

# School District of Palm Beach County FL



## Solicitation No. 10C-60D

Term Contract for Beverage and Snack Vending Services

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RESPONSES ARE DUE PRIOR TO:

**Mar 30, 2010 2:00:00 PM EDT**

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RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

[www.bidsync.com](http://www.bidsync.com)

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## Bid 10C-60D

### Term Contract for Beverage and Snack Vending Services

Bid Number	10C-60D
Bid Title	Term Contract for Beverage and Snack Vending Services
Bid Start Date	Mar 9, 2010 2:54:22 PM EST
Bid End Date	Mar 30, 2010 2:00:00 PM EDT
Question & Answer End Date	Mar 22, 2010 5:00:00 PM EDT
Bid Contact	Dick Hardman Senior Purchasing Agent 561-434-8209 hardman@palmbeach.k12.fl.us
Contract Duration	2 years
Contract Renewal	3 annual renewals
Prices Good for	See Term of Contract
Standard Disclaimer	All responses must be submitted electronically on <a href="http://www.Bidsync.com">www.Bidsync.com</a> by registering with Bidsync
Bid Comments	*THIS IS A NO FEE INVITATION TO BID* Added on Mar 16, 2010: Added vending contract sample from the 2007 07C-14D bid.

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Changes made on Mar 16, 2010 10:47:10 AM EDT

New Documents      07C-14D Contract Vending Services.pdf

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#### Item Response Form

Item	10C-60D-1-01 - SUBMIT PRICING ON 10C-60D BID SUMMARY DOCUMENT
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	School District of Palm Beach County FI <u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406 Qty 1
Description	.

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406-5813**

**INVITATION TO BID  
Bidder Acknowledgement**

**Vendor Name:**

**Vendor Mailing Address:**

**Area Code/Telephone Number:**

**Toll-Free Telephone Number:**

**Fax Number:**

**Vendor E-Mail Address:**

**Vendor Web Address:**

**FEID No. of SS #:**

**Terms:**

**Delivery**  **calendar  
Days after receipt of order:**

**ANTI-COLLUSION**

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida.

**Name of Company Representative Submitting Bid**

**Title of Company Representative Submitting Bid**

**Date**

## **10C- 60D - SPECIAL CONDITIONS**

- A **SCOPE:** This Invitation to Bid is to establish a **Term Contract for Beverage and Snack Vending Services** for the School District of Palm Beach County. The Districts cafeteria and vending sales in schools are impacted by a variety of internal and external rules, policy, laws and regulations. This bid adds to these policies and regulations the initiatives set forth by the Alliance for a Healthier Generation. (See Attachment A, Memo of Understanding) This alliance is a collaboration of The William J. Clinton Foundation and The American Heart Association with the support of major Food Manufacturers to institute a beverage and snack policy for schools.

The District is obligated to adhere to:

- National School Lunch and Breakfast Program (NSLBP) regulations and policies as set forth (primarily in 7 CFR 210).
- The District Wellness Promotion Policy, Board Policy 2.035.
- The State Board of Education Rule, 6A-7.0411, Paragraph (2) (c) describing the requirement to “control the sale of food and beverage items sold in competition with the district’s approved food service program”.

**All awardees are required to adhere to these requirements:**

- All awarded companies will immediately ensure that all vended products upon award of this contract will adhere to products determined acceptable by the Alliance for a Healthier Generation following the guidelines in Special Condition O. Failure to follow this may result in cancelation of this contract up to and including Debarment.
- The District will also require that all products be verified for their adherence to the Alliance for a Healthier Generations guideline prior to sale in the District.
- In order to accelerate migration to lower-calorie and nutritious products in schools all awardees’ will work with the District in the spirit of mutual financial fairness to amend the terms of existing contracts to change the product mix described and approved by the District therein to include only products outlined in this document.
- All machines must be equipped with timers in order to control their ability to vend and not vend at the appropriate time.

- B **DELIVERY:** Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

- C **AWARD:** In order to meet the needs of the various departments and in the best interest of the School District, awards shall be made to ALL responsive, responsible bidders who offer positive, non-zero commissions percentages for the sale of goods from vending machines and comply with specifications, terms, and conditions. Vendors who offer the greatest commission should receive the majority of orders.

Upon award, the successful bidder cannot initiate or substitute any product that has not been approved in advance by The District, see Special Condition N & O. The successful bidder must supply only products that have been approved by The District.

If your company offers additional incentives or other Vending Services, please, supply this information on the Additional Information Document. This will not be considered in the award of the Bid.

- D **TERM OF CONTRACT:** The term of this contract shall be for two (2) years from April 22, 2010 through April 21, 2012, and may, by mutual agreement between the School District and the awardee, be renewable for three (3) additional one - periods. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.
- E **AGREEMENT:** The agreement between the school/department and the awarded vendor shall be documented in writing on a Vendor/District agreed to document. The term of any agreement entered into by a District Department or School cannot extend past the term of this Bid. The individual agreement between the vendor and school/Department must follow the same time line as Special Condition D. The agreement between The District and awarded Vendor shall not limit or exclude any product or brand of any other company.
- F **PRICING:** Establishment of prices and price adjustments on vended products will be at the discretion of the awarded vendor.
- G **COMMISSION RATES:** Please outline your Commission Rate Schedule on the Bid Summary Document. Multiple Commission Rates or Range of Rates **WILL** be accepted. Commission Rates should be a positive non-zero number expressed as percentages. The vendor offering the highest commission rate should be in the best position to receive the greatest quantity of requests for service.

Upon acceptance of services by the School/Department the commission percentage must be delineated in the Agreement.

- H **COMMISSION PAYMENTS:** All awarded companies, existing and/or new shall operate by commission payments only. **All machines currently residing at any school or department location shall be converted to a commission based system within 30 days of the awarded contract.** Failure to comply with these guidelines may result in termination of the contract.
- Monthly commission payments are to be sent to each individual school or department and made payable according to the location.
  - When entering a District Building the vendors' representative must identify themselves at the entrance or front office prior to entering the facility
  - A district designee and vendor's representative shall jointly read and record meter readings upon installation of each machine. Machines cannot be put into service until this is performed. Both parties shall receive a copy of the record of meter readings taken.
  - Each cumulative meter on each machine shall be read on approximately the same date every month. A District designated employee assigned shall observe and record the meter reading taken.

- The last meter reading should accompany or show on the commission check.
- Commission shall be submitted on or before the **tenth day** of each month for the previous month's business.
- If a machine requires replacing, both the designated employee and the vendor's representative shall record the meter reading before it is removed from the site.

I **MACHINE OPERATION:** Bidders must supply machine with the ability to have/perform the operations listed below.

- Full Service Machine; A Full Service Machine is defined as the vendor furnishing the vending machine, stocking and collecting fund with payment of a predetermined commission to the school/department.
- A tamper proof meter must be standard on all District Machines.
- All machines must be Energy Star compliant.
- All machines must have all lighting turned off, bulbs removed or have Vending Misers or similar device installed.
- The meter readings for all machines must show gross sales in dollars.
- Machine in place for student use must be equipped with timers in order to control their ability to vend and not vend at the appropriate times.
- All machines must display visible, credible and legible signage that includes nutritional information regarding all products contained within the machine.
- All machines must be inspected and treated for pest infestations prior to installation in any District facility. A statement to this effect must accompany all machines being installed on District property and submitted to the District representative. Regular inspections and treatment of the machine for pests while on District property is mandatory. This may be accomplished during the stocking and machine inventories. Any and all treatments will be at the vendors' expense.
- Material Safety Data Sheet will be provided to the School/Department when the machine is delivered covering the chemicals used to treat pest infestations.

J **REPORTING:** The school/department must receive monthly reports. This report will indicate starting and ending meter count and synopsis of sales to reflect total sales realized and commission percentage paid. The report should also reflect the number of hours each machine is operational (Able to dispense product).

K **TIME OF DAY:** Foods sold in competition with the NSLBP may be prohibited or regulated from the time the first staff person reports to the school campus in the morning until one hour after the conclusion of the last student meal service period, as applicable. See Board Policy (2.035), Wellness Promotion and Board Policy 6.185, School Food Service Management Policy; Competitive Foods.

The extended school day can be defined as the time before or after the official school day that includes activities such as clubs, yearbook, band and choir practice, student government, drama, and childcare / latchkey programs.

The policy does not apply to School-Related Events where parents and other adults are a significant part of an audience or are selling beverages as boosters during intermission, as well as immediately before or after such school-related events. Examples of these events include interscholastic sporting events, school plays, band concerts and areas of schools that are designated for adults only, i.e. Teachers Lounge.

- L **SECURITY:** The Awarded vendor is responsible for the security of their machine(s) while on District property. The vendor may vary the level of security as deemed appropriate by location.
- M **PROMOTIONAL MATERIALS:** Awardee shall supply, upon request, promotional/marketing materials appropriate to the school setting in support of the District. These materials must be approved by the district prior to posting at individual school centers. Send all samples with all support information to School District of Palm Beach County, Attn: Dick Hardman, Purchasing Agent, 3300 Forest Hill Blvd., Suite A323, West Palm Beach, FL, 33406. Products will not be evaluated without complete documentation.
- N **NEW / UPGRADED / REFORMULATED PRODUCTS:** During the contract period, if a new, upgraded or reformulated product is made available, the successful bidder of such items shall submit a written request for acceptance of such items, along with pricing. Follow the steps in Special Condition O.
- O **PRODUCT APPROVAL:** All products **existing and/or new** must be verified to their adherence to the Alliance for a Healthier Generations guideline by the District before implementation and sale. See Bid Specifications and Attachment A, Memo of Understanding. Additional information is available in Attachments D and E.
- Vendor's Responsibility: The vendor has a responsibility to understand the guidelines and the criteria necessary for product approval. The vendor must submit only products that they believe fit into the guidelines established by the Alliance for a Healthier Generation. The Districts approval process is not to critique a vendor's entire product line.
  - The responsible vendor is encouraged to set up their own approval process that follows the above guidelines and only submit products that pass. This is encouraged to assist the District with rapid product approval and to enhance the vendor's understanding of the healthier products.
  - Products and product size are grade sensitive. A product or container size may be appropriate for one grade level and inappropriate for another grade level. The target grade for the product must be indicated on the Product Information Form that accompanies each product submitted for approval.
  - Notification of initial submission of products for approval will be sent to the awarded vendors after notification of Award. Vendors are encouraged to compile necessary information for submission prior to this notification.
  - The awarded vendor must supply an email address for communication of product approval. As product "A" is approved the information will be submitted to all vendors

via email.

- Forms necessary to submit with product for approval.  
**Each product/ flavor/size must be accompanied by its own Product Information Documents.**
  - 1.A completed Product Information Document (Attachment B. Serves as a cover page for the following documents, it is provided as a downloadable document on RFP Depot.) Make copies of this document as needed.
  2. Supply a Nutrition Facts Label - must include:
    - ü Serving Size including the “base” weight
    - ü Total Calories
    - ü Total Fat
    - ü Saturated Fat
    - ü Trans Fats
    - ü Cholesterol
    - ü Sodium
    - ü Carbohydrate
    - ü Dietary Fiber
    - ü Protein
    - ü Calcium
    - ü Iron
    - ü Vitamin A
    - ü Vitamin C
  3. Supply detailed Ingredient Information List, to include product size/weight
  4. Completed Allergy Worksheet Response Document (provided as a downloadable document on RFP Depot). The Food Allergy Worksheet, Attachment C, is a check sheet to aid in the identification of substances that could cause allergic reactions.
- The Districts procedure for approval of new, additional or reformulated products is to be submitted as an individual packet per product to include complete, legible and accurate information in order to expedite the approval process. Each packet must include;
  1. Product Information Form, Attachment B.
  2. Product Nutrition Facts Label, vendor supplies.
  3. Detailed Product Ingredient Information List, vendor supplies.
  4. Allergy Worksheet Response Document, Attachment C.

Once the packet has been verified for accuracy, a Registered Dietitian will compare the submitted product to the Guidelines from The Alliance for a Healthier Generation. If the product falls within the guidelines it will pass, if it does not meet the Guideline it will not. Products that meet or exceed the guidelines will then be routed to the Districts Wellness coordinator and the Purchasing Department for final approval.

Once a **complete** packet has been submitted the vendor will be notified within 5 working days of the outcome of the comparison. The initial approval process will



be done as quickly as possible, but, due to anticipated volume, it may extend outside the 5 day window.

- The submission of product information packets should be delivered to:

**Palm Beach School District Food Services Department  
3661 Interstate Park N, Riviera Beach, FI 33404  
Attention: Vending Product Evaluation**

**Failure to supply complete documentation may result in rejection of product submitted.**

All items submitted MUST BE **COMPLETE**, **LEGIBLE** AND **ACCURATE**.

- P INGREDIENTS:** The School Board reserves the right to award or not award items that contain any of the ingredients listed below. The School Board discourages the use of these ingredients.
- a. Mono-Sodium Glutamate-MSG
  - b. High Fructose Corn Syrup, HFCS
  - c. Peanuts, Peanut Protein or Peanut by products
  - d. Trans fatty acids
  - e. Red Dye #40
  - f. Yellow Dye # 5

**Please refer to the instructions in Special Condition O.**

- Q FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the School District to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
- R MEASUREMENTS:** Each bidder is responsible for making an on-site measurement of the area to be serviced in order to determine exact requirements. All bidders shall be responsible for accuracy of field measurements. Bidders shall investigate the location of the work and the conditions of the installation required.
- S INSTALLATION:** Successful vendor shall be responsible for unloading, uncrating, setting in place, removal of dunnage off site and making ready for operation all items awarded. Successful vendor shall be responsible for furnishing all labor and materials to install machines.
- Installation shall include full and complete hook-up of unit. Vendor shall make all final connections. School District will furnish necessary services within a reasonable distance. Disconnection and/or hook-up of units shall be accomplished only by personnel certified by the State of Florida or Palm Beach County as being qualified to perform task involved and demonstrate.
- T DESCRIPTIVE LITERATURE:** Each bidder must submit, **WITH THIS BID OR WITHIN THREE DAYS NOTIFICATION**, descriptive literature with full illustrations and detailed specifications for the model vending machines that will be utilized. All machines must be DEX. Descriptive literature is required to establish, for the purpose of bid evaluation and award, the equivalency of vending machines bid with the machines specified, and for contract administration.

Each bidder must also submit, **WITH THIS BID, AND WITHIN THREE DAYS OF NOTIFICATION**, a **PRODUCT LIST** of all items available for snack and drink vending. The School District of Palm Beach County reserves the right to determine which item(s) will be stocked in vending machines. **ALL PRODUCTS MUST BE APPROVED BEFORE THEY ARE PLACED IN THE MACHINES FOR SALE.**

**FAILURE TO SUBMIT THE DESCRIPTIVE LITERATURE WITH THE BID AND PRODUCT LIST WITH THE BID OR WITHIN THREE DAYS OF NOTIFICATION WILL RESULT IN REJECTION OF BID SUBMITTED.**

U **QUALIFICATIONS:** The bidder shall have maintained continual work experience in Snack/Drink Vending for a period of three years prior to the bid date. Bidder must submit written documentation with bid or within three days upon request, substantiating experience requirement. Any of the following documentation will be acceptable:

1. Copy of Palm Beach County Occupational License
2. Two References for like size account that firm has furnished services

The bidder shall have a place of business for contact by District personnel during normal working days.

V **SAMPLES:** Samples must be submitted within three days upon request. Each individual sample must be accompanied with a completed copy of Attachment B, Product Information Document. Failure to deliver required samples or to clearly identify samples as indicated shall be reasons for rejection of product. Each product/flavor/size must be accompanied by its own Product Information Document.

W **SUB-CONTRACTING:** If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

X **VARIANCES:** The vendor shall conform to all Federal, State, County and City regulations of fire extinguishers and the Jessica Lunsford Act while under contract of this bid. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Vendor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Any violations by a Vendor shall constitute cause for immediate termination of the contract.

Y **AREA REPRESENTATIVE:** Bidder should indicate in space provided on the Area Representative Document the name, address, phone number and email address, if available,

of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

- Z **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

- AA **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: Dick Hardman, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, \_\_\_\_\_ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

**BB INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be submitted on BidSync at [www.BidSync.com](http://www.BidSync.com). Dick Hardman, Senior Purchasing Agent is authorized only to direct prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Dick Hardman, nor any employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by an electronic addendum.

**CC INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent will not be honored.

**DD CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent will not be honored.

**EE DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

**FF BID QUESTIONS:** All questions related to this bid must be submitted through BidSync and must be received no later than March 22, 2010, at 5:00PM.

**GG POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with **BidSync** and at the Fulton Holland Educational Services Center Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, on April 6, 2010, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the

posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

## **10C-60D - INSTRUCTIONS TO BIDDERS**

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:**
  - a. 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. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
  - b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
4. **BIDS:** Bids will be received electronically through a secure mailbox at BidSync, Inc. until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches BidSync on or before the closing date and hour as indicated in this bid document.
5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

**“This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein”.**

9. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

10. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

11. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

12. **DISQUALIFYING CRIMES:** *The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid*



*response, information regarding any of these actions or proposed actions with other governmental agencies.*

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

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

13. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
14. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted with BidSync, Inc. and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.  
  
Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.  
  
Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.
15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.
16. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
17. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-

8013897253C-1 and Federal Excise Tax No. 59-600783 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, Florida Statutes.

18. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
19. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

20. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
21. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee

or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

22. **PRODUCT RECALL:** In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

**10C-60D - GENERAL CONDITIONS FOR BIDS**

1. **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-1.012(6) in lieu of any offer received or award made as a result of this bid, 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 bid if it is in its best interest to do so.
2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
4. **MINORITY BUSINESS PARTICIPATION:** The School Board of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority and Women can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeachschools.org/mwbe/> .

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.
7. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its 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 therefrom, 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 contractor, 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 contractor in the performance of the work; or

- C. liens, claims or actions made by the contractor 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 contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of the Contract.

8. **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 bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid 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 specific 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 bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, 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.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach 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.
12. **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 bid specifications. In case of discrepancy in computing the amount of the bid, 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 bid(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.
13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, 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.
15. **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 unless otherwise specified on the purchase order.
16. **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.

17. **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 bid. Each individual sample must be labeled with bidder's name, bid 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 bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach 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.
18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded 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.**
19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid 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, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. 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.
20. **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.
21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid 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.



22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

**No item may be shipped or service performed that is not listed on the purchase order.**

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free

Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither BidSync nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

**10C-60D BID SUMMARY DOCUMENT**

In order to meet the needs of the various departments and in the best interest of the School District, awards shall be made to ALL responsive, responsible bidders who comply with specifications, terms, and conditions.

Please outline your Commission Rate Schedule. Multiple Commission Rates or Range of Rates **WILL** be accepted. Commission Rates should be a positive, non-zero number expressed as percentages.

The vendor offering the highest commission rate should be in the best position to receive the greatest quantity of requests for service.

**Elementary Schools in Palm Beach County are not eligible to accept Vending Services for Students.**

Please attach another sheet of paper, if needed.

Bidder Name

Item 1 – Beverage Merchandise Machines;

- A. Administrators  %
- B. Middle Schools  %
- C. High Schools  %

Item 2 – Snack Merchandise Machines;

- A. Administrators  %
- B. Middle Schools  %
- C. High Schools  %

10C-60D - ATTACHMENT A

**Alliance  
for a  
Healthier  
Generation**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets forth the agreement among

- The Alliance for a Healthier Generation;
- The American Heart Association;
- The William J. Clinton Foundation;
- Campbell Soup Company;
- The Dannon Company, Inc.;
- Kraft Foods Global, Inc.;
- Masterfoods USA, a division of Mars, Incorporated; and
- PepsiCo, Inc

regarding new Guidelines for Competitive Foods Sold in Schools to Students.

### **I. Overview**

The Alliance for a Healthier Generation ("Alliance"), a joint initiative of the American Heart Association and the William J. Clinton Foundation, under the leadership of President William J. Clinton and Governor Mike Huckabee, has joined with representatives from leading food manufacturers to commit to working together to gain broad acceptance of new Guidelines for competitive foods offered for sale outside of the reimbursable meal program during the regular and extended school day ("Competitive Foods") to students in public, private, and parochial primary and secondary schools in the United States. These leading manufacturers include Campbell Soup Company; The Dannon Company, Inc.; Kraft Foods Global, Inc.; Masterfoods USA, A division of Mars, Incorporated; and PepsiCo, Inc. ("Signatory Companies").

Fifty-four million students attend nearly 123,000 elementary, middle, and high schools nationwide, making schools a natural environment for promoting and reinforcing healthy habits in young Americans – habits that they can carry with them throughout their lives.

Outside the school environment, parents and other adult caregivers can and should teach children about and together practice healthy eating, including the role that different foods can play in an overall balanced diet. But while parents can practice healthy eating habits with their children at home, parents cannot be present in school to directly impact the choices their children make during the regular and extended school day. Thus, the Alliance and each Signatory Company believe that schools are unique environments that warrant special treatment with regard to the Competitive Food choices provided to children.

This MOU establishes nutritional Guidelines for Competitive Foods offered for sale in schools to students with a focus on helping students to manage caloric consumption and encouraging students to consume foods that include essential nutrients. Further, it outlines each Signatory Company's commitment to work with the Alliance to encourage acceptance of these Guidelines by distributors and schools and, where appropriate, to develop or change Competitive Foods offered for sale in schools to meet these Guidelines. The execution of this MOU and the decision to support the Guidelines contained herein have been undertaken independently by each Signatory Company.

We recognize the difficulty in defining Guidelines for individual foods as opposed to the diet as a whole. It is not the intention of the Alliance and the Signatory Companies to suggest children only eat those foods that meet these Guidelines in the course of a day. However,

***Memorandum of Understanding  
School Competitive Foods***

pg 1

**Alliance  
for a  
Healthier  
Generation**



in the context of the sale of Competitive Foods in schools, we believe the adoption of these Guidelines will be a positive step towards reinforcing the lessons children learn at home and in the classroom.

We understand that schools and school districts may find it challenging to provide nutritious, lower calorie Competitive Foods meeting these Guidelines for sale to students in their schools. Thus, each Signatory Company commits to making foods that meet these Guidelines available for purchase by those providing Competitive Foods in the school environment.

As a practical reality, the ultimate decision of what Competitive Foods are offered for sale in schools is the exclusive province of the schools themselves. The Alliance and each Signatory Company are committed to work together to encourage education leaders, education organizations and school authorities to adopt these Guidelines and to offer their students only Competitive Foods that meet the Guidelines. Moreover, because each Signatory Company generally does not sell Competitive Foods directly to or in schools, the Alliance and each Signatory Company will also encourage other companies in the distribution chain to support these Guidelines as well.

**II. Guidelines for Competitive Foods Sold in Schools to Students**

These guidelines apply to snacks, side items, treats, and desserts offered for sale as Competitive Foods in schools. All such Competitive Foods shall meet one of the following numbered criteria.

These foods include but are not limited to fruits, vegetables, yogurts (including drinkable yogurt and yogurt smoothies), puddings, soups, cheeses, snack chips (e.g., potato, tortilla, corn, veggie, etc.), pretzels, crackers, popcorn, nuts, seeds, french fries, dried meat snacks, granola bars, energy bars, breakfast bars, health bars, cookies, brownies, snack cakes, coffee cakes, pastries, doughnuts, danishes, candy, confectionery, chocolate, ice cream, frozen yogurt, sherbet, ice pops, frozen fruit bars, and other similar foods.

Items that would be considered to be entrées if sold in the reimbursable meal program, but are sold à la carte as Competitive Foods, are not subject to these Guidelines.

1. Any fruit with no added sweeteners or vegetables that are non-fried. Since fresh fruits and vegetables vary in size and calories naturally, they have no calorie limit. However, calories for packaged fruits and vegetables are easily ascertained according to package nutrition labeling. As such, calorie limits for these fruits and vegetables are specified as follows:

	<b>Elementary</b>	<b>Middle</b>	<b>High</b>
fresh	no limit	no limit	no limit
packaged in own juice	150	180	200
dried	150	180	200

2. Any reduced-fat or part-skim cheese ≤1.5 oz.
3. Any one egg with no added fat or equal amount of egg equivalent with no added fat.
4. Any other food that meets all of the following criteria:
  - a. ≤35% of total calories from fat
    - i. Nuts, nut butters, and seeds are exempt from above limitation and are permitted.

## Alliance for a Healthier Generation



- ii. Products described in Addendum 1 are exempt and are permitted until August 31, 2008.
- b.  $\leq 10\%$  of calories from saturated fat –OR–  $\leq 1\text{g}$  saturated fat
- c. 0 g trans fat
- d.  $\leq 35\%$  sugar by weight
- e.  $\leq 230$  mg sodium
  - i. Lowfat and fat-free dairy products can have  $\leq 480\text{mg}$  sodium
  - ii. Vegetables with sauce, and soups can have  $\leq 480\text{mg}$  sodium if they contain one or more of the following:  $\geq 2\text{g}$  fiber; or  $\geq 5\text{g}$  protein; or  $\geq 10\%$  DV of Vitamin A, C, E, folate, calcium, magnesium, potassium, or iron; or  $\geq \frac{1}{2}$  serving ( $\frac{1}{4}$  cup) of fruit or vegetables.
  - iii. Soups described in Addendum 2 are exempt and are permitted until August 31, 2008.
- f. If products are dairy, they must be non-fat or low fat dairy.
- g. Meet 1 of the following calorie requirements:
  - i.  $\leq 100$  calories
  - ii. Vegetables with sauce and soups meeting 3.e above can have 150 calories if they contain two or more of the following:  $\geq 2\text{g}$  fiber; or  $\geq 5\text{g}$  protein; or  $\geq 10\%$  DV of Vitamin A, C, E, folate, calcium, magnesium, potassium, or iron; or  $\geq \frac{1}{2}$  serving ( $\frac{1}{4}$  cup) of fruit or vegetables.
  - iii. Other foods can have calorie limits per below if they contain one or more of the following:  $\geq 2\text{g}$  fiber; or  $\geq 5\text{g}$  protein; or  $\geq 10\%$  DV of Vitamin A, C, E, folate, calcium, magnesium, potassium, or iron; or  $\geq \frac{1}{2}$  serving ( $\frac{1}{4}$  cup) of fruit or vegetables:
    - $\leq 150$  calories for elementary schools
    - $\leq 180$  calories for middle school
    - $\leq 200$  calories for high school.

For individual serving packages, these nutritional Guidelines are defined for a whole package as labeled on the package's Nutrition Facts panel. In the event that the food is bought in bulk but served individually, such as on an à la carte line, then the criteria apply to the label serving.

### **III. Time of Day**

These Guidelines shall apply to items sold on school grounds or at school activities during the regular and extended school day when events are primarily under the control of the school or third parties on behalf of the school. The extended school day is defined as the time before or after the official school day that includes activities such as clubs, yearbook, band and choir practice, student government, drama, sports practices, intramural sports, and childcare / latchkey programs. These Guidelines shall also apply to food supplied by schools during official transportation to and from school and school sponsored activities, including but not limited to field trips and interscholastic sporting events where the school is the visiting team except as specified herein.

These Guidelines do not apply to school sponsored or school related bona fide fundraising activities that take place off of school grounds and not in transit to and from school. Nor do they apply to booster sales at school related events where parents and other adults are a significant part of an audience or are selling food as boosters either during intermission or immediately before or after such events. These school related events frequently occur during evenings and weekends. Examples of these events include but are not limited to interscholastic sporting events, school plays, and band concerts.

## Alliance for a Healthier Generation



### **IV. Implementation and Execution**

Schools will need to adopt these Guidelines in order to ensure the success of this effort. As such, the Alliance and each Signatory Company are committed to working together to encourage education leaders, education organizations and school authorities to adopt these Guidelines and to offer students only Competitive Foods that meet these Guidelines. In addition, the Alliance and each Signatory Company will encourage the food industry at different levels of distribution to support these Guidelines in their sale and distribution of products to schools.

For education organizations whose members author or influence tenders for these foods, or directly purchase these foods, the Alliance and each Signatory Company will work together to encourage these organizations to adopt and promote these Guidelines to their members. The membership of these education organizations may include school administrators, school business officials, school food service directors, educators, and/or community members who are influential in their local school or school district.

We recognize that most Competitive Foods are sold to schools and school districts by independent food distributors and contract operators in response to tenders issued by school districts. We also recognize some Competitive Foods are purchased by school administrators, faculty members, and coaches from retail locations for sale at school stores or for use in connection with school activities. Further, we recognize that Competitive Foods in vending machines are usually sold and stocked by third-party vending companies. Therefore, the Alliance and each Signatory Company agree to work together to encourage independent food distributors, contract operators, vending brokers, vending service companies, and other relevant vendors to support these Guideline and the goals set forth in this MOU.

Although the Alliance and each Signatory Company are committed to working together to achieve the goals set forth in this MOU, each Signatory Company may continue to work independently with their distributors, wholesalers, and retailers that serve school distribution and buying channels.

It is recognized that the Signatory Companies are major manufacturers of products in relevant product categories, and that there are many other companies that manufacture other relevant products. The Alliance will encourage these manufacturers to join the Signatory Companies in supporting these Guidelines and the goals set forth in this MOU.

In order to achieve these goals, the Alliance and each Signatory Company will designate an individual to represent their organization and to work together towards achieving the goals set forth in this MOU.

### **V. Reporting**

The Signatory Companies will work with the Alliance to establish a baseline report, in a mutually-acceptable format, to identify the types and availability of Competitive Foods offered for sale to students in schools during the time of day specified in this MOU, recognizing this data is not available from the Signatory Companies and must be collected from a random sample of schools and/or other third parties in order to do so. This baseline report will be generated by December 31, 2007 specifically for this agreement or will leverage existing data and/or reports from mutually acceptable third parties. Every two years thereafter, through December 2011, the Alliance will conduct a similar analysis to assess the impact and status of these Guidelines in shifting the mix of Competitive Foods towards adherence to these Guidelines when compared to the baseline and previous

## Alliance for a Healthier Generation



reports. Representatives from the Alliance and the Signatory Companies will review the report after each time it is made available, beginning in 2009.

Where statistically significant differences are found by venue or supply chain, the report should distinguish these differences so that the Alliance and the Signatory Companies can work together to encourage the adoption and support of these Guidelines by the venue or supply chain in a manner that will help to ensure progress in achieving the goals set forth in this MOU.

The responsibility and costs for these reports will be borne by the Alliance. Reports will be made public by the Alliance or designated third parties on website(s) and/or by press release.

### **VI. Healthy Schools Program and Other Standards**

The Guidelines represented in this MOU will be the only competitive food Guidelines for snacks, side items, treats, and desserts used for school recognition as part of the Alliance for a Healthier Generation's Healthy Schools Program. The Alliance will include the Signatory Companies in discussions regarding the development and revision of the competitive foods section of the recognition criteria as part of the Healthy Schools Program.

We do, however, recognize that some state legislation, district policy, or other standards may be different than these Guidelines. These Guidelines are not intended to usurp the authority of parents, educators, and their elected representatives or to undermine any local initiatives to set standards or change any laws.

### **VII. Communications**

All Signatories will actively support these Guidelines and their commitment to the types of Competitive Foods that should be offered for sale in schools on an ongoing basis. The Alliance and Signatory Companies will collaborate on communications of jointly approved messages that are consistent with the spirit and objective of this MOU with respect to the sale of Competitive Foods in schools.

While the Signatories recognize that these Guidelines are focused on the types of Competitive Foods that are offered for sale in schools, we also recognize that there are a variety of channels by which such products are distributed, purchased, and ultimately offered for sale in schools; and we recognize further that there is a need to communicate effectively throughout all such channels in order to achieve the goals of this effort. To facilitate such communication, the Alliance will develop several options for standard messages, and terms for their use, that companies may incorporate into materials used to promote and identify qualifying products to the school distribution and buying channels.

These messages may be used, for example, in printed or electronic direct marketing to the school channel, on a school area of a company website, in responses to Requests for Quotes from schools, and on order forms that are used by schools or companies ordering on behalf of schools. Beginning in August 2007 in conjunction with the 2007-2008 school year, each Signatory company may use these standard messages on product displays, shipping boxes, or other similar items, in order to identify qualifying products in retail or wholesale settings that typically serve the school distribution and buying channels. At that time, each Signatory Company may also use these standard messages in communications targeted to parents. In no event shall these standard messages appear on product packages or otherwise be used to imply product or company endorsements. All such uses will require the prior written consent of the Alliance.



## Alliance for a Healthier Generation



These Guidelines pertain to the unique school environment. Products outside of the Guidelines can be enjoyed as part of a healthy, balanced diet, and this MOU does not impact Signatory Companies' promotion and support of their products outside of schools.

All public use of names or representations in association with this agreement of President Clinton, Governor Huckabee, the American Heart Association, and the Alliance for a Healthier Generation must be approved in writing in advance by the Clinton Foundation, Governor Huckabee, the American Heart Association, and the Alliance for a Healthier Generation, respectively. Usage of the American Heart Association, Clinton Foundation, or the Alliance for a Healthier Generation trademarks or service marks requires compliance with the respective policies of each organization and prior written permission.

All public use of names and representations in association with this agreement of the Signatory Companies as well as their products must be approved in writing in advance by the respective Companies. This agreement does not permit the usage of the Signatory Companies' trademarks or service marks without prior written permission.

### **VIII. Changes**

All Signatories recognize that new generally-accepted scientific evidence, federal legislation or regulations, recommendations from authoritative public health organizations, or compelling evidence regarding the feasibility of implementing these guidelines in schools may arise at any time that could cause us to revisit and potentially revise these Guidelines or amend this MOU. Such information may be brought forth by the Alliance or any Signatory Company for consideration. All Signatories will be given the opportunity to participate in such discussions and potential revisions. Where appropriate, the views of other interested parties will also be taken into account. Whenever possible, we will strive for revisions to be mutually acceptable by all Signatories but recognize that may not always be possible. Continued participation in this effort is at the sole discretion of each individual Signatory.

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Generation**



**Addendum 1 – Total and Saturated Fats**

The American Heart Association Dietary and Lifestyle Recommendations released June 2006 emphasized saturated fat – setting lower goals for the amount of saturated fat in the diet. Given that the Recommendations encourage people to consume  $\leq 7\%$  of calories from saturated fat while meeting total fat recommendations of  $\leq 35\%$  and with the intent of encouraging food manufacturers to develop products to meet this goal, products with  $\leq 7\%$  of calories from saturated fat will be allowed to have  $\leq 40\%$  of calories from total fat until August 31, 2008. This transition period will provide manufacturers time to reformulate these products such that they provide  $\leq 35\%$  of calories from total fat by August 31, 2008.

**Addendum 2 – Sodium**

A variety of commercially available soup products available in bulk through food service channels to schools can meet all the requirements specified in the Guidelines except for an upper limit of 480 mg for sodium. In recognition of this market availability, soups that meet the sodium requirement specified in this Addendum will be considered to meet the Guidelines specified in Section II until August 31, 2008, at which time soups shall meet the Guidelines as specified in Section II of this MOU. This transition period will provide manufacturers time for product reformulation, as well as the ability to meet manufacturing and food service distribution requirements.

- Soups with  $\leq 750$  mg sodium are permitted if they contain one or more of the following:  $\geq 2$ g fiber; or  $\geq 5$ g protein; or  $\geq 10\%$  DV of Vitamin A, C, E, folate, calcium, magnesium, potassium, or iron; or  $\geq \frac{1}{2}$  serving ( $\frac{1}{4}$  cup) of fruit or vegetables.

[Signatures of Authorized Representatives of Parties to this MOU appear on next page.]



**ACCEPTED**

Alliance for a Healthier Generation  
55 West 125th Street  
New York, NY 10027

The Dannon Company, Inc.  
100 Hillside Avenue, 3rd Floor  
White Plains, NY 10603

By: \_\_\_\_\_  
Printed Name: Robert S. Harrison  
Title: Executive Director  
Date: October 6, 2006

By: \_\_\_\_\_  
Printed Name: Juan Carlos Dalto  
Title: President & CEO  
Date: \_\_\_\_\_

American Heart Association  
7272 Greenville Avenue  
Dallas, TX 75231

Kraft Foods Global, Inc.  
Three Lakes Drive  
Northfield, IL 60093

By: \_\_\_\_\_  
Printed Name: Raymond Gibbons  
Title: President  
Date: October 6, 2006

By: \_\_\_\_\_  
Printed Name: Richard G. Searer  
Title: President, North America  
Commercial  
Date: \_\_\_\_\_

Clinton Foundation  
55 West 125th Street  
New York, NY 10027

Masterfoods USA, a division of Mars,  
Incorporated  
800 High Street  
Hackettstown, NJ 07840

By: \_\_\_\_\_  
Printed Name: Trooper Sanders  
Title: Domestic Policy Advisor  
Date: October 6, 2006

By: \_\_\_\_\_  
Printed Name: Jamie Mattikow  
Title: President, Mars Nutrition for Health  
& Well-Being  
Date: October 6, 2006

Campbell Soup Company  
Campbell Place  
Camden, NJ 08103

PepsiCo, Inc.  
700 Anderson Hill Road  
Purchase, NY 10577

By: \_\_\_\_\_  
Printed Name: M. Carl Johnson, III  
Title: SVP & Chief Strategy Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: John Compton  
Title: CEO, PepsiCo North America  
Date: October 6, 2006

**10C-60D ATTACHMENT B**  
**Vending Machines, Beverage and Snack Product Information Form**

Please send this form for each product/ flavor/size submitted along with and all supporting documents to: Food Service Department, 3661 Interstate Park N., Riviera Beach, FL 33404

A form must be completed for each product /flavor/size.

Company submitting: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Manufacturer/Contact: \_\_\_\_\_ / \_\_\_\_\_

Product Name: \_\_\_\_\_ UPC: \_\_\_\_\_

Product Selling Price: \$\_\_\_\_\_ Target Grade; All, Middle, High, Adult.

**Vendors shall submit the proper nutrient label and ingredient information, including individual nutrition label and ingredient information for ALL flavors and/or varieties for each item bid.**

Information to include:

- Product Size
- Serving Size
- Total Calories
- Total Fat
- Saturated Fat
- Trans Fat
- Cholesterol
- Sodium
- Carbohydrate
- Dietary Fiber
- Protein
- Calcium
- Iron
- Vitamin A
- Vitamin C

Legible Nutritional Information Attached \_\_\_\_\_

Legible Ingredient Statement Attached \_\_\_\_\_

Copy of Product Label Attached \_\_\_\_\_

**THIS FORM MAY BE REPRODUCED AS NEEDED.**

**10C-60D ATTACHMENT C**  
**VENDING BID-NUTRITION INFORMATION/FOOD ALLERGY WORKSHEET**

**Each** awarded product **must** have this form completed and signed, in addition to the ingredient and nutrition label information.

<b>VENDOR NAME</b>		
<b>PRODUCT NAME</b>		
<b>MANUFACTURER/Manufacturer Code</b>		
<b>Does this product contain any of the following ingredients?</b>	<b>YES</b>	<b>NO</b>
1. <b>Dairy products</b> – ammonium caseinate, artificial butter flavor, butter, butter fat, butter oil, buttermilk, calcium caseinate, casein, caseinates, cheese, cream, cottage cheese, curds, custard, hydrolysates, lactalbumin (phosphate), lactoglobulin, lactose, lactulose, magnesium caseinate, milk (derivative, powder, protein, solids, malted, condensed, evaporated, dry, whole, low-fat, milk-fat, non-fat, skimmed, and goat’s milk), nougat, protein caseinate, pudding, rennet casein, sour cream, whey (hydrolysate and concentrate), yogurt	1.	
2. <b>Eggs</b> - albumin, apovitellin, avidin, conalbumin, custard, egg (white, yolk dried, powdered solids, frozen, and imitation), egg substitutes, eggnog, flavoprotein, globulin, livetin, mayonnaise, meringue, ovalbumin, ovomucin, ovomucoid, ovomuxoid, Simplesse, surimi	2.	
3. <b>MSG</b>	3.	
4. <b>Peanuts</b> – beer nuts, chopped nuts, cold pressed peanut oil, defatted peanut, expelled or extruded peanut oil, granulated peanuts, ground nuts, hydrolyzed plant protein, hydrolyzed vegetable protein, marzipan, monkey nuts, mixed nuts, nougat, Nu-nuts, nut pieces, peanut (roasted, butter, flour, and flakes)	4.	
5. <b>Shellfish &amp; Fish</b> – Abalone, ammonium alginate, anchovies, calcium alginate, carageenan seaweed, clams, cockle, crawfish, fish stock, imodium inosinate, imitation crab, lobster, mollusks, octopus, oysters, potassium alginate, prawns, propylene glycol alginate, scallops, shrimp, snails, sodium alginate, surimi, squid, vegetable gum: seaweed, Worcestershire sauce alginate	5.	
6. <b>Soy</b> – Chee-fan, deep fried mature soy seed, fermented soybeans, hamanatto, hydrolyzed soy/plant/vegetable protein, immagure green soy seed, katjap, metiauza, miso, natural flavoring, natto, shoyu sauce (soy sauce), soy albumin, soy bean curd, soy hydrolysates, soy (flour, grits, milk, nuts, oil, protein, protein concentrate and isolate), soy sprouts, soybean, sufu, tao-cho, tao-si, taotjo, teriyaki sauce, Tamari, Tempeh, textured vegetable protein (TVP), tofu, whey-soy drink, vegetable (gum, oil, and starch), and Worcestershire sauce	6.	
7. <b>Tree nuts</b> – almonds, brazil nuts, acponata, cashews, chestnuts, filbert/hazelnuts, hickory nuts, macadamia nuts, marizpan/almond paste, nougat, artificial nuts, nut butters, nut meal, oil, paste, pieces, pecans, pesto, pine nuts, pistachios, walnuts	7.	
8. <b>Wheat</b> – atta, bel ahar, bread flour, bran (wheat), bread crumbs (wheat), bulgar, cake flour, cereal extract, couscous, cracker, dextrin, durum, enriched flour, farina, fillers, food starch (modified), gelatinized food starch, graham flour, ground spices, gluten (wheat), graham, high gluten or protein flour, kamut flour, laubina, leche alim, malt, malted cereal, maltodextrin, minchin, multi-grainf flour, natural flavoring, seitan, semolina, spelt, superamine, tricale, vegetable starch, vital gluten, vitalia macaroni, whole wheat flour, wheat (puffed and rolled), wheat germ, wheat meal, wheat protein powder, wheat starch, wheat tempeh, and winter wheat flour	8.	

The information listed above is correct to the best of my knowledge:

Signature of Vendor Representative \_\_\_\_\_

**THIS FORM MAY BE REPRODUCED AS NEEDED.**

# Alliance for a Healthier Generation

10C-60D - ATTACHMENT D



FOR IMMEDIATE RELEASE  
October 6, 2006

Contact: Clinton Foundation – Jay Carson, 212-348-0360  
Am. Heart Association – Carrie Thacker, 214-706-1665  
Campbell – Juli Mandel Sloves, 856-342-3717  
Dannon – Michael J. Neuwirth, 917-628-8818  
Kraft – Claire Regan, 847-646-8241  
Mars – Alice Nathanson, 323-286-8357  
PepsiCo – Charles Nicolas, 972-334-5520

## **President Clinton and American Heart Association Announce Joint Agreement Between Alliance for a Healthier Generation and Food Industry Leaders to Set Healthy Standards for Snacking in School**

*Landmark Agreement Signed by Leading Food Manufacturers:  
Campbell Soup Company, Dannon, Kraft Foods, Mars and PepsiCo*

NEW YORK – The Alliance for a Healthier Generation – a joint initiative of the William J. Clinton Foundation and the American Heart Association – announced a breakthrough collaboration today with five of the nation’s leading food manufacturers to help combat childhood obesity in America. Campbell Soup Company, Dannon, Kraft Foods, Mars and PepsiCo have joined with the Alliance to establish first-ever voluntary guidelines for snacks and side items sold in schools that will provide healthier food choices for the nation’s children.

These five food industry leaders will invest in product reformulation and new product development, while encouraging broader support of the guidelines. The new guidelines, which were developed in conjunction with nutrition experts at the American Heart Association, will apply to foods offered for sale in schools outside of the National School Lunch Program to students before, during and after the school day. The guidelines cover foods and snacks, desserts, side items and treats sold throughout schools, including school vending machines, ala carte lines, school stores, snack carts and fundraisers.

“Ensuring that children have healthier food choices at school is another critical step in the fight against childhood obesity,” said President Clinton. “I’m proud of these five companies for making an important statement about this health challenge and an even more important commitment to doing something about it. What we are setting in motion with these guidelines will dramatically change the kind of food that children have access to at school. It will take time, but through coalitions like this of industry and the non-profit sector, we are going to make a real difference in the lives of millions of children by helping them eat healthier and live healthier.”

The new, science-based guidelines will provide kids with food and snack products that are lower in calories, reinforcing the nutrition lessons they learn at home and in the classroom about healthy, balanced diets. Notably, the guidelines promote the consumption of fruits, vegetables, whole grains, nutrient-rich foods, fat-free and low fat dairy foods and place limits on calories, fat, saturated fat, trans fat, sugar and sodium. These foods cover a wide range of choices, including everything from chips to chocolate, crackers to cookies, candy, ice cream, granola bars, nuts, soup and yogurt. With these key companies on board, the guidelines will have a real impact across America.

**(more)**

**Page 2**

“Kids across America will benefit from today’s agreement,” said Raymond Gibbons, M.D., American Heart Association president. “Our goal is to point kids to foods that are healthier and that will contribute to a healthier lifestyle overall. By working with schools and industry to implement these guidelines, we are helping to give parents peace of mind that their kids will be able to make healthier choices at school.”

“By considering the waist line as well as the bottom line, these leaders in the food industry are taking a huge step to ensure good health of our children,” said Arkansas Governor Mike Huckabee. “The fight against childhood obesity must be waged on many fronts and I commend these companies for making a positive impact on our children.”

The five participating companies are already demonstrating their commitment to the new guidelines:

- Campbell will promote the benefits of its products that are lower in calories, fat and sodium and will leverage its expertise with lower sodium natural sea salt to provide additional reduced sodium soup options in food service.
- Dannon will reduce the sugar content of its Danimals yogurt cups for kids by 25 percent, even though the products already conform to the Guidelines before the reduction.
- Kraft will add the Alliance’s sodium and calorie caps to its current vending guidelines and extend them to include all of its competitive foods sold in schools.
- Mars will create a new line of nutritious snack products that are formulated with the specific needs of children and teens in mind and that meet or exceed the Alliance guidelines.
- In addition to its products like Baked Lay’s that already qualify, PepsiCo will reformulate several products and also encourage schools, distributors and vending partners to offer products that meet the new Alliance guidelines.

Fifty four million students attend nearly 123,000 elementary, middle and high schools nationwide, making schools a natural place to promote and reinforce healthy habits in youth. The participating companies have committed to working with the Alliance to help encourage broad acceptance of these new guidelines by schools and food distributors alike, as well as to increasing the range of qualifying products to schools, all with the aim to curb increasing trends in childhood obesity.

“In keeping with our corporate vision, ‘nourishing people’s lives, everywhere, every day,’ Campbell is proud to participate in this major effort to help reverse the childhood obesity trend,” said Joseph Kiely, President of Campbell Away from Home, the company’s food service division. “Many of our products such as Campbell’s soups, V8 juices and Pepperidge Farm snacks already meet the proposed guidelines and we will continue to innovate with new or improved products meeting these guidelines for our customers serving the school community. This includes leveraging our new advances utilizing lower sodium natural sea salt to offer great-tasting, reduced sodium options in our food service portfolio.”

“Good nutrition and health have always been core commitments for Dannon, and all but a few Dannon products already meet the guidelines, including all of our Danimals kids and Light & Fit products,” said Juan Carlos Dalto, President and CEO of The Dannon Company. “Furthermore, today we are announcing that we reduced the sugar content of our Danimals yogurt cups by 25 percent beginning this month and just awarded the first Dannon Next Generation Nutrition Grants to selected community organizations to improve children’s nutrition education.”

**(more)**

**Page 3**

“As one of the world’s leading food manufacturers and a leader in snack foods, Mars is proud to be in the forefront of this initiative and do the right thing for America’s school children,” said Jamie Mattikow, President, Mars Nutrition for Health and Well-Being. “By applying the sound science expertise that we have developed from years of nutrition research, we will launch a new line of nutritious products that meet or exceed the Alliance guidelines for children and teens in schools. Some products are already in test market and we look forward to sharing more exciting information soon.”

“Kraft’s participation in the Alliance builds upon the voluntary efforts we’ve taken to help people lead healthier lifestyles from introducing better-for-you Sensible Solution products to changing how and what we market to children,” said Rick Searer, EVP of Kraft Foods Inc. and President, Kraft North America Commercial. “This agreement aligns well with our current in-school practices since these nutrition guidelines are similar to those we created for school vending machine products in 2003.”

“As one of the leaders in the food industry, PepsiCo’s Frito-Lay division has a long-standing commitment to healthy lifestyles built around a sensible diet and exercise,” said John Compton, CEO, PepsiCo North America. “Whether it’s in the unique school environment or at home, Frito-Lay continues to meet consumers’ needs and demands by developing healthier snack options. Beyond developing products, our work with the Alliance to support these guidelines is another example of our commitment to encourage healthier lifestyles. We’re particularly pleased to have signed a similar agreement for beverages earlier this year with the Alliance for a Healthier Generation.”

These guidelines are the latest addition to the Healthy Schools Program and the Alliance’s broad approach to combating childhood obesity. On May 3, 2006, the Alliance for a Healthier Generation announced a similar agreement with leading beverage companies to establish beverage guidelines for schools.

**About The Alliance for a Healthier Generation:**

The Clinton Foundation and the American Heart Association partnered in May 2005 to create a new generation of healthy Americans by addressing one of the nation’s leading public health threats – childhood obesity. The Alliance focuses on preventing childhood obesity and creating healthier lifestyles for all children.

The Alliance launched its Healthy Schools Program in February of this year. The program takes a comprehensive approach by supporting schools seeking to improve the nutrition of the foods sold in schools, to provide high quality physical and health education programs, to offer after school programs that incorporate physical activity; and to establish staff wellness programs. The Alliance will recognize schools that meet recognition criteria in these areas. The Robert Wood Johnson Foundation is the major underwriter of the Healthy Schools Program.

The Alliance targets several areas that will spark change and slow the increasing rates of childhood obesity in the U.S. and encourage healthier lifestyles for young people. The effort will focus on four key areas: industry; schools, healthcare professionals and kids. For more information visit: [www.healthiergeneration.org](http://www.healthiergeneration.org).

###



# GUIDELINES FOR COMPETITIVE FOODS FOR K-12 SCHOOLS



10C-60D ATTACHMENT E

## introduction

The following table summarizes the criteria a competitive snack food or side item must meet in order to qualify under the Alliance for a Healthier Generation Guidelines for Competitive Foods. Guidelines utilize information included in the Nutrition Facts panel. The rows of the table provide examples of snack foods and side dishes. The columns are the criteria these foods must meet. Entries of "n/a" indicate that a criterion is not applicable to that type of food. (For additional information, please see the notes on the next page.)

	examples	35-10-35	Og trans fat	sodium	minimum # of required nutrients	elementary school	middle school	high school	
FRUITS & VEGETABLES	fresh fruits & vegetables	n/a	n/a	n/a	n/a	no limit	no limit	no limit	
	dried fruits	n/a	n/a	n/a	n/a	150 calories	180 cal.	200 cal.	
	fruit in own juice	n/a	n/a	n/a	n/a	150 calories	180 cal.	200 cal.	
	fruit in light syrup	✓	✓	230 mg	1	150 calories	180 cal.	200 cal.	
	fruit in heavy syrup	✓	✓	230 mg	1	150 calories	180 cal.	200 cal.	
	vegetables with sauce	or	✓	✓	480 mg	1	100 calories	100 cal.	100 cal.
			✓	✓	480 mg	2	150 calories	150 cal.	150 cal.
	fried vegetables	✓	✓	230 mg	1	150 calories	180 cal.	200 cal.	
100% frozen fruit bar	✓	✓	230 mg	1	150 calories	180 cal.	200 cal.		
DAIRY & EGGS 1	yogurt, drinkable yogurt, yogurt smoothie, cottage cheese, etc.	✓	✓	480 mg	1	150 calories	180 cal.	200 cal.	
	cheese	n/a	n/a	n/a	n/a	1.5 oz	1.5 oz	1.5 oz	
	frozen yogurt ice cream	✓	✓	480 mg	1	150 calories	180 cal.	200 cal.	
	egg	n/a	n/a	n/a	n/a	1 egg	1 egg	1 egg	
SNACKS 2	baked goods, bars, candy, chips, crackers	✓	✓	230 mg	1	150 calories	180 cal.	200 cal.	
	nuts & seeds	see notes	✓	230 mg	1	150 calories	180 cal.	200 cal.	
SOUPS 3	all soups	or	✓	see notes	1	100 calories	100 cal.	100 cal.	
			✓	see notes	2	150 calories	150 cal.	150 cal.	

## notes

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### DAIRY<sup>1</sup>

- Cheese must be reduced fat or part skim. All other dairy products must be non-fat or low fat.

### SNACKS<sup>2</sup>

- **Nuts & Seeds** - No total fat limit, but 10% saturated fat & 35% sugar by weight limits required.

### SOUP<sup>3</sup>

- Sodium limit for soups is 750 mg through the end of 2007-8 school year. Beginning with the 2008-9 school year, the sodium limit for soups is 480 mg sodium.

### Column Details

- **35-10-35** - Foods with a "✓" in the "35-10-35" column must provide no more than 35% of calories from total fat, no more than 10% of calories from saturated fat, and be no more than 35% sugar by weight. Foods can have up to 1 gram of saturated fat even if calories from saturated fat exceed the limit of 10% of total calories. An alternative set of limits are 40-7-35 through the end of the 2007-8 school year.
- **0g trans fat** - Foods with a "✓" in the "0g trans fat" column must have 0 grams trans fat.
- **Sodium** - Entries in the "sodium" column are the maximum amount of sodium permitted.
- **Minimum # of required nutrients** - The "1" or "2" in the "minimum # of required nutrients" column refers to how many nutrients from the following list are required:
  - ≥ 2g fiber; or ≥ 5g protein; or ≥ 10% DV of Vitamin A, C, E, folate, calcium, magnesium, potassium or iron; or 1/2 serving (1/4 cup) of fruit or vegetables.
- **Schools** - Foods other than vegetables with sauce and soups that meet the 35-10-35, 0g trans fat, and sodium criteria but fail to meet the minimum number of required nutrients criteria are limited to 100 calorie portions.

**10C-60D – QUALIFICATIONS DOCUMENT**

Special Condition "T"

**This information will be used in the evaluation of this bid.**

List a minimum of two (2) references which show experience in similar work to include nature and scope of work which demonstrates an expertise in providing the services as stated herein. Provide scope of work contact name addresses telephone numbers and dates of service. Bidders shall upload to [www.BidSync.com](http://www.BidSync.com) with the bid.

	<b>Vendor Name:</b>	<input type="text"/>
1.	Reference:	<input type="text"/>
	Name of Firm:	<input type="text"/>
	Scope of Work:	<input type="text"/>
	Cost of Service:	<input type="text"/>
	Date of Service:	<input type="text"/>
	Contact Person:	<input type="text"/>
	Address:	<input type="text"/>
	Phone #:	<input type="text"/>
	Email:	<input type="text"/>

	<b>Vendor Name:</b>	<input type="text"/>
2.	Reference:	<input type="text"/>
	Name of Firm:	<input type="text"/>
	Scope of Work:	<input type="text"/>
	Cost of Service:	<input type="text"/>
	Date of Service:	<input type="text"/>
	Contact Person:	<input type="text"/>
	Address:	<input type="text"/>
	Phone #:	<input type="text"/>
	Email:	<input type="text"/>

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT**

**10C- 60D - AREA REPRESENTATIVE**

Per Special Conditions " X "

Vendor Name:	<input type="text"/>
Area Representative:	<input type="text"/>
Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Telephone:	<input type="text"/>
Fax Number:	<input type="text"/>
Cell or Nextel:	<input type="text"/>
Emergency Number:	<input type="text"/>
Email Address:	<input type="text"/>

**U. S. DEPARTMENT OF AGRICULTURE**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(Before Completing Certification, Read Instructions on Reverse)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name:

PR/Award Number or Project Name:

Name and Title of Authorized Representative:

Signature:

Date:

**INSTRUCTIONS FOR CERTIFICATION**

- 1. By signing and submitting this form the prospective lower tier participation is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive

Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal 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.

VENDORS SIGNATURE

DATE

COMPANY NAME

**Must be executed and returned with attached bid at time of bid opening to be considered.**

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
MINORITY CERTIFICATION INFORMATION**

\* Check here if N/A:  Form **must be submitted** to **BidSync.com**.

<p>Minority Certification applications are available through the Minority Business Enterprise located at:                  Office of Diversity in Business Practices                  School District of Palm Beach County                  3300 Forest Hill Boulevard, Suite A-106                  West Palm Beach, FL 33406-5871                  Phone: (561) 434-8508  <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a></p>								
<p><b>Are you a minority vendor certified by:</b> (Check if appropriate)</p> <p style="margin-left: 40px;">Palm Beach County School District <input type="checkbox"/></p> <p style="margin-left: 40px;">State of Florida <input type="checkbox"/></p> <p>If yes, expiration date <input style="width: 100px;" type="text"/></p> <p>Minority Classification (check one): <input type="checkbox"/> 2-African American, <input type="checkbox"/> 3-Hispanic American,  <input type="checkbox"/> 4-Native American, <input type="checkbox"/> 5-Asian American, <input type="checkbox"/> 6-American Woman, <input type="checkbox"/> 7-Physically Impaired, <input type="checkbox"/> 8-Other</p>								
<p>If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%; padding: 5px;"><b>Vendor</b></th> <th style="width: 50%; padding: 5px;"><b>Estimated Dollar Value</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> </tbody> </table>	<b>Vendor</b>	<b>Estimated Dollar Value</b>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>
<b>Vendor</b>	<b>Estimated Dollar Value</b>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>							



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

**Letter of Intent**  
**Minority/Women Business Enterprise (M/WBE) Subcontractor Participation**

Form must be submitted to BidSync.com  Check if not applicable

BID/RFP/RFI/ITN or Project Name

BID/RFP/RFI/ITN or Project #

Name of Bidder/Responder

The undersigned intends to perform work with the above project as *(check one)*

- Individual       Partnership       Corporation       Joint Venture

*\* If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above project as *(check one)*

- Subcontractor       Subconsultant       Manufacturer       Supplier

- The undersigned is:  Certified with the School District of Palm Beach County M/WBE Coordinator  
 Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is *(check only one in each applicable column)*:

- |  |  |                                     |
|--|--|-------------------------------------|
| <b>Column 1</b>                            | <b>Column 2</b>                          | <b>Column 3</b>                     |
| <input type="checkbox"/> African American  | <input type="checkbox"/> Native American | <input type="checkbox"/> Female     |
| <input type="checkbox"/> Asian American    | <input type="checkbox"/> American Female | <input type="checkbox"/> Male       |
| <input type="checkbox"/> Hispanic American |  | <input type="checkbox"/> Physically |

**PARTICIPATION:** The undersigned intends to perform the following work in connection with the above project.

Item #	CONTRACT (Trade) Items (Description/Division)	Amount
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE subcontractor, the amount of any such subcontract must be stated \$

Name of M/WBE Subcontracting Firm

Name and Position (type or print)

PBSD 1525 (Rev. 2/6/2009) ORIGINAL – Office of Diversity in Business Practices

### VENDING MACHINE AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between

**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
(hereinafter referred to as "SBPBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
3300 Forest Hill Boulevard, West Palm Beach, FL 33406  
and

**Vendor** \_\_\_\_\_

**DBA** \_\_\_\_\_  
hereinafter referred to as "Vendor",  
whose principal place of business is

Vendor Address \_\_\_\_\_

Vendor City, State Zip \_\_\_\_\_

SBPBC and the Vendor are referred to collectively herein as the "Parties."

**WHEREAS**, SBPBC issues Invitation to Bid 07C-14D ("Bid") term contract for Beverage and Snack Vending Services, which was awarded on April 22, 2007. In order to meet the needs of the School District and in the best interest of SBPBC, all bidders who were responsive and responsible bidders and who complied with all terms and conditions of the bid were considered pre-approved to do business with SBPBC under this Agreement. The Vendor was one of the multiple pre-approved vendors able to provide vending services under this Agreement.

**WHEREAS**, SBPBC school and site administrators reserve the right to negotiate any income fees/commission rate(s), after award of the Bid due to any changes in policies (Federal, State, Local or School Board), adjustments made to, drink and vending machine operations, including product lines, pricing strategies, nutritional requirements or if it is in the best interest of SBPBC.

**WHEREAS**, SBPBC school will make its best effort to maximize all sales opportunities for the Vendor's beverage and snacks products.

**NOW THEREFORE**, in consideration of the promises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Scope.** The purpose of this Agreement, is to provide SBPBC with a turn-key beverage and snack vending machine operation for campus areas only at ( School)\_\_\_\_\_. Vending services at cafeteria are excluded from this Agreement. All products presented for use in vending machines must follow the guidelines set forth in the Special Conditions of School District Bid #07C-14D, except for machines that can only be accessed by adults.

2.02 **Term of Agreement.** The term of this Agreement shall be from date of execution, \_\_\_\_\_ and terminate on April 21, 2009, unless terminated earlier based on the terms and conditions of this Agreement. This Agreement may also be renewed for three one-year periods upon written agreement by the Parties.

2.03 **Revenue instead of Commission.** The Vendor will provide the following vending machines and revenue to support the students and faculty of Name of School\_\_\_\_\_ as per Attachment A (which shall be provided by the Vendor).

2.04 **Revenue Summary.** (Input commission rates) \_\_\_\_\_

2.05 **Order of Priority.** In the event of a conflict between documents, which are incorporated herein by reference, the Parties agree that the order of priority shall be as follows:

- A. Any Addendum issued to BID 07C-14D,
- B. Terms, Conditions and Specifications in BID 07C-14D,
- C. This Agreement,
- D. Vendor's submitted Bid 07C-14D Documents

2.06 **Remedies for Loss of Rights.**

A. In addition to any other legal or equitable remedy, parties reserve the right to terminate this Agreement as stated in Section 3.04 below.

B. If the Vendor fails to make payment due to SBPBC or breaches any material term or condition of this Agreement, SBPBC is not obligated to return commission(s) or consideration(s) given to <School>\_\_\_\_\_ prior to date of default.

C. If SBPBC breaches any material term or condition of Agreement, SBPBC will refund to Vendor any prepaid commission(s) or consideration(s) given in advance of end of current school year pro-rated to the date of termination or default. However, any commission or consideration paid or delivered by Vendor prior to that school year shall not be refunded. Calculation of the pro-rated amount shall be determined from the effective date of School Board approval or contract execution through the effective date of termination.

D. If the entire school is closed for a period of 120 days or more, SBPBC will refund to Vendor any prepaid commission or consideration given in advance as stated in Section "C" above.

**ARTICLE 2 – SPECIAL CONDITIONS (Continued)**

**2.07 Indemnification.**

A. By SBPBC: SBPBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent and limit set forth in section 768.28, Florida Statutes.

B. By Vendor: Vendor agrees to indemnify, hold harmless and defend SBPBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBPBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Vendor, its agents, servants or employees; the equipment of Vendor, its agents, servants or employees while such equipment is on premises owned or controlled by SBPBC; or the negligence of Vendor or the negligence of Vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBPBC's property, and injury or death of any person whether employed by Vendor, SBPBC or otherwise.

2.08 **Background Screening.** Vendor agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Vendor and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBPBC in advance of Vendor or its personnel providing any services under the conditions described in the previous sentence. Vendor will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its personnel. The Parties agree that the failure of Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBPBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Vendor agrees to indemnify and hold harmless SBPBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Vendor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

**Each individual, for whom a SBPBC photo identification badge is requested, must fill out the forms that are required, show his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBPBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is

prohibited from entering SBPBC property as an employee, sub-contractor or agent of a contract awardee. Effective immediately, the total fee for the SBPBC photo identification badge, fingerprinting and a FBI background check is currently \$84.00. The Money Order is to be made payable to “**The School District of Palm Beach County, Florida**”.

**No cash, Credit Cards, personal or company checks are acceptable. These fees are non-refundable and are subject to change without notice. Badges are issued for a one year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the applicant being required to re-apply and pay the going rate for badging and fingerprinting. Renewals that extend over 5 years may require an additional charge for renewal.**

**Badges are to be returned to SBPBC at the end of the term of the Agreement or at the time an employee is terminated. Failure to return the badge to SBPBC may result in the final payment being withheld until the badges are returned.** For more information go to [http://www.PalmBeach.k12.fl.us/supply/vendor\\_page.htm](http://www.PalmBeach.k12.fl.us/supply/vendor_page.htm)

**SBPBC issued identification badges must be worn at all times when on SBPBC property and must be worn where they are visible and easily readable.**

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by SBPBC or the Vendor during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney’s fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto. No modifications contained or amended to in this Agreement may supersede Bid 07C-14D.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBPBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without



unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBPBC under the terms of this Agreement are reasonably susceptible of being performed in Palm Beach County, Florida and shall be payable and performable in Palm Beach County, Florida. The Vendor may enter (the school name) for the purposes of installing, servicing, repairing, or removing the vending equipment during normal so long as the Vendor is in compliance with the terms of this agreement.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBPBC: The School Board of Palm Beach County, Florida  
Director of Purchasing  
3300 Forest Hill Boulevard, A-323  
West Palm Beach, FL 33406

To <Vendor Name>: <Vendor Name> \_\_\_\_\_  
<Vendor Street> \_\_\_\_\_  
<Vendor city> \_\_\_\_\_

With a Copy to: \_\_\_\_\_  
Name to be Provided by School/Department  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement



on the date first above written.

**FOR <School/Department Name>**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name


**FOR <Vendor Name>**

\_\_\_\_\_  
(Vendor Name)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Approved as to Form:

 8-8-07  
\_\_\_\_\_  
School Board Attorney

## Question and Answers for Bid #10C-60D - Term Contract for Beverage and Snack Vending Services

### OVERALL BID QUESTIONS

#### Question 1

Am I understanding correctly that it is possible for the School District to pick multiple vendors based on commission offerings and that these individual vendors could be placed into any one of the three (3) locations? (Administration, Middle or High Schools). (Submitted: Mar 10, 2010 7:12:22 AM EST)

#### Answer

- No, this bid is for the vendor to qualify, see Special Condition U, following the terms and conditions in the bid, to be able to enter into agreements with the individual sites, see Special Condition E. (Answered: Mar 10, 2010 7:12:44 AM EST)

#### Question 2

This entire Bid award is predicated only on the greatest commission offer? (Along with other Terms and Conditions). (Submitted: Mar 10, 2010 7:13:17 AM EST)

#### Answer

- Please see Special Condition C. (Answered: Mar 10, 2010 7:13:57 AM EST)

#### Question 3

I did not see a day and/or time for any Pre Bid Conference and Site Tour – is this correct (Submitted: Mar 10, 2010 7:14:22 AM EST)

#### Answer

- Yes. (Answered: Mar 10, 2010 7:14:32 AM EST)

#### Question 4

Does the possibility exist that I may sit down with you to determine what exactly is important to you other than just commission structure pertaining to the vending operation and how it affects you and the District? (Submitted: Mar 10, 2010 7:15:16 AM EST)

#### Answer

- No, I am not able to discuss the bid while it is on the street. (Answered: Mar 10, 2010 7:16:25 AM EST)

#### Question 5

I'm writing on to inquire about the current vending solutions. The following questions are aimed at establishing the general scope of the project and in the creation of a meaningful offer. Thank you in advance for your time and effort in consolidating the data.

How many students have attended the District annually for the last three years?

What have been the commissions and commission rates for the last three years?

What have been annual sales for the last three years?

What are the vending rates that are currently under contract?

While it may not be the intention of the District to release some of these answers, the information will be used in a way to maximize benefit and return to The District. (Submitted: Mar 12, 2010 10:04:36 AM EST)

#### Answer

- The District has approximately 170,000 students.

The commission rates that were awarded on the past bid are listed below.

Vendor MWBE Item 1 Item 2

STATUS A B C A B C

Coca-Cola 0-80% 0-80% 0-80% No bid No bid No bid

Gilly Vending 10-20% 15-25% 25-37% 10-20% 15-25% 25-37%

J S Vending 15-25% 15-25% 15-35% 15-25% 15-25% 15-30%

Pepsi Cola 5-15% 5-33% 5-33% 5-15% 5-30% 5-30%

Rapid Transit Vending 2 20-28% 22-32% 22-32% 22% 23% 25%

The annual sales information is not available.

The individual rates per site are not available. (Answered: Mar 12, 2010 10:47:33 AM EST)

#### Question 6

We notice you use the Healthy generation guidelines. Are all products approved by the healthy generation approved for use in the district vending machines? (Submitted: Mar 15, 2010 7:31:48 PM EDT)

Answer

- See Special Condition N & O. (Answered: Mar 16, 2010 10:39:37 AM EDT)

#### Question 7

Specials Conditions "A" states that machines should be equipped with timers, are we to expect to have the machines placed with timers even in high schools? What are the times commonly requested for these timers to be operational? (Submitted: Mar 15, 2010 7:35:00 PM EDT)

Answer

- Yes.

See Special Condition K (Answered: Mar 16, 2010 10:39:37 AM EDT)

#### Question 8

Specials Conditions "A" states that Vendors that do not follow the healthy guidelines would result in cancelation of the contract. Who enforces this policy? And how many violations need to occur before a vendor is Debarred? (Submitted: Mar 15, 2010 7:38:11 PM EDT)

Answer

- The School Board of Palm Beach County or its designee.

The Special Condition states; "Failure to follow this may result in cancelation of this contract up to and including Debarment." The severity of the violation would be evaluated by the Purchasing Department who would, if necessary, recommend appropriate action. (Answered: Mar 16, 2010 10:39:37 AM EDT)

#### Question 9

Special Conditions I, The "Visible, credible and legible signage" might be removed by anyone who passes by. are the vendors expected to constantly raplce the signage? If so in how many days? (Submitted: Mar 15, 2010 7:52:39 PM EDT)

Answer

- The expectation is that the awardee would want the machines to be clean, appealing and in order. Any upkeep to the machines should occur during normal stocking, maintenance or visitation by awardee. (Answered: Mar 16, 2010 10:39:37 AM EDT)

#### Question 10

Can "the mandatory pest control treatment while on district property" be perform by any company designated by awarded vendor? (Submitted: Mar 15, 2010 7:59:22 PM EDT)

Answer

- Yes, but the company designated by the awardee must follow the same District guidelines for entering school campuses. (Answered: Mar 16, 2010 10:39:37 AM EDT)

## Question 11

On Bid Summary Document. Item 1, A. - Administrators.  
What are Administrators? (Submitted: Mar 15, 2010 8:00:37 PM EDT)

## Answer

- For the purpose of this bid Administrators are in adults in schools and departments. (Answered: Mar 16, 2010 10:39:37 AM EDT)

## Question 12

Once the Vendor is accepted by this "BID", what would be the terms for the contract with each school? If the agreement is drafted by the schools, can we have a copy of the agreement? (Submitted: Mar 15, 2010 8:03:28 PM EDT)

## Answer

- The terms would be negotiated between the school/department and the awardee following the criteria in the awardees bid offer. See attached contract from the current bid. (Answered: Mar 16, 2010 10:39:37 AM EDT)

## Question 13

Will this be an Exclusive Vending Contract for each school? or can there be more than one company servicing the same school? (Submitted: Mar 16, 2010 9:54:54 AM EDT)

## Answer

- This could be a part of the negotiated agreement with the awardee and the department or school. But also see Special Condition E Agreement. (Answered: Mar 16, 2010 11:05:31 AM EDT)

## Question 14

Can we have the list of items currently approved for sale thru vending machines? (Snacks and Beverages) (Submitted: Mar 16, 2010 12:59:53 PM EDT)

## Answer

- The list of products that we have approved is limited and not current. The last time we received products for review was well over a year ago; products have been changing drastically. Therefore, I suggest that you visit the Alliance for a Healthier Generation site: <http://shopping.netsuite.com/healthiergeneration>  
This site has all approved beverages and foods. We believe this should be the benchmark. (Answered: Mar 16, 2010 2:38:57 PM EDT)

## Question 15

After reading school Board policy 6.185, Are we to understand that all items sold thru vending machines are in competition with the food service, hence all vending machines should be on a timer, starting one hour before breakfast and back in operation one hour after lunch is serve? (Submitted: Mar 16, 2010 1:10:57 PM EDT)

## Answer

- Correct. (Answered: Mar 16, 2010 1:14:16 PM EDT)

## Question 16

Can Non- Approved items be sold after school? (Submitted: Mar 16, 2010 1:13:12 PM EDT)

## Answer

- See Special Condition O. (Answered: Mar 16, 2010 1:16:20 PM EDT)

## Question 17

Extending from Question 15, Since the only time students are able to buy from the machine is at the end of the school day (After school), how much time do students that use the bus system have to buy from the machines? or are these students directed straight to the busses? (Submitted: Mar 16, 2010 1:41:06 PM EDT)

## Answer

- The individual school schedules are impacted by a variety of factors. There are no "standard" schedules. Schedules are different from school to school. (Answered: Mar 16, 2010 2:38:57 PM EDT)

#### Question 18

How many distinct sites are included in the scope of this project? (Submitted: Mar 17, 2010 4:22:15 PM EDT)

Answer

- All sites within the District. (Answered: Mar 17, 2010 7:13:36 PM EDT)

#### Question 19

Once the proper 18 forms are digitally signed and "Place Offer" is selected by the vendor, are there addition pages specifically designed to express financial offers, or is the communication of the commission limited to "Supplier Response Form 10C-60D BID SUMMARY DOCUMENT"? (Submitted: Mar 17, 2010 4:34:32 PM EDT)

Answer

- Yes (Answered: Mar 17, 2010 7:13:36 PM EDT)

#### Question 20

We are presently servicing some Palm Beach District locations. Do we have to submit with this bid all of the products and the necessary forms for product approval, for the products already approved and in our machines? If so, can they be submitted at a later date? (Submitted: Mar 18, 2010 8:34:28 AM EDT)

Answer

- No, product information should not be included with your bid. If awarded, follow Special Condition O to submit your product information. (Answered: Mar 18, 2010 8:54:48 AM EDT)

#### Question 21

In reference to question 19, I wish to clarify to what the answer is affirming. Will there be additional sections to communicate financial incentives? (Submitted: Mar 18, 2010 9:54:44 AM EDT)

Answer

- The Board is requiring only the information that is contained in these documents. There is a note or additional information section within BidSync that you are welcome to add additional information. For the best result you should contact Vendor Support at BidSync for the correct field or area to add the information. (Answered: Mar 18, 2010 11:19:39 AM EDT)

#### Question 22

If machines provide exclusively 100% Natural snacks which meet the School District's requirements, are timers necessary? (Submitted: Mar 18, 2010 11:53:10 AM EDT)

Answer

- It's a State Board of Education Rule. See Special Condition A which states  
•The State Board of Education Rule, 6A-7.0411, Paragraph (2) (c) describing the requirement to "control the sale of food and beverage items sold in competition with the district's approved food service program". (Answered: Mar 18, 2010 12:01:05 PM EDT)

#### Question 23

Who are the current vendors serving The District? (Submitted: Mar 22, 2010 4:28:01 PM EDT)

Answer

- See answer to question 5. (Answered: Mar 23, 2010 6:46:58 AM EDT)

#### Question 24

Could you please specify the limitations regarding beverages being sold in the schools.

Will carbonated beverages be allowed?

Are there restrictions on sugar content? (Submitted: Mar 22, 2010 4:28:54 PM EDT)

Answer

- Please read the Special Conditions and the attachments. (Answered: Mar 23, 2010 6:50:29 AM EDT)