

St. Johns County School District  
PURCHASING DEPARTMENT  
40 Orange Street  
St. Augustine, FL 32084



# REQUEST FOR PROPOSAL (RFP)

## REQUIRED RESPONSE FORM

RFP NO.: 2015-05  
RELEASE DATE: February 24, 2015

**RFP TITLE: Beverage Provider**

F.O.B. Destination: **District Wide**

**RFP DUE DATE AND TIME: March 26, 2015 @ 1:30 pm**  
**RFP OPENING DATE AND TIME: March 26, 2015 @ 2:00 pm**

**CONTACT:** Patrick Snodgrass  
Director of Purchasing  
(904) 547-7700  
patrick.snodgrass@stjohns.k12.fl.us

**SUBMIT RFP TO:** Purchasing Department  
40 Orange Street  
St. Augustine, FL 32084

**RFP OPENING LOCATION:** Purchasing Department  
40 Orange Street  
St. Augustine, FL 32084

**REQUIRED SUBMITTALS CHECKLIST** - Each submittal checked below is **required** for proposal to be considered.

- |  |   |                                   |  |
|--|---|-----------------------------------|--|
| <input type="checkbox"/> Literature  | <input type="checkbox"/> Specifications | <input type="checkbox"/> Catalogs | <input type="checkbox"/> Product Samples: See Special Conditions |
| <input checked="" type="checkbox"/> Debarment Form   |   |                                   | <input type="checkbox"/> Manufacturer's Certificate of Warranty  |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification  |   |                                   | <input type="checkbox"/> List of References                      |
| <input checked="" type="checkbox"/> Certificate of Insurance: See Special Conditions   |   |                                   |  |
| <input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See Special Conditions for details |   |                                   |  |

**PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.**

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

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_ FEIN: \_\_\_\_\_

**Signature of Owner or  
Authorized Officer/Agent** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Typed Name of Above:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**Email:** \_\_\_\_\_

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, 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 commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Proposer: To ensure acceptance of the proposal follow these instructions:

1. **DEFINITIONS:** For purpose of this RFP, "Proposal" refers to the completed RFP Required Response Form above, together with all supporting documentations and submittals. "Proposer" refers to the entity or person that submits the proposal. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the RFP. "Conditions" refers to both the General Conditions and the Special Conditions of this RFP.
2. **EXECUTION OF PROPOSAL:** The RFP Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Proposal and all required submittals. All Proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The RFP General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Proposal or otherwise by the Proposer. In the event of any conflict between the Conditions and Specifications of the RFP and the terms and Conditions of the Proposal, the Conditions and specifications of the RFP take precedence. Any failure to comply with the RFP Conditions or specifications or attempt to alter them by the Proposer shall be grounds for rejection of the Proposal.
3. **SUBMISSION OF PROPOSAL:** The completed Proposal must be submitted in a sealed envelope with the RFP title and number on the outside. Proposals must be time stamped by the Purchasing Department prior to the RFP due time on date due. No Proposal will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this RFP.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for individual proposals. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the Proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer is responsible for freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, 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 Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
  - b) Mistakes: Proposers are expected to examine the General and Special Conditions, specifications, delivery schedules, Proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
  - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - d) Underwriters' Laboratories: Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
  - e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
6. **BRAND NAMES:** The District reserves the right to seek proposals for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Proposer may propose a substitute product of equal quality and functionality unless the Conditions or Specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Proposer's responsibility to submit with the Proposal brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.
7. **QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty 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 warranty as the original equipment. The successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the District.
8. **SAMPLES:** Samples of items, when required, must be furnished free of expense by the RFP due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, 40 Orange Street, St. Augustine, FL 32084.
9. **TESTING:** Items proposed may be tested for compliance with RFP Conditions and specifications.
10. **NON-CONFORMITY:** Items delivered that do not conform to RFP Conditions or specifications may be rejected and returned at Proposer's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. The Proposer shall be responsible for any additional cost. Any violation of these stipulations may also result in Proposer being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
11. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Proposal must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
12. **REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the RFP Conditions and specifications will be made to any Proposer orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions

will be in the form of written addenda to the RFP. Only the interpretation or correction so given by the Purchasing Department Representative, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Conditions and specifications.

- 13. DISPUTE:** Any dispute concerning the Conditions or specifications of this RFP or the contract resulting from this RFP shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS:** Proposals shall be reviewed in accordance with the RFP Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted in the Proposal unless additional quantities are not acceptable, in which case the Proposal must be conspicuously labelled "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the RFP shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain proposals to sell the services or products to the School Board. Other school boards and governmental agencies/entities may purchase goods or services based on the contract awarded as a result of this RFP. The services and products are to be furnished in accordance with the terms of the resulting contract.
- 16. MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, RFP number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) RFP number.
- 17. INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Proposer and return product at Proposer's expense.
- 18. BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.
- 19. COPYRIGHT AND PATENT RIGHTS:** The Proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA:** The Proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 21. LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 22. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
- 23. ANTI-DISCRIMINATION:** The Proposer certifies that Proposer is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
- 24. LICENSES AND PERMITS:** The Proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
- 25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 26. DEFAULT AND REMEDIES:** The following remedies for default shall apply.
  - a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Proposer to deliver on time. Therefore, in the event the successful Proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful Proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
  - b) **Other Default.** In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 27. TERMINATION:** In the event any of the provisions of this RFP are violated by the Proposer, the Purchasing Department reserves the right to reject its proposal. Furthermore, the School Board reserves the right to terminate any contract resulting from this RFP for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
- 28. FACILITIES:** The Board reserves the right to inspect the Proposer's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing Proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free.
- 30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Proposal and any contract awarded to Proposer as a result of this RFP, the Proposer shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions

founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Proposer, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.

- 31. CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to rule out that Proposer's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

**For this RFP:**

- A. ☐ Student contact not anticipated
- B. ☒ Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if applicable.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

**The Proposer acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Proposer shall be responsible for the expense of the background screening of its employees.**

- 32. PUBLIC RECORDS AND CONFIDENTIALITY:** Subject to the limited confidentiality afforded pending RFP Proposals by Florida Statute 119.071, the RFP and all proposals are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a proposal, proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.
- 33. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this RFP shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 34. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this RFP or any contract awarded upon this RFP. This provision is a material inducement for the School Board to enter into the proposal contract.
- 35. LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any RFP or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 36. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 37. PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 38. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- a) **Debarment:** The Proposer certifies by signing the Proposal and required response form that the Proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.
- During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the proposer shall immediately notify the Purchasing Department and the Superintendent, in writing.
- b) **Records:** Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final **payment is made**.
- c) **Termination:** For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.
- 39. PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 40. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS:** The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
- a) **Criminal history and criminal background checks/identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
- b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

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

## Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:

- (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
- (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

## **DRUG FREE WORKPLACE CERTIFICATION FORM**

In accordance with 287.087, Florida Statutes, 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. In order to have a drug-free 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 action 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.

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(Vendor's Signature)



### **VENDOR'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

(Must be completed & submitted with each competitive solicitation)

Bid number and description: \_\_\_\_\_

Identify the state in which the Vendor has its principal place of business: \_\_\_\_\_

Instructions: **IF** your principal place of business above is located within the State of Florida, the Vendor must sign below and submit this form with your bid response, **no further action is required.** However, if your principal place of business is outside of the State of Florida, the following **must be completed by an attorney** and returned with your bid response. **FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.**

### **OPINION OF OUT –OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**

(To be completed by the Attorney for an Out-of-State Vendor)

**NOTICE:** Section 287.084(2), Florida Statute, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also: Section 287.084(1), Florida Statutes.

### **LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

(Please Select One)

\_\_\_\_ The Vendor's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_ The Vendor's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: ( Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

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**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

(Please Select One)

\_\_\_\_\_ The Vendor's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The Vendor's principal place of business is in the political subdivision of \_\_\_\_\_ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

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Signature of out-of-state Vendor's attorney: \_\_\_\_\_

Attorney's printed name: \_\_\_\_\_

Address of out-of-state Vendor's attorney: \_\_\_\_\_

Phone number/e-mail of out-of-state Vendor's attorney: \_\_\_\_\_

Attorney's states of bar admission: \_\_\_\_\_

Vendor's Signature: \_\_\_\_\_

Vendor's Printed Name: \_\_\_\_\_



**ST. JOHNS COUNTY SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**SPECIAL CONDITIONS**

**1.0 INTRODUCTION**

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting proposals for an exclusive beverage contract. The product line of the awarded Proposer (hereinafter referred to as the Contractor) will be offered as the exclusive beverage product line available through school/department vending machines, concessions and athletic events, and would be the featured product line available in Food Service. The product line should include carbonated beverages, non-carbonated beverages, fruit juice, fruit drinks, sport beverages and bottled water products.

It shall be understood that, for the privilege of exclusivity the contractor shall afford the District financial incentives which may include a sponsorship premium (payable in installments), continuing sales commissions, rebates, scoreboard funding and other incentives as may be required or are offered.

- 1.2 The District currently consist of eighteen (18) elementary schools, seven (7) middle schools, three (3) K-8 schools, seven (7) high schools and two (2) alternative schools. In addition to school sites, the District also operates four (4) administrative complexes, two (2) transportation facilities, and one (1) maintenance complex. See **attachment A** for a list of current locations.

Student enrollment, as of February 2015, is approximately 34,400.

**2.0 INSTRUCTIONS FOR RFP SUBMITTAL**

- 2.1 All proposals must be received no later than March 26, 2015 @ 1:30 PM and must be delivered to:

St. Johns County School District  
Purchasing Department  
40 Orange Street  
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original proposal and six (6) photocopies of the proposal must be sealed in one package and clearly labeled "RFP #2015-05 Beverage Provider" on the outside of the package. The legal name, address, proposer's

## **RFP #2015-05 Beverage Provider**

- contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.
  - 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
  - 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
  - 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
  - 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
  - 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
  - 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
  - 2.11 When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall include appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Vendor's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.
- 3.0 **AWARD**
- 3.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.

## **RFP #2015-05 Beverage Provider**

- 3.2 The District reserves the right to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 3.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 3.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.
- 3.5 The District reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 3.6 It is the intent of the District to award this RFP to a single source.
- 3.7 The RFP award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

### **4.0 CONTRACT/RENEWAL**

- 4.1 The term of this contract shall be from July 1, 2015 to June 30, 2020 and may by mutual agreement between the District and the Contractor be renewable for up to five (5) additional one (1) year periods.
- 4.2 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

### **5.0 RFP INQUIRIES/NOTICES**

- 5.1 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than March 9, 2015 @ 12:00 pm to:

Patrick Snodgrass  
Director of Purchasing  
[patrick.snodgrass@stjohns.k12.fl.us](mailto:patrick.snodgrass@stjohns.k12.fl.us)

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the DemandStar website  
[www.demandstar.com](http://www.demandstar.com) no later than March 12, 2015 @ 5:00 pm.

- 5.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.

## **RFP #2015-05 Beverage Provider**

- 5.3 No Addendum will be issued later than March 12, 2015, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.

- 5.4 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – [www.demandstar.com](http://www.demandstar.com) .

### **6.0 SCOPE OF SERVICES**

- 6.1 The District is requesting proposals for an exclusive beverage contract. For this exclusive agreement the District is requesting financial and non-financial incentives as described in Section 8.0.

For vending machines the District requires a full-line of carbonated beverages, non- carbonated beverages, fruit juice, fruit drinks, sports beverages, teas, 20 ounce bottled water and flavored water drinks.

For food service and booster clubs the District requires a full-line of carbonated beverages, non- carbonated beverages, fruit juice, fruit drinks, sports beverages, teas, 16.9 ounce bottled water, 20 ounce bottled water and flavored water drinks.

Products excluded from this RFP and resulting agreement would include unflavored milk, unflavored or flavored fat free milk and milk alternatives, eight (8) ounce waters, frozen four (4) ounce juices and frozen six (6) ounce juices. The District would obtain these products through alternative methods.

No products marketed as energy supplements or energy boosters may be offered.

- 6.2 The Contractor's product line will be offered as the exclusive beverage product line available through beverage vending machines, concessions and athletic events. The Contractor's product line will also be the featured product line available in food service.

Sales, in addition to beverages purchased by students and staff, will be realized through additional avenues including athletic events, academic events, open houses, parent nights, fundraisers and performing arts events.

- 6.3 It shall be understood that, for the privilege of exclusivity the contractor shall afford the District financial incentives which may include a sponsorship premium (payable in installments), continuing sales commissions, rebates, scoreboard funding and other incentives as may be required or are offered.

These exclusive rights shall not apply to Charter Schools. The District will not participate in the establishment of supply contracts between beverage companies and Charter Schools within St. Johns County.

- 6.4 Parents/guardians may donate competitive products for classroom parties or classroom events.

## RFP #2015-05 Beverage Provider

- 6.5 Beverages purchased for the school meal programs will be delivered directly to each school. School cafeterias serve the following estimated meals daily:
- 2,300 breakfast
  - 8,600 lunches
  - 10,900 a la carte
- 6.6 All products are to be delivered to each school or site to an area designated by an authorized District representative. Deliveries shall be made during normal business hours, Monday through Friday, as follows:
- |             |                         |
|-------------|-------------------------|
| Schools     | 8:00 am through 2:30 pm |
| Other Sites | 8:00 am through 3:00 pm |
- Holidays or an adjusted summer schedule may result in a change in delivery schedule as authorized by the District.
- 6.7 The Contractor shall adhere to the National School Lunch and Breakfast Program. It is the District's intent to comply with the rules and regulations regarding the National School Lunch Program. Nothing in this Request for Proposal or resulting contract shall be interpreted or construed in such a manner as to jeopardize the District's participation in this program. Should an error by the Contractor result in a National School Lunch Program violation due to product mix or a student access issue, causing the USDA to reclaim reimbursement from the District's Food and Nutrition Services Department, the Contractor would be required to reimburse the District.
- 6.8 The Contractor shall adhere to all Federal, State and local laws, including State Board of Education Rules and School Board Rules. See **attachment B** for State Board of Education Rule 6A-7.0411.
- 6.9 The Contractor shall adhere to guidelines promulgated by the Healthy Hungry Free Kids Act of 2010 – Smart Snacks Rule. See **attachment C** for more information on Smart Snacks in School standards.
- 6.10 The product line to be sold at each location shall be by mutual agreement between the District and the Contractor.
- 6.11 The Contractor shall provide, at no cost to the District, any necessary dispensing equipment for either pre-mix or post-mix products, as may be requested by the District.
- 6.12 The Contractor shall provide all products in a timely manner to keep all vending machines and cafeterias and concessions operating fully for maximum sales.
- 6.13 The District will not be required to furnish any storage space for beverage products owned by the Contractor. The District may provide temporary storage of concession equipment after athletic or other events without charge. Informal arrangements may be agreed upon between school or site administrators and the Contractor for limited storage of products owned by the Contractor. However, the

## RFP #2015-05 Beverage Provider

product stored shall only be for the intended use of the site at which it is stored. Additionally, the District will bear no financial responsibility in the event of theft or product damage.

- 6.14 All licenses, permits and resulting fees shall be paid by the Contractor. The District shall be promptly reimbursed for any penalties or expenses resulting from the Contractor's failure to obtain necessary licenses or permits.

The Contractor shall pay all required sales and use taxes pertaining to sales for the Contractor's products under this contract. The District shall be promptly reimbursed for any penalties or expenses resulting from the Contractor's failure to pay such taxes.

- 6.15 The Contractor must have one individual who serves as a single point of contact for the District. The single point of contact must understand the beverage industry as it relates to the District and have ready access to expert marketing support to optimize discretionary sales to the students.

- 6.16 The Contractor shall include an initial pricing proposal for every product to be offered. Once the District has approved the initial product line offered by the Contractor, the Contractor will be allowed to add new products to the product line with prior written approval from the Director of Food and Nutrition Services and the Director of Purchasing.

- 6.17 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 permitted to increase pricing on vended products once annually after the first year of the contract. Price increases must be submitted 60 days prior to the annual start date of the contract. Any price increases will be determined using the Consumer Price Index for all urban consumers (CPI-U) U.S. City Average, for non-alcoholic beverages and beverage materials as published by the U.S. Bureau of Labor Statistics as specified below:

New CPI/Old CPI = Price Increase Rate  
Current Price x Price Increase Rate = New Price

The average of the last 12 published monthly CPI figures prior to the contract start date will become the beginning Old CPI. Sixty (60) days prior to each anniversary of the contract start date, the average of the last 12 published non-preliminary monthly CPI figures prior to the contract year to be priced will establish the reference data for the New CPI. Sixty (60) days prior to each anniversary of the contract start date, including the renewals, the previous year's New CPI becomes the Old CPI.

- 6.18 The unit price for products to be purchased for resale by the District shall remain firm for the first contract year and shall include all freight and handling charge, F.O.B. destination. The Contractor will be permitted to increase pricing on products purchased for resale once annually after the first year of the contract. Price increases must be submitted 60 days prior to the annual start date of the

## **RFP #2015-05 Beverage Provider**

contract. Any price increases will be determined using the Consumer Price Index for all urban consumers (CPI-U) U.S. City Average, for non-alcoholic beverages and beverage materials as published by the U.S. Bureau of Labor Statistics. The published results for the twelve (12) months prior to the price increase request will be used in determining the price increase.

New CPI/Old CPI = Price Increase Rate  
Current Price x Price Increase Rate = New Price

The average of the last 12 published monthly CPI figures prior to the contract start date will become the beginning Old CPI. Sixty (60) days prior to each anniversary of the contract start date, the average of the last 12 published non-preliminary monthly CPI figures prior to the contract year to be priced will establish the reference data for the New CPI. Sixty (60) days prior to each anniversary of the contract start date, including the renewals, the previous year's New CPI becomes the Old CPI.

- 6.19 All financial records of the Contractor pertaining to the RFP and resulting contract shall be made available to the District or an authorized District representative.
- 6.20 The District must approve the Contractor's monthly management report format for the purpose of tabulating and monitoring sales receipts and the calculation of monthly commission payments. The report shall be submitted to an authorized District representative and shall include detailed sales reports by product and machine location as well as periodic reconciliation of the sales dollars from each location. The report shall separate sales and commission payments and rebates by site and by program.
- 6.21 The Contractor shall maintain complete and accurate records for a minimum period of five years after the close of each year's operation.
- 6.22 In the event the Contractor cannot provide contracted products for any reason to the Food Service department, the District reserves the right to obtain these products, or similar products, elsewhere.
- 6.23 It shall be the sole responsibility of the Contractor to maintain a current District calendar and stay informed of school and facility operating hours. A current listing of the District calendar can be found on the District website at [www.stjohns.k12.fl.us](http://www.stjohns.k12.fl.us).
- 6.24 The District reserves the right to terminate the contract resulting from this RFP by giving the Contractor thirty (30) days written notice. Any prepaid inducements will be prorated up to the cancellation date and unearned amounts will be refunded to the Contractor. The Contractor, after receipt of a Notice of Termination, shall stop work as specified under the contract, fill no further orders and promptly remove all vending machines from the District.

## **RFP #2015-05 Beverage Provider**

Termination or cancellation of this contract will not relieve the Contractor of any obligations for deliverables (i.e. reports, statement of accounts, etc) required and not received.

Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

- 6.25 Purchases by the case made by the Food and Nutrition Services department for the 2012-2013 and 2013-2014 school year have been included – see **attachment D**.

Sales through vending machines by the case at locations throughout the District for the 2012-2013 and 2013-2014 school year have been included – see **attachment E**.

**The numbers provided are for informational purposes only. The District makes no guarantee of products to be purchased by the District or sold through vending machines.**

### **7.0 VENDING SERVICES**

- 7.1 It is the intent of the District to allow student's access to beverage products at all times and locations as allowed by Federal and State regulations, School Board Rules and the District Wellness Policy. See **attachment F** for a current copy of the District Wellness policy. School Board Rules and the District Wellness policy are subject to change at the discretion of the District. The school principal/site administrator and Contractor shall determine the location for all vending machines. See **attachment G** for a listing of schools/locations and the number of vending machines. The Contractor will ensure that only products approved by the District will be used in the vending machines.

Beverage vending exclusivity will be granted to the Contractor for distribution of carbonated, non-carbonated, fruit juice, fruit drinks, sports drinks and bottled water products.

- 7.2 High schools may sell beverages from vending machines. The District may allow the sale of carbonated beverages as long as 100% real fruit juice is also sold at each location where carbonated beverages are sold. Beverages may be sold at all hours from machines in faculty lounges and other non-student vending areas.

Middle schools may sell beverages from vending machines one hour past the last scheduled lunch period. The District may allow the sale of carbonated beverages as long as 100% real fruit juice is also sold at each location where carbonated beverages are sold. Beverages may be sold at all hours from machines in faculty lounges and other non-student vending areas.

Elementary schools and K-8 schools may not sell competitive beverages from vending machines during the school day where students are present. Beverages



## **RFP #2015-05 Beverage Provider**

may be sold at all hours from machines in faculty lounges and other non-student vending areas.

All machines in student accessible areas shall be timer controlled. Timers will be required on all vending machines located in areas where product sales are restricted in accordance with Federal and State laws, School Board Rules and the School Board Wellness Policy.

- 7.3 Within thirty (30) calendar days from the effective date of the Contract, the Contractor shall furnish Contractor-owned beverage vending machines at all locations agreed upon by the school principal/site administrator and the Contractor. The number of vending machines requested by each school or location is subject to change at the discretion of the District. It is the current intent to offer the same number of machines as currently provided. By participating in this proposal, the awarded Contractor agrees to coordinate the removal of equipment with the previous Contractor.
- 7.4 All vending machines shall be modern and of current technology. All machines shall have bill changing capability, accepts both dollars and multiple coin types which is maintained at each refill visit; have tamper proof meter; have unit sales counting capabilities; and be aesthetically acceptable to the District. The District expects each machine to be delivered with an energy miser device. In lieu of the energy miser device, the Contractor can document the energy efficiency features of the machine. It is further understood that the District will not utilize machine lights.
- 7.5 All machines shall have automatic sales counters that can be used for sales verification by the District.
- 7.6 Vending machines shall be quiet and not disruptive to the ongoing activities of the District.
- 7.7 The Contractor shall be solely responsible for all damages to vending machines, and any theft or vandalism that occurs with the vending machine. The District will bear no responsibility for damage to Contractor's property or loss of product.
- 7.8 The Contractor shall be responsible for any machine failure which requires a refund to students, staff or other users of the vending machine.
- 7.9 The face panels shall represent healthier alternative beverages, or school-themed subject matter. The District may reject machine signage or logos if deemed objectionable or a distraction to the activities in any District facility or property.
- 7.10 The school principal/site administrator and Contractor shall determine the location for all vending machines. The Contractor will ensure that only products approved by the District will be used in the vending machines.
- 7.11 The Contractor shall, when stocking, servicing or repairing its vending machines, keep the premises free from accumulation of debris and trash. Upon completion

## **RFP #2015-05 Beverage Provider**

of work, the Contractor shall remove all work materials, tools and surplus stock and packaging material and shall leave vending equipment in ready to use condition. 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 vending machine areas.

- 7.12 The Contractor shall be responsible for the maintenance and repair of all equipment it provides for use on District property. The Contractor shall ensure that no vending machine is out of service for more than 48 hours from the time of notification by a District representative. The Contractor shall replace machines that are chronically out of service or malfunctioning as determined with the Contractor and the District. The Contractor will provide a name and number of the individual(s) assigned responsibility for the repair and maintenance of equipment.
- 7.13 The District will provide, at no cost to the Contractor, the necessary electricity for the operation of vending machines. The District will take reasonable measures to avoid power loss and to restore power if, and when, a power outage occurs. The District will not be required to relocate any electrical outlets in order to provide electrical power to vending machine locations. The use of electrical cords longer than six (6) feet must be approved by the District. Extension cords or drop cords are not permitted.
- 7.14 The Contractor must provide a monthly report (format approved by the District) for the purpose of monitoring quarterly commission payments. Such reports shall be submitted to a designated District representative quarterly and shall include commission reports by location and machine.

### **8.0 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.

- 8.1 Each proposal shall contain information, without limitation, on incentives and may include but not be limited to:
  - 1. Advanced Fee: A one-time advanced payment (the “Advanced Fee”). The Advanced Fee will be paid to the District within thirty (30) days after the agreement resulting from this RFP is fully executed, and shall be deemed earned evenly over the five (5) year term of this RFP.
  - 2. Sponsorship Funding: A cash amount offered by the Contractor to the District as a payment for the five (5) year award of exclusive beverage rights as outlined in this document. Sponsorship Funding will be paid to the District in five (5) equal annual installments. The first installment will be paid within thirty (30) days after the agreement is fully executed. Subsequent payments shall be made to the District annually on the anniversary date of each remaining year of the agreement. Sponsorship

## **RFP #2015-05 Beverage Provider**

Funding shall be deemed earned evenly on a monthly basis over the agreement year in which they are paid.

3. Commissions: A commission percentage offered by the Contractor to the District based on beverage vending machine sales. Commissions will be paid quarterly, in arrears, with an accounting of all sales and monies. The percentage of revenue offered shall be by the vending price times the units sold. No deductions from the percentages offered for such items as taxes, overhead, product cost, permits or cash shortages are permitted.
4. Rebates: Financial rebates based upon an amount for each case of product sold to the District. Rebates will be paid quarterly, in arrears, with an accounting of all purchases and monies.

Financial rebates based upon an amount for each case of product sold to Booster Clubs. Rebates will be paid quarterly, in arrears, with an accounting of all purchases and monies.

In the event prices are increased for products sold to the District or Booster Clubs, the rebate shall increase by the same percentage amount.

5. Scoreboard Funding: Annual funding for scoreboards. Scoreboard Funding will be paid to the District in five (5) equal annual installments. The first installment will be paid within thirty (30) days after the agreement is fully executed. Subsequent payments shall be made to the District annually on the anniversary date of each remaining year of the agreement. Scoreboard Funding shall be deemed earned evenly on a monthly basis over the agreement year in which they are paid.
6. Complimentary Products: Annual donations to be provided each school as complimentary product. Individual school principals shall determine the type of beverage products that are suitable for their sites. Annual donation levels of complimentary products shall be for each elementary school, each K-8 school, each middle school, and each high school.
7. Additional Equipment: Additional equipment to be donated to the District including but not limited to:
  - Merchandising Barrels
  - Merchandising Refrigerated Cabinets
  - Coolers
8. Additional Information: 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: distribution of promotional items; plans for improving concession sales; award programs for students and/or school achievement; school to work program enhancements; and, other plans that will provide additional support to or for the schools or student programs.

**9.0 PROPOSAL FORMAT AND EVALUATION CRITERIA**

Proposals shall include all of the following information solicited in this RFP, and any additional data that the proposer deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. Proposals received which do not contain all items listed in this section will be considered non-responsive.

- A. RFP COVER SHEET: Required response form (page 1 of RFP) with all required information completed and signatures as specified.
- B. DEBARMENT FORM
- C. DRUG FREE WORKPLACE CERTIFICATION
- D. INSURANCE COVERAGE
- E. QUALIFICATIONS AND EXPERIENCE OF FIRM
  - 1. Executive Summary. Provide a brief summary describing the firm's ability to provide goods and services requested in this RFP.
  - 2. Individuals and Qualifications. Identify specific individual(s) to be assigned to the project (include names, titles and contact information) and specify which services the individual(s) will provide.
  - 3. Provide references, including names from other Florida school districts or similar public agencies for which similar goods and services have been provided.
  - 4. 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 Contractor or a subsidiary of the Contractor 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.
- F. FIRM APPROACH AND METHODOLOGY
  - 1. The respondents approach and methodology of how the services herein addressed will be provided.
  - 2. Describe how you plan to establish relationships with schools and booster clubs.
  - 3. Description of type of equipment and energy efficiency rating of the equipment to be installed.
  - 4. Describe how orders would be filled for school cafeterias.
  - 5. Example of schedule for restocking and servicing equipment. Plan for maintenance and repair of equipment during the term of the agreement.
  - 6. Provide any other information necessary for a clear understanding of the respondents proposed program.

## **RFP #2015-05 Beverage Provider**

7. Describe your company's refund policy for any users that experience any type of machine failure.

### **G. INCENTIVES**

1. The evaluation committee will consider the financial incentives and non-financial incentives each respondent offers the District. Cash payments, cash payment projections and equipment provided shall be shown on an annual basis. If projection of sales are used, the proposer shall disclose their process for arriving at that projection. Each proposer shall provide information including, but not limited to:
  - a. Advanced Fee
  - b. Sponsorship Funding
  - c. Commissions
  - d. Rebates
  - e. Scoreboard Funding
  - f. Complimentary Products
  - g. Additional Equipment
  - h. Additional Information

### **H. PRODUCTS AND PRICING**

1. Provide a list of all products to be offered through vending machines, package size, vending price, and commission percentage paid to the District. Products shall adhere to guidelines promulgated by the Healthy Hungry Free Kids Act of 2010 – Smart Snacks Rule.
2. Provide a list of all products to be sold to the District and Booster Clubs, package size, price, and rebate paid to the District. Products shall adhere to guidelines promulgated by the Healthy Hungry Free Kids Act of 2010 – Smart Snacks Rule.

### **I. PROPOSAL FORM**

### **J. PRINCIPAL PLACE OF BUSINESS FORM**

## **10.0 PROPOSAL EVALUATION PROCESS**

- 10.1 Proposals are received and publicly opened. Only names of Proposers are read at this time.
- 10.2 All proposals will be evaluated in accordance with the evaluation criteria specified in this document.
- 10.3 The proposal evaluation process shall consist of an evaluation of all responsive and responsible proposals by a committee ("Committee") consisting of School Principal(s), Purchasing, Food Service and Finance staff. Committee members shall independently review and score the written proposals in each criteria in Section 9.0 E-H, awarding points ranging from 90% to 100% for the maximum

## **RFP #2015-05 Beverage Provider**

points for excellent, 80% to 90% for good, 70% to 80% for satisfactory, 60% to 70% for marginally unsatisfactory and 0% to 60% for unsatisfactory. The Committee member' scores will be totaled for each proposal and they will be ranked from highest to lowest based on the total number of points awarded.

<b>PROPOSAL EVALUATION</b>	<b>MAXIMUM POINTS</b>
Qualifications and Experience of Firm	20
Firm Approach and Methodology	20
Incentives	40
Products and Pricing	20
<b>Preliminary Phase Maximum Points</b>	<b>100</b>

- 10.4 The Committee reserves the right to meet as a group prior to completing the scoring process in order to discuss the proposals and scoring. Any such meeting will be noticed on the District website and will be conducted as a public meeting.
- 10.5 The Committee may consult with other District staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the deliberation and evaluation process, as such communications are not subject to the sunshine law and will not be noticed and may take place outside of public meetings.
- 10.6 Upon completion of the evaluation, the Committee will recommend to the Board that it authorize District staff to pursue negotiations with the highest ranked proposer. If a satisfactory contract cannot be negotiated for presentation to the Board, negotiations with the highest ranked proposer will be terminated at the discretion of the District and negotiations may commence with the second highest ranked proposer. This process shall continue until a satisfactory contract is reached with one of the proposers, subject to acceptance and final approval by the Board. If a contract cannot be reached with any of the proposers, the District reserves the right to acquire commodities and services specified in this solicitation from any vendor of its choosing through direct negotiation, in accordance with Florida Department of Education Rules.

### **11.0 REFERENCES**

All proposals must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years.

### **12.0 INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet

## **RFP #2015-05 Beverage Provider**

the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Proposer must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible Proposer. **Successful vendor must list St. Johns County School Board as an additional insured.**

### **13.0 VENDOR PAYMENT**

The St. Johns County School District requires all vendors responding to this RFP to accept payment from the District on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique “ghost” credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by the district.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

### **14.0 PURCHASE ORDERS**

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to the District. A commitment, either written or verbal, from District employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the District can be found on the District web site, [www.stjohns.k12.fl.us](http://www.stjohns.k12.fl.us) under the Purchasing Department.

[illegible]

## District Commission

0/



[illegible]

One Time Advanced Fee	\$
Annual Sponsorship Funding	\$
Annual Complimentary Products (12 oz cans)	Cases per High School
	Cases per Middle School
	Cases per K-8 School
	Cases per Elem. School
Annual Scoreboard Funding	\$
List any Additional Incentives:	

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

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

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

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

## Attachment A

School	Address
Bartram Trail High	7399 Longleaf Pine Parkway, St. Johns, FL 32259
Creekside High	100 Knights Lane, St. Johns, FL 32259
Crookshank Elementary	1455 N. Whitney Street, St. Augustine, FL 32084
Cunningham Creek Elementary	1205 Roberts Road, St. Johns, FL 32259
Durbin Creek Elementary	4100 Race Track Road, St. Johns, FL 32259
Evelyn Hamblen	1 Christopher Street, St. Augustine, FL 32084
Fruit Cove Middle	3180 Race Track Road, St. Johns, FL 32259
Hartley Elementary	260 Cacique Drive, St. Augustine, FL 32086
Hickory Creek Elementary	235 Hickory Creek Trail, St. Johns, FL 32259
R.B. Hunt Elementary	125 Magnolia Drive, St. Augustine, FL 32080
Julington Creek Elementary	2316 Race Track Road, St. Johns, FL 32259
Ketterlinus Elementary	67 Orange Street, St. Augustine, FL 32084
Landrum Middle	230 Landrum Lane, Ponte Vedra Beach, FL 32082
Liberty Pines K-8	10901 Russell Sampson Road, St. Johns, FL 32259
Otis Mason Elementary	207 Mason Manatee Way, St. Augustine, FL 32086
Menendez High	600 State Road 206 West, St. Augustine, FL 32086
Mill Creek Elementary	3750 International Golf Parkway, St. Augustine, FL 32092
Murray Middle	150 North Holmes Boulevard, St. Augustine, FL 32084
Nease High	10550 Ray Road, Ponte Vedra, FL 32081
Ocean Palms Elementary	355 Landrum Lane, Ponte Vedra Beach, FL 32082
Osceola Elementary	1605 Osceola Elementary Road, St. Augustine, FL 32084
Palencia Elementary	355 Palencia Village Dr, St. Augustine, FL 32095
Pacetti Bay Middle	245 Meadowlark Lane, St. Augustine, FL 32092
Patriot Oaks K-8	475 Longleaf Pine Parkway, St. Johns, FL 32259
Ponte Vedra High	460 Davis Park Road, Ponte Vedra, FL 32081
PVPV/Rawlings Elementary	630 A1A North, Ponte Vedra Beach, FL 32082
Gamble Rogers Middle	6250 US 1 South, St. Augustine, FL 32086
St. Augustine High	3205 Varella Avenue, St. Augustine, FL 32084
St. Johns Technical High	2980 Collins Avenue, St. Augustine, FL 32084
Sebastian Middle	2955 Lewis Speedway, St. Augustine, FL 32084
South Woods Elementary	4750 State Road 206 West, Elkton, FL 32033
Switzerland Point	777 Greenbriar Road, St. Johns, FL 32259
Timberlin Creek	555 Pine Tree Lane, St. Augustine, FL 32092
Valley Ridge K-8	105 Greenleaf Dr, Ponte Vedra, FL 32081
Wards Creek	6555 State Road 16, St. Augustine, FL 32092
The Webster School	420 North Orange Street, St. Augustine, FL 32084

## Attachment A

School	Address
Administration Building	40 Orange Street, St. Augustine, FL 32084
Fullerwood	15 Hildreth Drive, St. Augustine, FL 32095
Yates Admin. Building	47 Orange Street, St. Augustine, FL 32084
Maintenance Building	299 School House Road, St. Augustine, 32095
Crookshank Trans. Complex	30 Crookshank Dr., St. Augustine, FL 32095
Nease Bus Garage	10550 Ray Road, Ponte Vedra, FL 32081
O'Connell Admin.	3720 International Golf Parkway, St. Augustine, FL 32092

## Attachment B

### **6A-7.0411 Responsibilities for the School Food Service Program.**

(1) The Deputy Commissioner for Finance and Operations shall have the following responsibilities:

(a) To provide leadership and guidance in the overall administration and development of school food service programs.

(b) To administer federal and state school food service funds, as provided by law or regulation.

(c) To require that all programs for which federal reimbursement is granted shall meet at least the minimum standards established by the United States Department of Agriculture as provided in 7 CFR Parts 210, 215, 220, 225, 226, 227, 235, 240, 245, 250 and 252.

(d) To require that all programs meet at least the minimum standards established by Florida law and rules of the State Board. Provided, however, that under extenuating circumstances and upon written recommendation of the Deputy Commissioner for Finance and Operations, the Commissioner shall have authority to waive any state school food service regulation for a period of time not to exceed six (6) months; provided further, that an extended waiver may be granted based upon evidence that it will contribute to the maintenance of district or school goals. Such an extended waiver shall be for no more than an additional twelve (12) months during which time the district must make periodic reports to the Department as to the impact of the waiver upon the districts food service programs. Based upon positive results the Commissioner may grant further waivers as deemed appropriate.

(e) To distribute the required state matching in such a manner as to comply with the provisions for state matching under the National School Lunch Act. The annual state matching allocation shall be distributed by computing the district's percentage share of total federal revenue received times the state general revenue matching allocation. The federal revenue includes Sections 4 and 11 of the National School Lunch Act and Sections 4 and 5 of the Child Nutrition Act of 1966, as amended, for two (2) fiscal years prior to the current fiscal year. The state matching allocation shall be distributed to school districts in equal amounts quarterly.

(f) To prescribe an incentive plan for qualified supervision for Child Nutrition Programs.

(2) Each district school board shall have the following responsibilities:

(a) To provide the necessary food service programs to meet nutritional needs of students during the school day. These food service programs shall be appropriately scheduled and shall include as a minimum a reimbursable lunch and if desired, a reimbursable breakfast, both priced as a unit. Supplemental foods which make a nutritional contribution to these meals may also be provided.

(b) To adopt policies covering all phases of the district school food service program.

(c) To control the sale of food and beverage items in competition with the district approved food service program, including those classified as "foods of minimal nutritional value," listed in Code of Federal Regulations 210, Appendix B. These items may be sold in secondary schools only, with the approval of the school board, one (1) hour following the close of the last lunch period. A school board may allow the sale of carbonated beverages to students in high schools by a school activity or organization authorized by the principal at all times if a beverage of one hundred (100) percent fruit juice is sold at each location where carbonated beverages are sold. However, carbonated beverages may not be sold where breakfast or lunch is being served or eaten. Non-carbonated beverages, including one hundred (100) percent fruit juice, may be sold at all times during the day at any location. Consideration should be given to allowing only the sale of nutritious food and beverage items which meet at least United States Department of Agriculture dietary guidelines for Americans.

(d) To require that when competitive food and beverage items are sold during the school day all proceeds from such sales shall accrue to the food service program or to a school organization approved by the school board.

(e) To provide an alternative food service program for students attending double session schools. The school board, after considering the nutritional needs of all the students attending the school, shall determine the alternative program needed.

(f) To provide facilities and equipment necessary for the efficient and effective operation of the school food service programs, in compliance with Chapter 6A-2, F.A.C.

(g) To provide for the control, administration, supervision, and operation of all of the food service programs of the district. The school board may contract with a food management company to provide food service in one (1) or more schools; provided that the school board shall retain responsibility for its operation, administration, supervision and control, in compliance with the program agreement and federal regulations.

(h) To adopt a policy for providing economically needy students with free and reduced price lunches and breakfasts, when breakfasts are served, that will comply with federal regulations. This policy shall include a plan for verifying economic need of students and shall be approved by the Deputy Commissioner for Finance and Operations.

(i) To adopt policies prescribing procedures for purchases of food and nonfood items in compliance with the requirements of

## Attachment B

Rule 6A-1.012, F.A.C., of these rules, provided that such policies:

1. Shall establish procedures to assure that all foods purchased conform to the Federal Food, Drug and Cosmetic Act, the Federal Meat Inspection Act, and the Meat Inspection Law of Florida, and any other federal or state safeguards relating to wholesomeness of specific items being purchased.

2. May exempt food products except milk from the bid requirements of Rule 6A-1.012, F.A.C. Milk may be exempt under the following conditions:

a. The district school board has made a finding that no valid or acceptable firm bid has been received within the prescribed time; or

b. The district school board has made a finding that an emergency situation exists and may enter into negotiations with suppliers of milk and shall have the authority to execute contracts under whatever terms and conditions as the board determines to be in the best interest of the school system.

(j) To provide optional meal service at cost to Department approved nonprofit child nutrition sponsors of federal or state nutrition programs operating within a district.

(k) To limit, beginning with fiscal year 1984-1985, the amount of funds recovered annually for food service indirect costs to the district's approved restricted federal indirect cost rate, multiplied by the total Food Service Fund expenditures less expenditures for capital outlay, replacement of equipment, and United States Department of Agriculture donated foods; and cash-in-lieu of donated foods.

(l) To conduct a survey at the beginning of each school year, in each school not having a breakfast program asking parents whether their children would participate if a reimbursed breakfast program were available. Within thirty (30) days after completion of the survey, upon due public notice, the superintendent shall present the results of these surveys on a school by school basis to the school board. The survey results shall include the number of students represented by parents requesting school breakfast and recommendations from individual principals desiring a school breakfast program, based on the needs of the children within their school. Upon presentation of the survey to the school board, the school board shall determine whether or not to accept the recommendations of the individual principals and whether or not to accept the breakfast program in individual schools. If surveys have been conducted for three (3) consecutive years and the school board has not established a breakfast program, the survey may be conducted thereafter once every three (3) years.

(3) The school principal and local school staff shall have the following responsibilities:

(a) To comply with federal and state laws, regulations and district school board policies.

(b) To effect, through classroom instruction and learning experiences outside the classroom, ways to increase the pupil's knowledge concerning nutrition.

(c) To schedule meal serving periods in such a manner as to permit and encourage maximum student participation in the food service program.

(4) Forms ESE 156, Preaward Nondiscrimination Compliance Review Summer Food Service Program for Children; ESE 195, Monthly Claim for Reimbursement Summer Food Service Program for Children; ESE 196, Summer Food Service Program for Children Application for Participation; ESE 197, Summer Food Service Program for Children Site Information Sheet; ESE 198, Summer Food Service Program for Children Agreement; ESE 003, Food Service Special Revenue Financial Report; ESE 157, Application for Change in Food Service Program; ESE 174, Monthly Reimbursement Voucher School Lunch and Breakfast Programs; ESE 177, Monthly Reimbursement Voucher Special Milk (Only) Program; ESE 178, Private School/Institution Financial Report; ESE 491, National School Lunch, School Breakfast and Commodity School Program Application, Agreement & Policy Statement; ESE 472, Special Milk Program for Children Application, Agreement and Policy Statement; and Form ESE 080, Breakfast Program Supplement Report are hereby incorporated by reference and made a part of this rule to become effective September, 1999. These forms may be obtained from the Administrator of Information Services and Accountability, Division of Technology and Administration, Department of Education, The Florida Education Center, Tallahassee, Florida 32399.

*Specific Authority 1006.06(2) FS. Law Implemented 1006.06, 1006.0605, 1006.0606 FS. History—Amended 3-26-66, 4-17-72, 4-19-73, 10-20-73, Revised 6-17-74, Repromulgated 12-5-74, Amended 5-4-76, 10-18-77, 12-11-79, 1-7-81, 7-28-81, 9-23-81, 6-28-83, 10-15-84, 7-10-85, Formerly 6A-7.42, Amended 5-3-88, 5-16-90, 6-30-92, Formerly 6A-7.042, Amended 10-11-99, 1-25-00, Formerly 6-7.042. Cf. National School Lunch Act as amended (42 USC) Sections 4 and 11, and Child Nutrition Act of 1966 as amended (42 USC) Sections 4 and 5, 7 CFR, Part 210, Section 210.6, CFR 210, Appendix B, CFR Parts 215, 220, 225, 226, 227, 235, 240, 245, 250, and 252.*

# Smart Snacks in School

## USDA's "All Foods Sold in Schools" Standards

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today's school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The *Smart Snacks in School* standards will build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

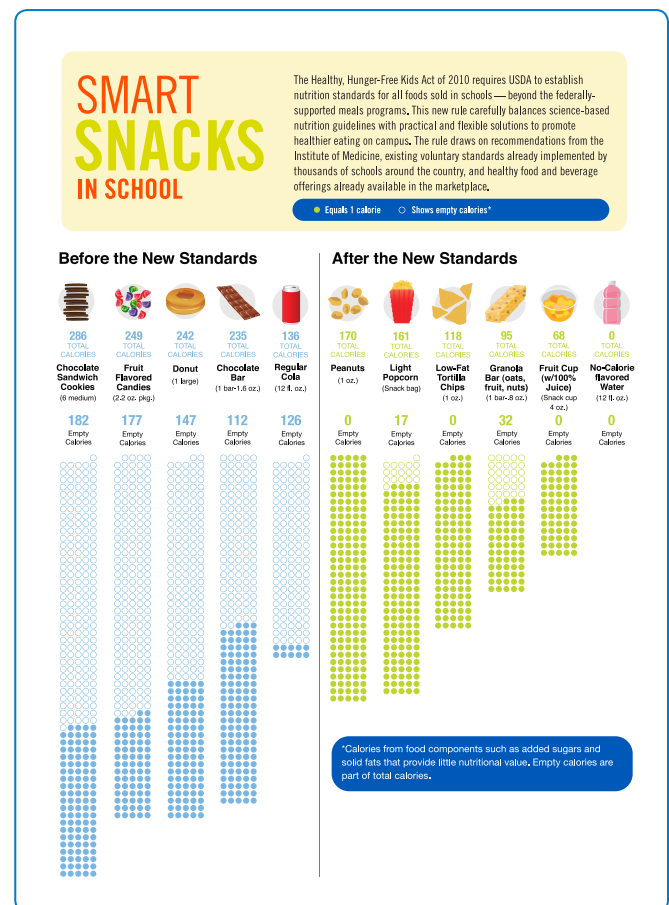
*Smart Snacks in School* also support efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.

### Nutrition Standards for Foods

- Any food sold in schools must:
  - Be a "whole grain-rich" grain product; or
  - Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
  - Be a combination food that contains at least ¼ cup of fruit and/or vegetable; or
  - Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).\*
- Foods must also meet several nutrient requirements:
  - Calorie limits:
    - Snack items: ≤ 200 calories
    - Entrée items: ≤ 350 calories
  - Sodium limits:
    - Snack items: ≤ 230 mg\*\*
    - Entrée items: ≤ 480 mg
  - Fat limits:
    - Total fat: ≤ 35% of calories
    - Saturated fat: < 10% of calories
    - Trans fat: zero grams
  - Sugar limit:
    - ≤ 35% of weight from total sugars in foods

\*On July 1, 2016, foods may not qualify using the 10% DV criteria.

\*\*On July 1, 2016, snack items must contain ≤ 200 mg sodium per item



## Nutrition Standards for Beverages

- **All schools may sell:**
  - Plain water (with or without carbonation)
  - Unflavored low fat milk
  - Unflavored or flavored fat free milk and milk alternatives permitted by NSLP/SBP
  - 100% fruit or vegetable juice and
  - 100% fruit or vegetable juice diluted with water (with or without carbonation), and no added sweeteners.
- **Elementary schools may sell up to 8-ounce portions, while middle schools and high schools may sell up to 12-ounce portions of milk and juice. There is no portion size limit for plain water.**
- **Beyond this, the standards allow additional “no calorie” and “lower calorie” beverage options for high school students.**
  - No more than 20-ounce portions of
  - Calorie-free, flavored water (with or without carbonation); and
  - Other flavored and/or carbonated beverages that are labeled to contain < 5 calories per 8 fluid ounces or ≤ 10 calories per 20 fluid ounces.
  - No more than 12-ounce portions of
  - Beverages with ≤ 40 calories per 8 fluid ounces, or ≤ 60 calories per 12 fluid ounces.

## Other Requirements

- **Fundraisers**
  - The sale of food items that meet nutrition requirements at fundraisers are not limited in any way under the standards.
  - The standards do not apply during non-school hours, on weekends and at off-campus fundraising events.
  - The standards provide a special exemption for infrequent fundraisers that do not meet the nutrition standards. State agencies may determine the frequency with which fundraising activities take place that allow the sale of food and beverage items that do not meet the nutrition standards.
- **Accompaniments**
  - Accompaniments such as cream cheese, salad dressing and butter must be included in the nutrient profile as part of the food item sold.
  - This helps control the amount of calories, fat, sugar and sodium added to foods by accompaniments, which can be significant.

## Public Comment

USDA is seeking comments on these standards. The formal 120-day comment period is open through October 28, 2013. We also want to continue to receive feedback during implementation of the standards, so that we are able to make any needed tweaks to the standards based on real-world experience. Feedback from students, parents, school food staff, school administrators, State agencies and other interested parties is critical to ensuring successful standards.

To find the standards online, simply go to <http://www.regulations.gov> and search by the docket number, which is FNS-2011-0019, or you may type in the name of the rule “Nutrition Standards for All Foods Sold in School”.

**Comment Online:**  
<http://www.regulations.gov>

**Comment by Mail:**  
William Wagoner  
Section Chief, Policy and  
Program Development Branch  
Child Nutrition Division  
Food and Nutrition Service  
P.O. Box 66874  
St. Louis, MO 63166





## Attachment D

## Food and Nutrition Services Purchases

	<b>2012-2013 PURCHASE</b>		<b>2013-2014 PURCHASE</b>
	<b>CASE</b>		<b>CASE</b>
<b>20 OZ</b>		<b>20 OZ</b>	
DASANI	7,687	DASANI	8,215
POWERADE ZERO	3,670	POWERADE ZERO	3,555
DASANI FLAVORS	397	DASANI FLAVORS	374
GLACEAU VW ZERO	89	GLACEAU VW ZERO	60
<b>10 OZ</b>		<b>10 OZ</b>	
MM JUICES TO GO	2,897	MM JUICES TO GO	2,985
MM FRUIT PUNCH	712	MM FRUIT PUNCH	827
MM OJ	301	MM OJ	352
<b>12 OZ</b>		<b>12 OZ</b>	
POWERADE	2,167	POWERADE	2,811
MM LEMONADE	463	MM LEMONADE	671
<b>18.5 OZ</b>		<b>18.5 OZ</b>	
GOLD PEAK -12ct	500	GOLD PEAK	758
<b>300 ML</b>		<b>300 ML</b>	
DASANI	41	DASANI	8
<b>16.9 OZ</b>		<b>16.9 OZ</b>	
GLACEAU VW ZERO	0	GLACEAU VW ZERO	1
GLACEAU FRTWTR	75	GLACEAU FRTWTR	1
<b>200 ML-40ct</b>		<b>200 ML</b>	
MM OJ	110	MM OJ	200
MM JUICES TO GO	243	MM JUICES TO GO	768
MM FRUIT PUNCH	478	MM FRUIT PUNCH	1,345
<b>Totals</b>	<b>19,830</b>	<b>Totals</b>	<b>22,931</b>

## Attachment E

## Vending Machine Sales

	<b>2012-2013 VENDING SALES</b>		<b>2013-2014 VENDING SALES</b>
	<b>CASE</b>		<b>CASE</b>
<b>20 OZ</b>		<b>20 OZ</b>	
C C CHERRY ZERO	302	C C CHERRY ZERO	439
DASANI	198	DASANI	259
COCA COLA ZERO	163	COCA COLA ZERO	219
MELLO YELLO ZERO	86	MELLO YELLO ZERO	163
SPRITE ZERO	96	SPRITE ZERO	151
FA ORANGE ZERO	91	FA ORANGE ZERO	134
PA ZERO MIXED BERRY	66	PA ZERO MIXED BERRY	89
DIET COKE	115	DIET COKE	55
PA ZERO FRUIT PUNCH	30	PA ZERO FRUIT PUNCH	45
GLACEAU VWZ RISE	41	GLACEAU VWZ RISE	27
COKE CLASSIC	15	COKE CLASSIC	14
CHERRY COKE	8	CHERRY COKE	5
SPRITE	3	SPRITE	4
FA ORANGE	0	FA ORANGE	0
PA ZERO GRAPE	1	PA ZERO GRAPE	0
<b>12 OZ</b>		<b>12 OZ</b>	
COKE CLASSIC	578	COKE CLASSIC	588
DIET COKE	356	DIET COKE	398
COCA COLA ZERO	261	COCA COLA ZERO	254
CHERRY COKE	208	CHERRY COKE	236
SPRITE	163	SPRITE	136
FA ORANGE	11	FA ORANGE	23
FUZE ICE TEA LEMON-KO	3	FUZE ICE TEA LEMON-KO	6
BQ ROOT BEER	2	BQ ROOT BEER	6
MELLO YELLO	0	MELLO YELLO	4
MM LEMONADE	3	MM LEMONADE	2
PIBB XTRA	0	PIBB XTRA	1
NT SWEETENED LEMON	8	NT SWEETENED LEMON	0
<b>10 OZ</b>		<b>10 OZ</b>	
MM APPLE JUICE	13	MM APPLE JUICE	66
MM ORANGE	39	MM ORANGE	22
300 ML		300 ML	
DASANI	2	DASANI	0
<b>TOTAL</b>	<b>2,862</b>	<b>TOTAL</b>	<b>3,346</b>

## **St. Johns County School District Wellness Policy**

**Background Information.** The Wellness Policy is mandated by Public Law 108-265, which requires each school district participating in the National School Lunch Program and National School Breakfast Program to establish, maintain, and update a local wellness policy by the beginning of each school year.

**Philosophy.** St. Johns County School District is committed to providing school environments that promote and protect children's health, well-being, and ability to learn through curriculum, activities and life skills. Wellness is a result of health (knowledge), physical health, and social-emotional health. Good health is essential for learning and cognitive ability. Ensuring good health when children are of school age can boost attendance and educational achievement. In addition, healthy staff can more effectively perform their assigned duties and model appropriate wellness behaviors for students. This policy incorporates the eight interactive components of the Coordinated School Health Program.

**Implementation.** A district and school contact will be designated with the responsibility to ensure that the schools meet this policy. A review of the policy by an oversight committee will take place periodically to help assess compliance, progress, and determine areas in need of improvement. As part of that assessment, the school district will review the following:

- The policies of the National Alliance for Nutrition and Activity.
- Provision of environments that support healthy eating and physical activity.
- Nutrition and physical education policies and program elements.
- The Wellness Oversight Committee members to ensure a diverse group including district and school personnel, teachers of health and physical education, community school health professionals, parents, and students participate in the implementation and assessment of this policy.

**Assessment Tool.** Develop, utilize, and implement an assessment tool incorporating aspects of the School Health Index and Florida Healthy School Self-Assessment in the district tool.

**Evaluation.** The oversight committee will analyze data gathered from the above source and establish a system for communicating data and further revisions of the policy between team members, administration, school staff members, parents and community.

## Attachment F

Component	Goals and Guidelines
<p><b>Nutrition Services.</b> Access to a variety of nutritious and appealing meals within the School Food and Nutrition Service Department and at schools that accommodate the health and nutritional needs of all students. Healthy foods support student physical growth, brain development, resistance to disease, emotional stability and ability to learn.</p>	<p><b>School Meal Guidelines.</b> Requires the use of products that are high in fiber (51% whole grain), low in added fats (less than 10% saturated fats and 0g trans fat), sugar and/or sodium, and served in appropriate portion sizes consistent with United States Department of Agriculture (USDA) standards. Menu and product selection shall include student, parent, staff and community advisory group input whenever possible.</p> <p><b>Meal Services.</b> Schools will schedule meal times that allow students adequate time to eat their breakfast and lunch. The National Association of State Boards of Education Policies and guidelines for reimbursable meals shall not be more restrictive than federal and state regulations require. Nutrition services shall support classroom activities and a “learning lab” concept for all elementary students that includes instruction in good nutrition practices that promote health and reduce obesity.</p> <p><b>Breakfast.</b> St. Johns County School District shall provide and encourage participation in the school breakfast program.</p> <p><b>Special Dietary Needs.</b> The district will provide meal substitutions or modifications for children who are considered disabled under Section 504 of the Rehabilitation Act of 1973 or the Individuals with Disabilities Act (IDEA) when the need is certified by a licensed physician. The school nurse, food service personnel, and parent should communicate closely to implement meal plans.</p> <p><b>Free and Reduced Lunch.</b> St. Johns County School District shall encourage and assist with participation of eligible students in the free and reduced price meal program.</p> <p><b>Incentive, Rewards, and Punishment.</b> School staff will be encouraged to not use food, especially that of low nutritional value, for student rewards and celebrations.</p> <p><b>Competitive Foods.</b> For the purposes of this policy, "competitive foods" are defined as any foods or beverages made available for sale to students other than those foods or beverages sold under the National School Lunch Program or School Breakfast Program. Competitive foods sold by the Food and Nutrition Services Department will comply with the Healthy, Hunger-Free Kids Act of 2010 – Smart Snack Rule.</p> <p><b>Fundraising.</b> The School Board recognizes certain school groups desire to sell food and beverages during the school day as a fund raising activity.</p> <p>Elementary Schools: Elementary schools may not sell any competitive food or beverages during the school day as a fundraiser.</p> <p>Middle and High Schools: Subject to the principal's approval, competitive food and beverage items may be sold one hour past scheduled lunch period. The competitive food and beverage items must meet the nutrition standards for competitive foods as defined in 7 CFR 210.11, the Smart Snacks Rule, and cannot consist of ready-to-eat combination foods of meat or meat alternate and grain products.</p> <p><b>Vending machines, Beverages.</b></p> <p>Vending may not occur where the National School Lunch Program or School Breakfast Program are in operation.</p> <p>All beverage vending machines in high school public areas at school shall include within the embankment of machines:</p> <ul style="list-style-type: none"> <li>❖ Water</li> <li>❖ 100% fruit juice</li> <li>❖ Beverages compliant with the Healthy, Hunger-Free Kids Act of 2010 – Smart Snacks Rule</li> </ul>

## Attachment F

	<p>All beverage vending machines in middle school public areas will not be turned on until one hour past the last lunch.</p> <p>All beverage vending machines in the elementary school public area will not be turned on until the end of the school day.</p> <p><b>Vending Machine, Foods/Snacks.</b></p> <p>Vended competitive foods may not be sold where the National School Lunch Program or School Breakfast Program is in operation.</p> <p>Vending of competitive foods / snacks is allowed. The competitive food and snack items must meet the nutrition standards for competitive foods as defined in 7 CFR 210.11, the Smart Snacks Rule, and cannot consist of ready-to-eat combination foods of meat or meat alternate and grain products.</p> <p>All food / snack vending machines in high school public areas will not be turned on until one hour past the last lunch.</p> <p>All food / snack vending machines in middle school public areas will not be turned on until one hour past the last lunch.</p> <p>All food / snack vending machines in the elementary school public area will not be turned on until the end of the school day.</p> <p><b>Nutritional Training.</b> Training will be provided for food services and school site staff as well as students and families through inservice, lessons, pamphlets, school newsletters and websites.</p>
Component	Goals and Guidelines
<p><b>Health/Nutrition Education and Promotion.</b></p> <p>Health/Nutrition curriculum will be part of the regular instructional program. It will be designed to motivate and assist students in maintaining and improving their health, enabling them to develop the skills and attitudes necessary for health-related problem solving and informed decision making.</p>	<p>Each school shall provide for an interdisciplinary, sequential skill-based health education curriculum/program based upon state standards and benchmarks. As a part of the curriculum, nutritional education shall be provided to students. Students shall also be taught communication, goal setting and decision making skills that enhance personal, family and community health.</p> <p>Schools will provide information to families that encourage them to teach their children about health and nutrition. Students shall also have access to valid and useful health information and health products and services.</p> <p>The district shall offer training opportunities for teachers and other school staff members in the area of health and nutrition education</p>
Component	Goals and Guidelines
<p><b>Physical Education and Activity</b> Physical education and</p>	<p><b>Elementary and Middle School Physical Education Program.</b> The comprehensive program for elementary and middle grades in the St. Johns County School District is based on state standards and benchmarks and shall include the following program outcomes:</p>

## Attachment F

<p>physical activity shall be an essential element of each school's instructional program. The program shall provide the opportunity for all students to develop the skills, knowledge and attitudes necessary to participate in a lifetime of healthful physical activity.</p>	<ol style="list-style-type: none"> <li>1. Instruction in a variety of motor skills and physical activities designed to enhance the physical, mental and social or emotional development of every student.</li> <li>2. Development of, and instruction in, cognitive concepts about motor skills and physical fitness that support a life-long healthy lifestyle.</li> <li>3. Opportunities to develop positive social and cooperative skills through physical activity participation.</li> <li>4. Instruction in healthy eating habits and good nutrition.</li> <li>5. Use of physical fitness assessment instrument(s) to help students understand, improve and maintain their physical well-being.</li> </ol> <p>Elementary schools will provide 150-minutes per week of physical education that shall consist of physical activities of at least a moderate intensity level and for duration sufficient to provide a significant health benefit to students (30 consecutive minutes) and delivered by instructional personnel approved to teach physical education.</p> <p>Middle schools will offer physical education delivered by certified physical education teachers. Students will be required to take, as a minimum, the equivalent of one semester each year of physical education in grades 6-8.</p> <p><b>High School Physical Education Program.</b> Students in grades 9-12 shall participate in a physical education program that stresses physical fitness and encourages healthy, active lifestyles. Physical education shall be consist of physical activities of at least a moderate intensity level and for a time period sufficient to provide a significant health benefit to students, subject to the differing capabilities of students. The comprehensive program shall be delivered by certified physical education teachers and shall include the following program outcomes:</p> <ol style="list-style-type: none"> <li>1. Development of, and instruction in, cognitive concepts about motor skills and physical fitness that support a lifelong healthy lifestyle.</li> <li>2. Instruction in application of fitness assessment results to guide changes in a personal program of physical activity.</li> <li>3. Instruction in utilization of technology to assess, enhance and maintain fitness and skills.</li> <li>4. Instruction in cognitive concepts relating the role of physical activity in the prevention of disease.</li> </ol> <p>Instruction in cognitive concepts relating the role of physical activity as a potential vehicle for social interaction and cooperative relations within school and family.</p> <p>The district shall offer professional development opportunities to teachers related to physical education teachers.</p>
Component	Goals and Guidelines
<p><b>Healthy and Safe School Environment.</b> A healthy and safe environment for all - before, during, and after school - supports academic success. Safer communities promote healthier students. Healthier students do better in school and make greater contributions to their community.</p>	<p>School buildings and grounds, structures, buses and equipment shall meet all current health and safety standards, including environmental air quality, and be kept inviting, clean, safe and in good repair.</p> <p>Schools and district offices shall maintain an environment that is free of tobacco, alcohol and other drugs.</p> <p>Policies, procedures and appropriate training for students and staff shall support risk management issues, personal safety, violence prevention, and bully and harassment prevention contributing to a safe and secure learning environment.</p> <p>Each work site, school and classroom shall work to create an environment where students, parents/guardians and staff are respected, valued and accepted with high expectations for personal behavior and accomplishments.</p>
Component	Goals and Guidelines
<p><b>Social and Emotional Well-</b></p>	<p>Each school shall provide a supportive environment that includes guidance counseling, and school social work services that encourage students, families and staff to request assistance when</p>

## Attachment F

<p><b>Being.</b> Programs and services that support and value the social and emotional well being of students, families and staff build a healthy school environment.</p>	<p>needed and link them to school or community resources.</p> <p>Students shall be taught skills to express thoughts and feelings in a responsible manner and how to give and receive support from others.</p> <p>Students shall be taught how to recognize, to understand and respect individual differences and how to build positive interpersonal relations.</p> <p>Students and staff shall be encouraged to balance work and recreation and be taught to become aware of stressors that may interfere with health development.</p> <p>The district shall have procedures in place for crisis intervention and provide training for the team.</p>
Component	Goals and Guidelines
<p><b>Health Services.</b> Services are provided for students to appraise, protect and promote health. A broad scope of services from qualified health care providers will be supplied, to respond to the health needs of students and staff.</p>	<p>Primary coordination of health services shall be through the district Health Services Nursing Supervisor and will be implement via school nurses and the health services social worker following the policies and procedures in the health services manual.</p> <p>St. Johns County School District shall collaborate with community health liaisons and resources to promote health and wellness for students, families, staff and community.</p> <p>A coordinated program of accessible health services shall be provided to students and staff and shall 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.</p> <p>Adequate number of staff are trained and certified to provide first aid and CPR at all school sites.</p> <p>Training will be provided and evaluations will be conducted to ensure that all health staff are qualified and adequately trained.</p> <p>Processes are in place to ensure that care of disabled or chronically ill students is coordinated among medical providers, parents, staff and faculty.</p>
Component	Goals and Guidelines
<p><b>Family, School and Community Partnership.</b> An integrated school, parent, and community approach can enhance the health and well-being of students.</p>	<p>Family, student and community partners shall be included on an ongoing basis in both school and district wellness planning processes.</p> <p>The equality and diversity of the school and district community shall be valued in planning and implementing wellness activities.</p> <p>Community partnerships shall be developed and maintained as a resource for school and district programs, projects, activities and events.</p> <p>Schools and the district shall actively develop and support the engagement of students, families and staff in community health and nutrition-enhancing activities and events at the school or community.</p>
Component	Goals and Guidelines
<p><b>Health Promotion for Staff.</b> The district will establish an environment that increases health awareness, promotes positive lifestyles, decreases risk of disease,</p>	<p>District school personnel will be provided and promote opportunities to improve their health status through activities such as health assessments, health education, and health-related fitness activities.</p> <p>The District Wellness Committee will offer encouragement, reasonable incentives and a</p>

## Attachment F

<p>and enhances the quality of life for district school personnel.</p>	<p>worthwhile educational program to district school personnel. By implementing these programs year round, we hope to perpetuate a cultural shift toward better health and well-being.</p> <p>The district will promote the use of on-site health centers for school district personnel.</p> <p>The district's health insurance provider will collaborate and support the district's wellness measures recommended in this policy.</p> <p>Health promotion will be provided to staff through the wellness website for employees, which contain health and benefit information, newsletters, and webinars.</p> <p>A confidential Employee Assistance Program is provided and promoted to school staff.</p> <p>The district will seek community partnerships with health and exercise facilities that can be used at a reduced cost for district school personnel.</p>
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## Attachment G

School/Department	Current Vending Machines
Bartram Trail High	4
Creeside High	4
Crookshank Elementary	1
Cunningham Creek Elementary	1
Durbin Creek Elementary	1
Evelyn Hamblen/Gaines Alternative	1
Fruit Cove Middle	2
Hartley Elementary	1
Hickory Creek Elementary	1
R.B. Hunt Elementary	1
Julington Creek Elementary	1
Ketterlinus Elementary	1
Landrum Middle	1
Liberty Pines K-8	1
Otis Mason Elementary	1
Menendez High	6
Mill Creek Elementary	1
Murray Middle	2
Nease High	4
Ocean Palms Elementary	1
Osceola Elementary	1
Pacetti Bay Middle	1
Palencia Elementaty	1
Patriot Oaks K-8	
Ponte Vedra High	5
PVPV/Rawlins Elementary	2
Gamble Rogers Middle	2
St. Augustine High	3
St. Johns Technical High	4
Sebastian Middle	1
South Woods Elementary	1
Switzerland Point	2
Timberlin Creek	1
Valley Ridge K-8	
Wards Creek	1
The Webster School	2

## Attachment G

School/Department	Current Vending Machines
Administration Building	1
Fullerwood	1
Yates Admin. Building	1
Maintenance Building	1
Crookshank Trans. Complex	1
Nease Bus Garage	
O'Connell Admin.	