



# The School District of Hamilton County

Finance Department  
5686 US Hwy 129 S, Ste 1  
Jasper, FL 32052  
(386 792-7835)

## Request for Proposal (RFP)

### REQUIRED RESPONSE FORM

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive

Page 1 of 51 pages

PROPOSALS WILL BE OPENED June 29<sup>th</sup>, 2023 - 2:00 pm and may not be withdrawn within 90 days after such date and time.

PROPOSAL NO. 24-101

MAILING DATE:  
June 14, 2023

### Beverage Sales & Vending Services

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA  
CODE

TELEPHONE NUMBER:

TOLL-FREE NUMBER:

FAX NUMBER:

INTERNET EMAIL ADDRESS:

#### POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the District website [www.hamiltonfl.com/bids](http://www.hamiltonfl.com/bids) and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Proceedings subject to Section 120.57(3)(c), Florida Statutes are subject to Florida Administrative Code 6CS-6.008(2)(f).

*I certify that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the School District of Hamilton County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School District of Hamilton County. At the School District's discretion, such assignment shall be made and become effective at the time the School District tenders final payment to the proposer.*

**Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive.**

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

\_\_\_\_\_  
TYPED NAME OF PERSON SIGNING

#### Public Domain

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

#### Proposal Certification

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

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

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

**SEALED BIDS:** Sealed bids will be received in the Finance Department until the date and time as indicated above. Proposals will be opened publicly in the Finance Department and all bidders and general public are invited to attend. All proposals shall be submitted in sealed envelopes, mailed or delivered to the School District of Hamilton County, Finance Department, 5686 US Hwy 129 S Ste 1, Jasper, FL 32052 Outside of envelope shall plainly identify proposal by: PROPOSAL NUMBER, TITLE and TIME and DATE OF PROPOSAL OPENING. It is the sole responsibility of the bidder to ensure their proposal reaches the Finance Department on or before the closing date and hour as shown above.

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

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

## **GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION**

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

1. **EXECUTION OF RFP:** RFP must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All proposals must be completed in ink or typewritten. Corrections must be initialed by the person signing the proposal. Any corrections not initialed will not be tabulated. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals may not be considered. Clarification of proposals submitted shall be in letter form, signed by the bidders and attached to the proposal.
  2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated proposal opening date and hour.
  3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in proposal specifications. In case of discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of proposal(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
    - A. **TAXES:** The School District of Hamilton County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013609257C-6 and Federal Employer Tax No. 59-6000629 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
    - B. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
    - C. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/ purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this proposal if it is in its best interest to do so.
    - D. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of the proposal). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
- 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.
4. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of proposal submitted. Bidder shall indicate on the proposal form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
  5. **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.
  6. **SAMPLES, DEMONSTRATIONS AND TESTING:**
    - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her proposal. Each individual sample must be labeled with bidder's name, proposal number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal. Unless otherwise indicated, samples should be delivered to the Finance Department, School District of Hamilton 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.
  7. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
  8. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
  9. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that

there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation. MANUFACTURER'S CERTIFICATION: The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.

10. PROPOSAL ABSTRACTS: Bidders desiring a copy of bid tabulation may request it by enclosing a self addressed, stamped envelope with bid.
11. OCCUPATIONAL HEALTH AND SAFETY: Vendor, as a result of award of this proposal, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Finance 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.

12. OSHA: The bidder warrants that the product/services supplied to the School District of Hamilton 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.
13. ANTI-DISCRIMINATION: The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
14. ADVERTISING: In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
15. CONFLICT OF INTEREST: The award hereunder is subject

to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their proposal the name of any officer, director or agent who is also an employee of the School Board of Hamilton County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.

16. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
17. LEGAL REQUIREMENTS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
18. SIGNED PROPOSAL CONSIDERED AN OFFER: This signed proposal shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. IN case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate, including legal action for damages or specific performance.
19. LIABILITY, INSURANCE, LICENSES, AND PERMITS: Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of proposal award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their proposal; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
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 proposal in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
22. PAYMENT: Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
23. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions.
24. JESSICA LUNS福德 ACT: The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regard to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.
25. LEGAL COMPLIANCE: The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including

without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Buy American, Energy Policy and Conservation, Federal Hazardous Substances Labeling Act, Byrd Anti-lobbying, Federal Flammable Fabrics Act, Clean Air & Water Pollution Acts, Copeland Anti Kickback, Davis Bacon Act and any applicable environmental regulations. USDA purchase requirements also include 2 CFR 200.318(d), 7 CFR 3016.36(b)(4) and 2 CFR 200.321.

26. BUY AMERICAN (7 CFR PART 210.21 (D)): Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
27. VENDOR INTERESTS FLA STAT 287.05701: The District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The District will not give preference to a vendor based on the vendor's social, political, or ideological interests.

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## 1. **INTRODUCTION**

### **Purpose**

This is a Request for Proposals (RFP) for an agreement between the Hamilton Public Schools (HCSD) or (District) and a beverage company to provide Beverage Sales & Vending Services in HCSD schools and departments. The selected Proposer's (Contractor) product line will be offered as the exclusive beverage product line available through school/district vending machines, at all athletic events, and in the cafeteria, excluding milk products. This would include carbonated beverages, non-carbonated beverages, fruit juice, fruit drinks, sport beverages, and bottled water products.

## 2. **INSTRUCTIONS TO PROPOSERS**

### **2.1. Authorized HCSD Representative/Public Notices/HCSD Discretion**

Proposer's response to this RFP and any inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. HCSD will consider only those inquiries submitted in writing (preferably via email) to the individual below on or before the time specified in Section 2.2, "RFP Schedule" for the submittal of written inquiries prior to the Proposal opening time and date. To the extent HCSD determines, in its sole discretion, to respond to inquiry, such response will be made in writing and posted to the Hamilton County School District Finance website.

April Perez , Director of Business Services  
Hamilton County School District  
Finance Department  
5686 US Hwy 129 S, Ste 1  
Jasper, FL 32052  
[april.perez@hamiltonfl.com](mailto:april.perez@hamiltonfl.com)  
Ph: 386-792-7835

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

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

### **2.2. Proposed RFP Schedule**

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

<b>Date/Time</b>	<b>Action</b>
June 14, 2023	RFP release date
June 21, 2023	Cut-off for Requests for Clarification and Technical Questions
June 29, 2023	Proposals Due

### 2.3. Proposer Inquires

- 2.3.1. HCSD is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if HCSD's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this RFP, the Proposer believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that HCSD clarify the term(s) and condition(s) and requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. Requests for clarification and technical questions to this RFP must be received by HCSD not later than the date shown in Section 2.2, entitled "Proposed RFP Schedule", for the submittal of written inquiries. The Proposers' failure to request clarification and submit questions by the date described above shall be considered to constitute the Proposers' acceptance of all of HCSD's terms and conditions and requirements. HCSD shall issue an addendum reflecting the questions and answers to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.
- 2.3.2. Any inquiries from the Proposer concerning this RFP shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (april.perez@hamiltonfl.com) and will be answered in an addendum that will be issued no later than three (3) days before the due date. Inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry. Questions **MAY NOT** be sent to any other employees.
- 2.3.3. **Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the School Board of Hamilton County concerning any aspect of this solicitation, except in writing to the authorized HCSD representative identified in section Violation of this provision may be grounds for rejecting a response.**

### 2.4. Pre-Proposal Meeting

None

### 2.5. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, Proposal Response Format. Proposals must be received by HCSD's authorized representative in HCSD's Finance Department located at 5686 US Hwy 129 S Ste 1, Jasper, FL 32052, **no later than the date and time shown in Section 2.2, according to the time stamp located in HCSD's Finance Department.** Proposals or amendments to proposals that arrive after the date and time shown in Section 2.2 will not be accepted or considered for any reason whatsoever. Telephone, including facsimile and electronic mail proposals shall not be accepted at any time. **At the date and time shown in Section 2.2, all timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting written proposals.**

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

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

**The Proposer must submit one (1) original and two (2) copies, along with one electronic copy (flash drive).** Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled Request for Proposal - Required Response Form. **The submittal containing original signature must be clearly marked "Original".** The proposal must be submitted in a sealed envelope or box, marked **RFP # 24-101 School Beverage Sales & Vending Services.**

## 2.6. Proposal Opening Date

Proposals will be opened in the conference room located at 5686 US Hwy 129 S, Ste 1, Jasper, FL 32052, on the date and at the time shown in Section 2.2, "Proposed RFP Schedule". **All timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting written proposals.**

## 2.7. Evaluation Criteria

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

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



## **FIRM QUALIFICATIONS AND EXPERIENCE (10 POINTS)**

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

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

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

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

### **a. Financial Incentives**

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

The Evaluation Committee will consider the annual financial benefits each respondent offers the District. Each respondent shall provide the commission percentage offered for each product to be sold. The Evaluation Committee will consider the variety of products proposed to be

marketed, as well as their associated commission levels. The commission percentage offered shall be based upon gross sales amounts and shall remain firm regardless of vending prices.

#### **b. Complimentary Products**

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

#### **c. Additional Information**

Each proposal may provide additional information that may contribute to the proposal as being considered the most advantageous to the District. This section may include but is not limited to: plans that will provide additional support to or for the schools, student and athletic programs (ie. Scoreboard upgrades, scholarship funds, sideline kits, etc.).

### **SIMILAR PROJECTS (20 POINTS)**

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

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

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

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

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

#### **2.8. Selection Process**

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

#### **2.9. Posting of Recommended Selection**

The recommended selection, if any, will be posted for review by interested parties on the Hamilton County School District id page at [www.hamiltonfl.com/bids](http://www.hamiltonfl.com/bids) .

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

Finance Department:

1. Written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended selection. HCSD shall not extend or waive this time requirement for any reason whatsoever.
2. A formal written protest by petition within ten (10) calendar days of the date of the notice of protest was filed.
3. Failure to file in writing a notice of intent to protest or a formal protest by petition within the time prescribed in section 120.S7(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.  
(Note: Florida Statutes 120.S7(3) and School Board Policy 7.701 contain entire procedure for filing).

#### **2.10. Proposal Validity Period**

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

#### **2.11. Disposition of Proposals**

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

#### **2.12. Economy of Presentation**

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

#### **2.13. Verbal Instructions**

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

### **3. REQUIRED PROPOSAL FORMAT**

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

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

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

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

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

**3.1. Executive Summary Requirements**

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

**3.2. Incorporated References**

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

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

**4. AWARD**

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

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

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

Award will not be based solely on economics, but rather an evaluation of all aspects of the proposal. The Board reserves the right to make multiple awards.

**5. CONTRACT PERIOD**

The initial contract period will be a three (3) year term with the option to renew the contract for three (2) additional one-year periods, at the same terms and conditions of the initial contract period. The contract may be renewed, by mutual written agreement between the parties.

**6. PAYMENT TERMS**

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

**TERMS AND CONDITIONS**

**7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

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

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

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

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



## **8. ACCESS AND AUDITS**

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

## **9. ENTIRETY OF CONTRACTUAL AGREEMENT**

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

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

## **10. SCHOOL DISTRICT OF HAMILTON COUNTY, FLORIDA RIGHTS**

The School Board reserves the right to:

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

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

- A. The District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. The District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.
- B. The School District reserves the right to immediately terminate the contract by providing written

notice to the vendor if the School District determines any of the following have occurred:

- I. The vendor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.
- II. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.
- III. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.
- IV. The vendor violates any federal, state or local laws.
- V. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

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

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

## **12. DEFAULT**

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

## **13. MINOR PROPOSAL EXCEPTIONS**

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

## **14. NON - EXCLUSIVE RIGHTS**

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

## **15. LEGAL REQUIREMENTS**

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

Bidders doing business with the District are prohibited from discriminating against any employee, applicant, or client because of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, race,

religion, religious beliefs, sex, sexual orientation, or veteran status with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

#### **16. CONFLICT OF INTEREST**

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

#### **17. PUBLIC RECORDS LAW**

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

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Contractor or keep and maintain public records required by the School Board to perform the service. If Contractor transfers all public records to the School Board upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

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

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

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

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by

letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

## **20. SUB-CONTRACTS**

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

## **21. INDULGENCE**

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

## **22. PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133, F.S., as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

## **24. RIGHTS AND PRIVILEGES**

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

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

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

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

## **26. DISCLAIMER**

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

## **27. ANNUAL APPROPRIATION**

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

## **28. JOINT PROPOSAL**

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

## **29. STATE LICENSING REQUIREMENTS**

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

## **30. PROCUREMENT RULES**



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

### **31. FORCE MAJEURE**

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

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

### **32. AMENDMENT OF CONTRACT**

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

### **33. GOVERNING LAW AND JURISDICTION**

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

### **34. SEVERABILITY**

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

### **35. NON-WAIVER OF RIGHTS**

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

### **36. ETHICAL BUSINESS PRACTICES**

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

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

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

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

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

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

### **38. WARRANTY OF SERVICES**

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

### **39. ADDITIONAL TERMS AND CONDITIONS**

#### **39.1 Firm Bids**

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

#### **39.2 Negotiations**

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

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

### **39.3 Correction of Work**

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

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

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

### **39.5 Family Educational Rights and Privacy Act (FERPA)**

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

### **39.6 Additional Services**

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

## **SCOPE OF SERVICES**

The purpose of this solicitation is to obtain a Contractor for vended beverage products over a consecutive three (3) year period for the HCSD. The resulting contract will provide carbonated and non-carbonated products for sale in cafeterias, at all sporting events, and in vending machines for District locations.

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

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

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

For the purposes of this proposal, the student enrollment is approximately 1600. The District has (1) one middle/high combination school and (1) one K-5 school. Vending machines cannot be available to students in grades K-5.

Administrative locations include the administrative offices located at the elementary school and the Transportation Department/ Maintenance offices at an off-site location. The District employs 260 employees throughout the District.

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

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

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

### **General Specifications**

#### **1. Products**

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

a. The product line(s) to be sold at each location will be by mutual decision and agreement between the school principal or site administrator and the Contractor.

b. In high schools, the following products may be vended:

1. Water, plain or carbonated with no limit size.
2. Juice, fruit or veg at 100% with or w/out carbonation at a limit of 12 fl oz.
3. Diluted juice fruit or vegetable diluted with water, with or without carbonation and with no added sweeteners at a limit of 12 fl oz.

4. Low- and no-calorie beverages, with or without caffeine and/or carbonation; calorie free, flavored water.
  5. Low calorie maximums of 40 calories per 8 fl oz and 60 calories per 12 fl oz . Equivalent to 5 calories per fluid ounce. No calorie maximum of 10 calories per 20 fl oz. Less than 5 calories per 8 fl ounces.
- c Carbonated beverages may not be sold where student breakfast or lunch is being served or eaten in any school. If students are allowed to eat their meals in locations outside the cafeteria, the sale of carbonated beverages is prohibited in the areas where the meals are eaten.
  - d In middle schools and combination middle/high schools, bottled water, and one hundred 100 percent fruit juice may be vended beginning one (1) hour after the last lunch period.
  - e Elementary schools may elect to have vending machines that are only accessible for faculty usage. All beverages may be vended and sold at all hours from machines in faculty lounges and other non-student vending areas.

## 2. Vending Exclusivity

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

## 3. Pricing

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

## 4. Vending Equipment

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



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

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

#### 5. Vending Equipment Maintenance

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

#### 6. Electricity

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

#### 7. Payment Procedure

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

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

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

#### 8. Commission Accounting Requirements

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

#### 9. Licenses and Taxes

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

#### 10. Service Personnel and Service Vehicles

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

#### 11. Location of Vending Machines

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

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

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

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

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANYNAME \_\_\_\_\_

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

DATE \_\_\_\_\_

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

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

The District obtains fingerprints through Fieldprint. To schedule an appointment, visit [www.fieldprintflorida.com](http://www.fieldprintflorida.com). You will have to sign up as a new user if you do not currently have an account. Once you have signed in, enter one of the following codes to continue:

**FPHCSBSupport** (substitutes, bus driver, paraprofessional, food service, etc.) \$49.25

**FPHCSBCertified** (teachers, administrators, coaches, or anyone with a certificate) \$49.25

**FPHCSBVendor** \$83.25

Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of your choosing.

At the end of the process, print the Confirmation Page. Take the Confirmation Page with you to your fingerprint appointment, along with two forms of identification.

If you have any questions or problems, you may contact our customer service team at 877-614-4364 or [customerservice@fieldprint.com](mailto:customerservice@fieldprint.com).

In addition, please provide written verification to Hamilton County Schools that you have cleared all employees with the sexual offender/predator databases at <http://www.floridasexoffender.net> and <http://www.nsopr.gov>. Verification should be mailed to Hamilton County School District Attn: Julia Cooper, Human Resources at 5686 US Hwy 129 S, Ste 1, Jasper, FL 32052.

The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.46S, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract. Vendor is responsible for all costs incurred to comply with this requirement.

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

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

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



## **ATTACHMENT C- REFERENCES**

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

1. Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Client Contact Person: \_\_\_\_\_

2. Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Client Contact Person: \_\_\_\_\_

3. Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Client Contact Person: \_\_\_\_\_

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

CONTRACTOR shall maintain the following insurance coverages in force and effect during the duration of the Agreement (check all that are applicable):

1. \_\_\_\_\_ GENERAL LIABILITY
  - A. Contractor shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
  - B. If work performed under the contract will require contact with students' coverage must include sexual abuse and molestation.
  - C. The policy must name The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
  - D. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Hamilton County, Florida using ISO endorsement CG 20 01 or its equivalent.
2. \_\_\_\_\_ AUTOMOBILE LIABILITY
  - A. Contractor shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
  - B. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.
3. \_\_\_\_\_ WORKERS' COMPENSATION/EMPLOYERS' LIABILITY
  - A. Contractor agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
  - B. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
  - C. Coverage will apply to all those persons rendering services to Contractor for The School Board of Hamilton County, Florida.
  - D. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents.
4. \_\_\_\_\_ PROFESSIONAL LIABILITY
  - A. Contractor shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the contract.

- B. PROFESSIONAL must provide proof of coverage for up to two (2) years after the completion of the project.

**GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL COVERAGES**

1. The Contractor agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Contractor of its liability and obligations under this Agreement.

NOTICE OF CANCELLATION:

2. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to The School Board of Hamilton County, Florida, and except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given.
3. Such notice shall be sent directly to The School Board of Hamilton County, Florida.
4. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify The School Board of Hamilton County, Florida of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.

If Worker's Compensation Insurance or Form DWC-2S0 Notice of Election to be Exempt is not provided, vendor must indicate the reason, by signature, from the following:

- 1) Vendor is an Independent Contractor.

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

**Professional Liability**

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

## **ATTACHMENT E- HOLD HARMLESS AGREEMENT**

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

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

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

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

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

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

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

Date \_\_\_\_\_

**ATTACHMENT F - PROJECT MANAGER CONTACT INFORMATION**

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

**CONTACT INFORMATION**

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

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

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

If your company will not be submitting a response to this Request for Proposal or Bid, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to: **Hamilton County School District, Finance Department, 5686 US Hwy 129 S Ste 1, Jasper, FL 32052.** (Please print or type).

BID/RFP #

TITLE:

COMPANY

NAME:

ADDRESS:

CITY:

STATE:

ZIP:

CONTACT PERSON:

TELEPHONE:

EMAIL ADDRESS

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

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

SIGNATURE:

Date



## **ATTACHMENT H – DEFINITIONS**

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

## CHAPTER 2.00: SCHOOL BOARD GOVERNANCE AND ORGANIZATION

### WELLNESS PROGRAM

2.95

On June 30, 2004, Congress passed Section 204 of Public Law 108-265, of the Child Nutrition and WIC reauthorization Act of 2004. This law requires each local education agency participating in a program, authorized by the Richard B. Russell National School Lunch Act (42 USC 1751 et.seq.) or the Child Nutrition Act of 1966 (42 USC 1771 et.seq.), to establish a local school wellness policy by July 1, 2006. In 2010, additional requirements were set forth under Section 204 of the Healthy, Hunger-Free Kids Act. This policy incorporates federal law as well as Chapter 5P-1.003(2)(d) of Florida Administrative Code (FAC).

#### I. Philosophy

The Hamilton County School District believes that a healthy school environment goes beyond the meals in the cafeteria. Maintaining a healthy lifestyle and weight require a combination of healthy food choices and an appropriate amount of physical activity. A healthy and physically active child is more likely to be academically successful. Children and youth who begin each day as healthy individuals can learn more and learn better and are more likely to complete their formal education. The District also believes that healthy staff can more effectively perform their assigned duties and model appropriate wellness behaviors for students. This policy encourages a holistic approach to staff and student wellness that is sensitive to individual and community needs.

A. Hamilton County School District will assemble a representative wellness committee that will meet biannually to evaluate and set goals for the development, implementation and periodic review and update of its local school wellness policy.

1. The District Wellness Coordinator shall ensure overall compliance with the local school wellness policy.
2. Parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators and the general public shall be permitted to participate in the development, implementation and periodic review and update of the local school wellness policy.

## **CHAPTER 2.00: SCHOOL BOARD GOVERNANCE AND ORGANIZATION**

- B. Each school within Hamilton County School District will establish an ongoing Healthy School Team that will meet biannually to ensure compliance and facilitate implementation of Hamilton County School District's wellness policy.
  - 1. The school principal and local school staff shall have the responsibility to comply with federal and state regulations as they relate to the local school wellness policy.
  - 2. In each school, the principal or designee will be responsible for establishing the Healthy School Team that will ensure compliance with the policy.
  - 3. The Healthy School Team will include, but not be limited to, the following stakeholders: parents, students, school food service program representatives, school administrators, school health professionals, physical education teachers and the public.
  - 4. The Healthy School Team will be responsible for:
    - a. Ensuring compliance with federal and state regulations for competitive food and beverage items sold on the school campus (7 CFR 210.11 and FAC 5P-1.003).
    - b. Maintaining a school calendar identifying the dates when exempted competitive food fundraisers will occur in accordance with the frequency specified in paragraph (c) of FAC 5P-1.003,
    - c. Reporting its school's compliance of the aforementioned regulations to the District Wellness Coordinator, the person responsible for ensuring overall compliance with the local school wellness policy.
- C. Hamilton County School District will review and consider evidence-based strategies and techniques in establishing goals for nutrition promotion and education, physical activity and other school-based activities that promote student wellness to, at a minimum, include a review of Smarter Lunchroom tools and techniques.

## CHAPTER 2.00: SCHOOL BOARD GOVERNANCE AND ORGANIZATION

### II. Nutrition

Academic performance and quality of life issues are affected by the choice availability of good foods in our schools. Healthy foods support student physical growth, brain development, resistance to disease, emotional stability and ability to learn. Students will be encouraged to start each day with a healthy breakfast. Menus will be in compliance with the new pattern requirements issued by the USDA (Healthy, Hunger-Free Kids Act of 2010).

- The school environment, including the cafeteria and classroom, shall provide clear and consistent messages that promote and reinforce healthy eating.
  - Students will have access to useful nutrition information. Posters, worksheets and brochures will be available in classrooms and throughout the school campus.
- A. Nutrition guidelines that require the use of products that are high in fiber, low in added fats, sugar and sodium, and served in appropriate portion sizes consistent with USDA standards shall be established for all foods offered by the district's Nutrition Services Department or contracted vendors. Menu and product selection shall utilize student, parent, staff and community advisory groups whenever possible. Menus are posted in the schools, announced via school media productions, and posted on websites, included in monthly newsletters and local news media.
  - B. Nutrition services policies and guidelines for reimbursable meals shall not be more restrictive than federal and state regulations require.
  - C. A la carte offerings to students shall be nutritious and meet federal recommended guidelines. A student must buy a lunch or bring one from home to be eligible to purchase a la carte items.
  - D. Vending Machines: The sale of food and beverage items to students in competition with the District's food service program is prohibited, including those items classified as "foods of minimum nutritional value" as listed in the Code of Federal Regulations 21. Provided, however, school organizations approved by the School Board are permitted to sell these items only in secondary schools thirty (30) minutes following the close of the last lunch period. Proceeds from the sell of foods and beverages items during the school day shall accrue to the food service program or to a school organization approved by the School Board.
  - E. Free water must be made readily available to children during lunch.

## CHAPTER 2.00: SCHOOL BOARD GOVERNANCE AND ORGANIZATION

- F. Schools must offer fat free or low-fat milk varieties.
- G. Ensure students are offered both fruits and vegetable every day of the week, substantially increasing offerings of whole grain rich foods.
- H. Limit calories based on age of children being served to ensure proper portion size.
- I. Increase focus on reducing the amounts of saturated fat, trans fat and sodium.
- J. Fundraising
  - 1. Fundraising efforts will be supportive of healthy eating by complying with all applicable regulations and nutrition standards for competitive foods while also emphasizing the sale of nonfood items.
  - 2. No fundraisers that include the sale of food items will occur until thirty (30) minutes after the conclusion of the last designated meal service period.
  - 3. The school board is permitted to grant a special exemption from the standards for competitive foods as specified below for the purpose of conducting infrequent school-sponsored fundraisers, not to exceed the following maximum number of school days per school campus each school year:

School Type	Maximum Number of School Days to Conduct Exempted Fundraisers
Elementary Schools	5 days
Middle/Junior High Schools	10 days
Senior High Schools	15 days
Combination Schools	10 days

- 4. Each school's Healthy School Team will maintain a school calendar identifying the dates when exempted competitive food fundraisers will occur. (FAC 5P-1.003)
- III. Policy for Food and Beverage Marketing
  - A. School-based marketing will be consistent with policies for nutrition education and health promotion. As such the following guidelines apply:

## CHAPTER 2.00: SCHOOL BOARD GOVERNANCE AND ORGANIZATION

1. Schools will only be allowed to market and advertise those foods and beverages that meet or exceed USDA's Smart Snacks in School nutrition standards.
2. Marketing activities that promote healthful behaviors (and are therefore encouraged) include: vending machine covers promoting water, pricing structures that promote healthy options in a la carte lines or vending machines, sales of fruit for fundraisers and coupons for discounted gym memberships.

### IV. Nutrition Standards for All Foods Sold in School

#### A. Competitive Food Sales

1. All foods and beverages sold on the school campus to students outside of reimbursable school meals are considered "competitive foods," and must comply with the nutrition standards for competitive food as defined and required in 7 CFR 210.11.
  - a. School campus means, for the purpose of competitive food standards implementation, all areas of the property under the jurisdiction of the school that are accessible to students during the school day.
  - b. School day means, for the purpose of competitive food standards implementation, the period from the midnight before, to 30 minutes after the end of the official school day.
2. The Food and Nutrition Services department will comply with the provisions set forth in Federal law regarding the sale of competitive food and foods of minimal nutritional value. The Food and Nutrition Services department shall be the sole provider of food and beverage items sold in all schools until thirty (30) minutes following the last lunch period, at which time other school organizations may begin to sell food and beverage items in accordance with the School Board's wellness policy and with principal approval.
3. Accordingly, all foods and beverages for sale to students on campus from vending machines, from school stores, or as fund-raisers by student clubs and organizations, parent groups, or boosters shall comply with the current USDA dietary guidelines for Americans and the USDA Smart Snacks in Schools regulations, applicable State law, and Florida Administrative Code rule, and shall only be available



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between thirty (30) minutes following the last school lunch period and thirty (30) minutes after the close of the regular school day.

4. Unless being sold by the Hamilton County School District food service program, it is impermissible for any competitive food item sold to students during the school day to consist of ready-to-eat combination foods of meat or meat alternative and grain products, as defined in 7 CFR 210.10 and 210.11 (FAC 5P-1.003).

### B. General Nutrition Requirements

1. Water - Free water must be readily available to children during breakfast and lunch.
2. Whole Grains - All snack foods sold in schools must be whole grain rich, this means they contain at least 50% whole grains, have whole grains as the first ingredient, or have a fruit, vegetable, dairy product, or protein rich food as the first ingredient.

3. Calories - Snacks must contain more than 200 calories. A la carte entrees must contain no more than 350 calories.

4. Sugar - Snacks must contain no more than 35% sugar by weight.

\*Exceptions exist for dried fruit without added sugars and even for some that have added nutritive sweeteners that are required for processing and/or palatability purposes.

5. Sodium - Snacks must contain no more than 200mg of sodium. A la carte entrees must contain no more than 480mg or less of sodium.
6. Fat - Total fat must be no more than 35% of calories. Saturated fat must be no more than 10% of Calories. There must be no trans-fat in the package as served.

#### 7. Exemptions

- a. Entrees served in the NSLP/SBP on the day of service and the following school day.
- b. Fresh, frozen or canned fruits and vegetables with no added ingredients, except water, which are packed in 100% juice, extra light syrup or light syrup.

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- c. Reduced fat cheese, nuts, seeds and nut/seed butters, as well as seafood and whole eggs with no added fat are exempt from the total fat and saturated fat standards.
  - 8. Beverages
    - a. Allowable beverages are limited to plain water (carbonated or non-carbonated), low-fat milk (unflavored), nonfat milk (flavored and unflavored), nutritionally equivalent milk alternatives, full strength fruit and/or vegetable juices, and full-strength fruit and vegetable juices diluted with water or carbonated water.
    - b. Beverages must be caffeine free for elementary and middle school.
    - c. Beverage portion limits: 8 fluid ounces for elementary school and 12 fluid ounces for middle and high school
  - 9. High School
    - a. Calorie free beverages are allowable in up to 20 ounce containers (less than 5 calories per 8 ounce serving and no more than 10 calories per 20 fluid ounces).
    - b. Lower calorie drinks are allowed with up to 40 calories per 8 ounces or 60 calories per 12 ounces.
    - c. Caffeine is permitted.
  - C. Special Note - These rules only apply to food sold to students. These rules do not apply to food brought from home for lunch, or for birthday parties, off-campus fundraisers, athletic events, and school plays, or for foods sold during non-school hours (30 minutes after school.)
- V. Standards for Food and Beverages Available During the School Day that are Not Sold to Students
  - A. The school will provide parents and teachers a list of ideas for healthy celebrations/parties, rewards and fundraising activities.
  - B. Class parties or celebrations shall be held after the lunch period and only foods that meet the Smart Snacks in School nutrition standards can be served.

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- C. Schools will limit celebrations that involve food during the school day to no more than one party per class per month.

### VI. Nutrition and Health Education

Nutrition education shall be provided that teaches the knowledge, skills, and values needed to adopt healthy eating behaviors. Nutrition topics shall be integrated within the comprehensive health education curriculum in each grade level. The Hamilton County Health Department along with other community resources can provide nutrition and health educational programs for classroom presentations upon request. Healthy living skills shall be taught to provide the opportunity for all students to understand and practice concepts and skills related to health promotion and disease prevention. The Hamilton County School Health Services Plan. addresses the coordination of activities to promote healthy living. Comprehensive School Health Staff from the Hamilton County Health Department will provide health educational programs upon request.

- A. Each school shall provide nutrition and health educational programs.
- B. Students shall have access to valid and useful health information.
- C. Students shall have the opportunity to practice behaviors that enhance health and/or reduce health risks during the school day.
- D. Students shall be taught communication, goal setting and decision-making skills that enhance personal, family and community health.

### VII. Physical Education and Activity

Physical education and physical activity shall be an essential element of each school's instructional program. The program shall provide the opportunity for students to develop the skills, knowledge and attitudes necessary to participate in a lifetime of healthful physical activity. Physical education and activity will be provided by Board approved personnel.

- A. All elementary school students will have at least 20 minutes of daily recess. Each school will provide space, equipment and an environment conducive to safe and enjoyable play.
- B. Students will have additional opportunities for physical activity through before- and afterschool activities or other activity programs. Students will be encouraged to participate in community-offered fitness and athletic programs.

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### **VIII. Physical Education Program**

The physical education program shall be designed to encourage physical activity and encourage healthy, active lifestyles. The program shall consist of physical activities that are sufficient to provide a significant health benefit to students, subject to the differing abilities of students.

- A. Requires each district school board to include the availability of one-on-one counseling concerning the benefits of physical education in their written physical education policy.
- B. Continues to require 150 minutes each week for students in grades K-5 and requires at least 30 consecutive minutes of physical education on any day during which physical education instruction is conducted.
- C. Requires the equivalent of one class period per day of physical education for one semester of each year for students enrolled in grades 6-8.
- D. Provides waiver options for students and requires that each district school board is required to notify parents of waiver options prior to scheduling a student in physical education.
- E. High school students must have one credit of a HOPE physical education course for graduation purposes.
- F. Students electing one of the three-year, 18 credit graduation options do not have to meet the high school requirement and may use the physical education courses listed as elective credit. Students may waive a portion or all of these requirements only to the extent permitted by state law.

### **IX. Health Services**

An effective health care delivery system that promotes academic achievement by providing a broad scope of services from qualified health care providers will improve the mental and physical health of students and staff. The Hamilton County School District and the Hamilton County Health Department are required by Florida Statute 381.0056 to jointly develop a School Health Services Plan. Each school is provided with a licensed nurse.

- A. Primary coordination of health services shall be through a licensed nurse with the support and direction of the Hamilton County School District and the Hamilton County Health Department.

## **CHAPTER 2.00: SCHOOL BOARD GOVERNANCE AND ORGANIZATION**

- B. A coordinated program of accessible health services shall be provided, to students and staff and may include violence prevention, school safety, communicable disease prevention, health screening [including Body Mass Index (BMI)], community health referrals, immunizations, parenting skills, first aid and other priority health education topics.

### **X. Family, School and Community Partnership**

- A. Long term effective partnerships improve the planning and implementation of health promotion projects and events within each school and throughout the community.
- B. Family, student and community partners shall be included on an ongoing basis in school and district wellness planning processes. The equality and diversity of the school and district community shall be valued in the planning and implementation.

### **XI. Staff Wellness**

The district, and each work site, shall provide information about wellness resources and services to assist in identifying and supporting the health, safety and well-being of site staff.

- A. Employees shall be encouraged to engage in daily physical activity before or after work hours in site-sponsored programs or as part of a local fitness facility.
- B. Wellness flyers will be provided to all District employees on a quarterly basis. This will be known as Wellness Wisdom.

### **XII. Evaluation and Monitoring**

To ensure compliance each school administrator, or their designee, will coordinate with staff members to complete a compliance checklist at the end of each school year. The Wellness Committee members will meet to review the policy and revise as necessary, based on the results of the compliance checklist. The results will be shared with the School Board each year. See Appendix I for a sample of the checklist.

### **XIII. Triennial Progress Assessments**

- A. Hamilton County School District will develop a triennial assessment to measure compliance with Hamilton County School District's wellness policy. This assessment will include, but is not limited to, the following:

## **CHAPTER 2.00: SCHOOL BOARD GOVERNANCE AND ORGANIZATION**

1. The extent to which schools under the jurisdiction of Hamilton County School District are in compliance with the local school wellness policy;
2. The extent to which the local school wellness policy compares to model wellness policies; and
3. A description of the progress made in attaining the goals of the local school wellness policy.

### **B. Informing the Public**

The Hamilton County School district will ensure the wellness policy, information and updates to and about the wellness policy and the triennial assessment are available to the public at all times.

1. The Hamilton County School District will ensure the most updated version of the wellness policy and the triennial assessments are always available on the school website for the public to view.
2. Wellness goals and policy updates will be provided to students, parents and staff on a monthly basis. Wellness updates may be provided in the form of handouts, Hamilton County School District website, articles and information provided in each school's newsletter, presentations and through other appropriate means to ensure that the community in the district is informed and that public input is encouraged.
3. Each school will provide all parents with a complete copy of the local school wellness policy at the beginning of the school year and make the policy available to the public by posting it on Hamilton County School District's website.

### **C. Community Involvement**

Hamilton County School District is committed to being responsive to community input, which begins with awareness of the wellness policy. Hamilton School District will actively communicate ways in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators and the general public can participate in the development, implementation and periodic review and update of the local school wellness policy through a variety of means, including:



## CHAPTER 2.00: SCHOOL BOARD GOVERNANCE AND ORGANIZATION

1. The school will consider student needs in planning for a healthy nutrition environment. Students will be asked for input and feedback through the use of surveys and attention will be given to their comments.
2. Hamilton County School District will use electronic mechanisms, such as email or displaying notices on Hamilton County School District's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of and updates to the wellness policy, as well as how to get involved and support the policy.
3. At the final public school board meeting of each year, the local school wellness policy will be discussed and all stakeholders will be asked to provide feedback on the policy. All comments and recommendations will be reviewed and considered.

### D. Record Keeping

Hamilton County School District will retain records to document compliance with the requirements of the local school wellness policy at Hamilton County, FL. Documentation kept in this location will include, but is not limited to, the following:

1. The written local school wellness policy;
2. Documentation of the triennial assessment of the local school wellness policy for each school under its jurisdiction;
3. Documentation demonstrating compliance with the public notification requirements (consistent with the section on informing/updating the public); and
4. Documentation demonstrating compliance with community involvement requirements.

## CHAPTER 2.00: SCHOOL BOARD GOVERNANCE AND ORGANIZATION

STATUTORY AUTHORITY: 381.0056, 1001.41, 1001.42, 1001.43,  
1003.42, 1003.429, 1003.43, 1003.455,  
1006.06, 1006.0606, F.S.

LAW(S) IMPLEMENTED: CHILD NUTRITION ACT OF 1966 (42 USC 1771 *et seq.*)  
RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT P.L. 108-265  
USDA HEALTHY, HUNGER-FREE KIDS ACT OF 2010, PUBLIC LAW 111-296

STATE BOARD OF EDUCATION RULE(S); 6A-7.0411

HISTORY: ADOPTED: 06/19/06  
REVISION  
DATES: 11/21/06, 01/14/13  
, 09/25/17, 6/19/18  
FORMERLY: \_\_\_\_\_

# Smart Snacks Reference Sheet > beverages

## Beverage Standards

Beverages	Elementary School*	Middle School*	High School**
<b>Water</b> (plain or plain carbonated)	No size limit	No size limit	No size limit
<b>Low fat Milk</b> (unflavored)	≤ 8 fl oz	≤ 12 fl oz	≤ 12 fl oz
<b>Fat Free Milk</b> (flavored or unflavored)	≤ 8 fl oz	≤ 12 fl oz	≤ 12 fl oz
<b>100% fruit/vegetable juice</b>	≤ 8 fl oz	≤ 12 fl oz	≤ 12 fl oz
<b>100% fruit/vegetable juice diluted with water</b> (with or without carbonation, no added sweeteners)	≤ 8 fl oz	≤ 12 fl oz	≤ 12 fl oz
<b>Other flavored and/or carbonated beverages</b> (containing ≤ 5 calories/8 oz or ≤ 10 calories/20 oz)	Not allowed	Not allowed	≤ 20 fl oz
<b>Other flavored and/or carbonated beverages</b> (containing ≤ 40 calories/8 oz or ≤ 60 calories/12 oz)	Not allowed	Not allowed	≤ 12 fl oz

\* Must be caffeine free (except trace amount of naturally occurring caffeine substances)

\*\* May contain caffeine

## COFFEE AND COFFEE DRINKS (High School Only)

Plain Coffee, Espresso or Tea is allowable.

Coffee/Tea with Accompaniments is allowed but must be sold together and meet calorie standards for "other flavored beverages" ≤ 5 calories/oz (12 oz or less)

### Coffee "Drink"

- Allowed when made from two allowable beverages/in allowed amounts (nothing added) (12 oz or less) For example:
  - Espresso + steamed nonfat flavored milk
  - Espresso + steamed low-fat unflavored milk
  - Espresso + steamed nonfat flavored milk + ice
- When made with anything other than or in addition to allowable beverages, must meet "other flavored beverages" calorie standards of ≤ 5 calories/oz. (12 oz or less) For example:
  - 1 oz espresso + 1 oz sugar free syrup + 10 oz of non-fat milk
  - 1 oz espresso + 1 oz sugar free syrup + 6 oz of non-fat milk + 4 oz crushed ice

## SMOOTHIES

### Smoothies as a Food

- Entrée: Contains M/MA and the first ingredient is one of the main food group categories and meets nutrient standards for an entrée. For example, yogurt + fruit + milk.
- Snack: Does not contain a M/MA and the first ingredient is one of the main food group categories and it meets nutrient standards for a snack. For example, fruit + milk.

### Smoothies as a Beverage

- Allowed in limited portion sizes and made from allowable beverages. (8 oz or less elementary; 12 oz or less middle/high schools) For example:
  - 100% juice + nonfat flavored milk
  - 100% juice + low fat unflavored milk
  - 100% juice + nonfat unflavored milk + ice
- When made with anything other than or in addition to allowable juice/milk, must meet "other flavored beverages" calorie standards of ≤ 5 calories/oz (12 oz or less) (High School Only)

## FLORIDA-SPECIFIC COMPETITIVE FOODS RULE [5P-1.003(2)]

- Incorporated 7 CFR 210.11 (USDA Smart Snack Standards) by reference.
- A limited number of competitive food sales compliant with Smart Snack Standards are permitted 30 minutes after the last lunch period. Compliant and non-compliant food sales are allowed 30 minutes after the end of the school day as allowed in the School Wellness Policy.
- Ready-to-eat entrée foods from M/MA and grains (pizza, hamburger, etc.) can only be sold by the non-profit school food service program.
- As of 2015, each sponsor site must have a Healthy School Team in place to help with monitoring of any food-based fundraisers and to report on the school's Wellness Policy (42 U.S.C. 1758).

- Allows a limited number of in school food-based fundraisers to be exempt from Smart Snack Standards and the meat/grain entrée restriction.

School Type	Maximum Number of School Days to Conduct Exempted Fundraisers
Elementary Schools	5 days
Middle Schools/ Junior High Schools	10 days
Senior High Schools	15 days
Combination Schools	10 days



This institution is an equal opportunity provider.

Florida Department of Agriculture and Consumer Services

## **ATTACHMENT L – SCRUTINIZED COMPANY CERTIFICATION**

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

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

VENDOR/COMPANY NAME:

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SIGNATURE and DATE:

---

NAME AND TITLE:

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

**ATTACHMENT M – EVALUATION RATING SHEET**

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

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

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

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

\_\_\_\_\_

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