh produce through the Fresh Fruit and Vegetable Program and other nutritional education programs.
- iv. Schools are encouraged to include essential nutrition education topics in their health education curriculum such as myplate, eating a variety of foods every day, eating more fruits and vegetables, Let's Go 5210, and the relationship between calorie intake and expenditure.

Guidelines for All Food and Beverages Available During the School Day

St Lucie Public Schools shall operate and provide food service in accordance with USDA's National School Lunch Program (NSLP) standards and applicable laws and regulations of the state of Florida. The guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by USDA.

- i. School Meals Program. Every student will have the opportunity to participate in the school meals program offered at each school. Program options include, but are not limited to, the National School Lunch Program, School Breakfast Programs, After School Snack Programs, and Fresh Fruit and Vegetable Programs. Policies and guidelines that are followed by the District Food and Nutrition Services Department for reimbursable meals shall not be more restrictive than federal and state regulations require.
- ii. School A La Carte offerings and Competitive Food Offerings. All foods and beverages sold on the school campus to students outside of reimbursable school meals during the school day (from midnight up until thirty minutes after dismissal of the final class of the day) are considered "competitive foods," and must meet or exceed the USDA Smart Snacks in School nutrition standards. Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores and snack bars.
- iii. Schools will only be allowed to market and advertise those foods and beverages that meet or exceed USDA's Smart Snacks in School nutrition standards. All schools will implement the standards of the Healthy US School Challenge as well as the Alliance for Healthier Generation guidelines.
- iv. Vending Machines: All vending machines will be operated in accordance with St. Lucie County School Board Policy 8.43. All items sold in vending machines must comply with all Smart Snack Guidelines according to USDA regulation 7 CFR 210.10 and 210.11. (FAC 5P-1.003)
- v. Wellness Information: Each school must establish a "Healthy School Team" with the responsibility of annually evaluating the school's adherence to the Smart Snack requirements in fund-raising, ala carte and vending sale (i.e. compliance with 7 CFR 210.11 requirements for the sale of competitive foods); maintaining a school calendar identifying the dates of exempted competitive food fundraisers; and reporting the school's compliance with this rule to the District.

- vi. Water: Potable water must be available to students throughout the school day. Students must be allowed to consume water when potable water is available according to USDA guidelines Public Law 111-296. St. Lucie Public Schools encourages students to hydrate with water throughout the school day.
- vii. Celebrations: Classroom parties and school celebrations that serve or sell food shall be held before or after the designated lunch period. Foods that are offered during celebrations and parties are encouraged to meet the Smart Snack guidance. The District will provide parents and teachers a list of ideas for healthy celebrations/parties.
- viii. Fundraising: Schools shall encourage fundraisers that promote positive health habits such as the sale of non-food and nutritious food items as well as fundraising to support physical activity events. All on-campus fundraisers held during the school day that include food items must be in compliance with all Federal and State regulations governing the sale of food items on campus. The District will provide parents and teachers a list of ideas for fundraising activities that include nutritious foods and/or physical activity.
- ix. Marketing food items to students: School-based marketing will be consistent with policies for nutrition education and health promotion. Schools will only be allowed to market and advertise those foods and beverages that meet or exceed USDA's Smart Snacks in School nutrition standards. Concession Stands and PTO's are strongly encouraged to offer items that are Smart Snack Compliant.
- x. Marketing: Activities that promote healthy behaviors are encouraged. Examples may include: vending machine covers promoting water, pricing structures that promote healthy options in a la carte lines or vending machines, sales of fruit for fundraisers and coupons for discounted gym memberships.
- xi. Rewards and Punishment: St. Lucie Public Schools encourages rewards that represent a goal that will encourage a student's healthy lifestyle practices. The restriction of a school meal can never be a means of punishment.

#### Health and Safety Goals

- a. Tobacco. The District shall maintain a school and worksite environment that is free from tobacco, in accordance with Board Policy 2.90.
- b. Alcohol and Drugs. The District shall maintain school and worksite environments that are free from alcohol and drugs, in accordance with Board Policy 6.60.
- c. Walking Paths. The District shall encourage walking and bicycle riding where appropriate and safe, and provide indoor and outdoor walking paths at most District locations.
- d. Education Program. The District shall provide a comprehensive health and safety education program for students in accordance with the State Standards.

- e. Health Resources. The District shall provide information on the School Board website regarding health resources in the community for students and families.
- f. Health and Safety Standards. School buildings and grounds, structures, buses, and equipment shall meet all current health and safety standards (including environmental air quality) and shall be kept clean, safe, and in good repair.

#### Family and Community Involvement Goals

- a. Wellness Activities. The District, in collaboration with community agencies and organizations, shall provide opportunities that promote the involvement of students and families in wellness activities such as organized walks, health screenings, and health and safety educational programs.
- b. School Health Advisory Committee. The District shall maintain an active School Health Advisory Committee (“SHAC”), which is composed of District staff, the Department of Health, parents, and community members. The SHAC will address the eight components of Coordinated School Health as defined by the Centers for Disease Control and Prevention. The SHAC will meet regularly to discuss issues and programs that affect District students and staff.

#### Evaluation and Measurement of the Implementation of the Wellness Policy

St. Lucie Public Schools wellness committee will update and make modifications to the wellness policy based on the results of the annual review and triennial assessments and/or as local priorities change, community needs change, wellness goals are met, new health information and technology emerges and new federal or state guidance or standards are issued. The wellness policy will be assessed as indicated at least every three years following the triennial assessment.

#### Triennial Progress Assessments

- a. St. Lucie Public Schools will ensure the most updated version of the wellness policy and triennial assessments are always available on the school website for the public to view.
- b. St. Lucie Public Schools will present wellness policy updates, as applicable, during meetings with the Parent Teacher Association/Organization, school board, district superintendent, health and wellness committee and other interested groups or stakeholders.
- c. Wellness updates will be provided to students, parents and staff, as applicable, in the form of handouts, St. Lucie Public Schools website, articles and each school’s newsletter, to ensure that the community is informed and that public input is encouraged.

## ATTACHMENT K – SMART SNACKS



### Smart Snacks in School Beverage Options

The Healthy Hunger-Free Kids Act of 2010 directed the USDA to establish science-based nutrition standards for all foods and beverages sold to students in school during the school day. The new Smart Snacks in School nutrition standards will help schools to make the healthy choice the easy choice by offering students more of the foods and beverages we should be encouraging —whole grains, fruits and vegetables, leaner protein, low-fat dairy, while limiting foods with too much sugar, fat and salt.

*Smart Snacks in School* lays out targeted, science-based nutrition standards for beverages that reflect current nutrition science and progress being made in States and local communities across the country, as well as through existing voluntary efforts. The new standards allow variation by age group for factors such as portion size and caffeine content. While water is available on an unlimited basis, USDA has established reasonable, age-appropriate portion size standards for all other beverages in order to reinforce the important concepts of moderation and balance in student diets.

#### Highlights of the *Smart Snacks in School* nutrition standards include:

- **Healthier beverage options during the school day. All schools are allowed to sell:**
  - Plain water (carbonated or uncarbonated);
  - Unflavored low-fat milk;
  - Flavored or unflavored non-fat milk (and milk alternatives); and
  - 100 percent fruit and vegetable juices, and full-strength juice diluted with water, carbonated or non-carbonated, with no added sweeteners.
- **Portion sizes based on age.**

Elementary schools may sell up to 8-ounce portions of allowable milk and juice beverages, while middle and high schools may sell up to 12-ounce portions. In high schools, the standards limit the maximum container size to 12-ounces for lower calories beverages and 20 ounces for calorie-free beverages.
- **Additional options for older students.**
  - The new standards provide additional beverage options to high school students, recognizing their increased independence, relative to younger students, and the wide range of beverages available to high school students in the broader marketplace. Beyond water, milk and juice, *Smart Snacks in School* provides additional calorie-free and lower-calorie beverage options for high school students:
  - Calorie-free beverages, in up to 20-ounce portions; and
  - Lower-calorie beverages with up to 40 calories per 8 ounces or 60 calories per 12 ounces. These may be sold in up to 12 ounce portions.
- **Caffeinated beverages remain an option for high school students.**

The new nutrition standards do not restrict the sale of caffeinated beverages to high school students. USDA encourages school districts to exercise caution when selecting items for sale to their students. USDA will continue to monitor the Food and Drug Administration's (FDA) work on caffeine and will consider revising the nutrition standards in the future as appropriate.



**ATTACHMENT L – SCRUTINIZED COMPANY CERTIFICATION**

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME:

---

SIGNATURE and DATE:

---

NAME AND TITLE:

---

The scrutinized company list is maintained by the State  
Board of Administration and available at <http://www.sbafla.com/>

**ATTACHMENT M – EVALUATION RATING SHEET**

Company Name \_\_\_\_\_

Committee Member \_\_\_\_\_

| <b>Selection Criteria</b>                    | <b>Possible Points</b> | <b>Earned Points</b> | <b>Remarks</b> |
|----------------------------------------------|------------------------|----------------------|----------------|
| <b>A)</b> Firm Qualifications and Experience | 10                     |                      |                |
| <b>B)</b> Project Approach                   | 20                     |                      |                |
| <b>C)</b> Financial Benefits                 | 50                     |                      |                |
| <b>D)</b> Similar Projects                   | 20                     |                      |                |
| <b>TOTAL POINTS</b>                          | <b>100</b>             |                      |                |

Comments: \_\_\_\_\_

\_\_\_\_\_

Signature : \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT N – RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the School District of St Lucie County.

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the Purchasing Manager's name, address, phone numbers and e-mail address.** This is the only person (or their designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-proposal conference if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the District of any ambiguities, inconsistencies, or errors in the proposal.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed in the RFP and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for a proposal are posted on [www.demandstar.com](http://www.demandstar.com) website and the District's website and will include all questions asked and answered concerning the RFP. It is the proposer's responsibility to be sure all addenda were received.
5. \_\_\_\_\_ **Follow the format required in the RFP when preparing your response.** Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don't assume the District or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the District. The proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, proposer acknowledgment form, exhibits, etc.
8. \_\_\_\_\_ **Check the website for RFP addenda's.** Before submitting your response, check the DemandStar website at [www.demandstar.com](http://www.demandstar.com) (or District website) to determine whether any addenda were issued for the RFP. If so, you must circle for each addenda issued on the "Proposer acknowledgement form".
9. \_\_\_\_\_ **Review and read the RFP document again**, to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.