



Request for Proposal (RFP)
Franklin County School Board

Release Date: January 27, 2022
RFP No: 2022-001
RFP Title: Exclusive Non-Alcoholic Beverage Rights and Advertising Partnership
Contact: Shannon Venable
Email: svenable@franklincountyschools.org
Phone: 850-670-2810

The Franklin County School Board ("School Board") solicits your company to submit a RFP on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. This RFP must be submitted to The Franklin County School Board, Purchasing Department, 85 School Road, Suite One, Eastpoint, Florida 32328, no later than **10:00 A.M.** local time on **February 24, 2022** and plainly marked RFP No. **2022-001**. RFPs are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST - For each item below, insert Bidder Authorized Agent initials verifying that forms are accurately completed, signed by an officer of the business and returned with the RFP. **Failure to provide all requested documents may result in your RFP being declared non-responsive.**

- | | |
|---|---|
| <input type="checkbox"/> Bidder Acknowledgement Form (this page) | <input type="checkbox"/> Vendor Questionnaire (Exhibit D) |
| <input type="checkbox"/> Dispute Contact – pg. 5, item 22 | <input type="checkbox"/> Drug Free Workplace Certification (Exhibit E) |
| <input type="checkbox"/> Conflict of Interest Certificate (Exhibit A) | <input type="checkbox"/> Certification Regarding Debarment (Exhibit F) |
| <input type="checkbox"/> Vendor Application (Exhibit B) | <input type="checkbox"/> Sworn Statement / Jessica Lunsford Act (Exhibit G) |
| <input type="checkbox"/> Customer Reference [at least 3, sent directly to School Board] (Exhibit C) | <input type="checkbox"/> Affidavit For Claiming Local Purchasing Preference (Exhibit H) |
| | <input type="checkbox"/> Indemnification and Insurance Requirements (Exhibit I) |

THE FOLLOWING MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR RFP. RFPs WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

Authorized Representative's Name/Title	Authorized Representative's Signature	Date	
Company's Name	Telephone Number	FAX Number	
Address	City	State	Zip Code
Area Representative	Telephone Number	FAX Number	
Federal Employer's Identification Number (FEIN)	Email		
Signature of Authorized Officer/Agent: <i>(RFP must be signed by an officer or employee having authority to legally bind the Bidder)</i>		Typed or Printed Name	

I certify that I have not divulged, discussed, or compared this RFP with any other Proposers and have not colluded with any other proposer in the preparation of this RFP in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

By signing and submitting this RFP I certify that I am authorized to sign this RFP for this vendor and further certify unconditional acceptance of the contents of this RFP, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASON(S) CHECKED BELOW

- | | | |
|--|--|--|
| <input type="checkbox"/> Remove our name from this RFP list only | <input type="checkbox"/> Insufficient time to respond to the RFP | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Keep our company on RFP list for future RFPs | <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Our product schedule would not permit us to perform |
| <input type="checkbox"/> We do not offer the product or service requested. | <input type="checkbox"/> Other _____ | |

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RFP IDENTIFICATION LABEL

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your RFP. Place the RFP in a sealed envelope, place the name and address of the Bidder on the label and affix the label to the front of the envelope.

The School Board office is normally open from 8:00 a.m. - 3:00 p.m. Monday through Friday*. If you are hand delivering a RFP, a School Board representative will be available to time/date stamp your submittal during these hours. *Monday – Thursday office hours start June 1st and ends July 31st. Monday – Friday office hours resume August 1st.

Cut out the label below and attach it to your envelope.

Sealed RFP – DO NOT OPEN	Sealed RFP – DO NOT OPEN
RFP Title:	Exclusive Non-Alcoholic Beverage Rights and Advertising Partnership
RFP No.:	2022-001
RFPs Due:	February 24, 2022 @ 10:00 A.M.
From:	_____
Address:	_____ _____
Deliver To:	Franklin County School District Purchasing – Shannon Venable 85 School Road, Suite One Eastpoint, Florida 32328

Sealed RFP – DO NOT OPEN

Sealed RFP – DO NOT OPEN

I. GENERAL TERMS AND CONDITIONS

1. INTRODUCTION. The Franklin County School Board (the Board) is soliciting proposals for the purpose of identifying qualified companies to provide non-alcoholic beverage products for vending, concession stands, and advertising rights for the Franklin County K12 School, the Franklin County Learning Center, and all departments of the Franklin County School District, all in accordance with Conditions, Specifications, and/or Special Provisions attached hereto.

2. SCHOOL BOARD CONTACT: All questions for additional information regarding this RFP must be directed to the designated Purchasing Agent noted on the title page. All contact and requests for clarifications should be submitted via e-mail to: svenable@franklincountyschools.org no later than **February 10, 2022**. Responses will be distributed no later than **February 14, 2022**.

Prospective Bidders shall not contact any member of the Franklin County School Board, Superintendent or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your RFP.

3. DEFINITIONS: The term "Bidder" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "School Board" refers to the School Board of Franklin County, Florida.

4. BIDDER'S RESPONSIBILITY: It is the responsibility of the Bidder to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. RFP package and addenda as well as general information can be found at <https://vrapp.vendorregistry.com/RFPs/View/RFPsList?BuyerId=f15301dc-b9da-411c-a316-04a41c93255f>.

Before submitting their proposal, each Bidder is required to carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this RFP.

5. AWARD: In the event of contract award, this contract shall be awarded to the responsible and responsive company whose proposal is determined to be the most advantageous to the District.

Once proposals are evaluated, the Purchasing Department will post a Notice of Intent to Award by electronic posting at <https://vrapp.vendorregistry.com/RFPs/View/RFPsList?BuyerId=f15301dc-b9da-411c-a316-04a41c93255f> on or about **March 7, 2022** for a period of 72 hours or three business days, whichever is later. Failure to file a protest within the time prescribed in section 120.57 (3) , Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **March 31, 2022** meeting.

6. TERM: Unless otherwise indicated in the detailed specifications the award resulting from the RFP shall be in effect for ten (10) years and will begin after school board approval, on or about April 1, 2022, through March 31, 2032. The Bidder agrees to these conditions by signing this proposal.

7. RESERVATION FOR REJECTION OR AWARD: The School Board reserves the right to reject any or all proposals, to waive irregularities or technicalities, and to request rebids. The School Board reserves the right to award on an individual item basis, any combination of items, total low proposal or, if an alternate proposal is accepted, on such terms as are

specified for the alternate proposal, whichever manner is in the best interest of the School Board.

8. CONTRACT: The submission of your proposal constitutes a firm offer by the Bidder. Upon acceptance by the School Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this RFP. The RFP and the corresponding purchase order(s) will constitute the complete agreement between the successful Bidder and the School Board. Unless otherwise stipulated in the RFP documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

9. FIRM OFFER: Any proposal may be withdrawn until the date and time set for the opening of the RFP. Any proposal not so withdrawn shall constitute an irrevocable offer to provide the School Board the services/products set forth in this RFP. Such offer shall be held open for a period of sixty (60) days from RFP opening date or until one of the RFPs has been awarded by the School Board.

10. CONFIDENTIALITY: Bidders shall be aware that all RFPs provided with an RFP are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.

11. PUBLIC RECORDS LAW: Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Bidders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its RFP is exempt or confidential from disclosure under Florida's public records, the burden shall be on the Bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain.

12. USE OF OTHER CONTRACTS: The School Board reserve the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other City or County governmental agencies, any other School Board, any other Community College/State University system, any cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this RFP if it is in its best interest to do so.

13. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT: All Bidders submitting a response to this RFP agree that such response also constitutes a proposal to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this RFP, should the Bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and

Customer shall not be a party to any transaction between the Contractor and any other purchaser.

The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

14. RFP PREPARATION COSTS: Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP.

15. RFP BONDS AND PERFORMANCE BONDS: No RFP bond is required for this RFP. RFP bonds, **when required** shall be submitted with the RFP in the amount specified in the detailed specifications. RFP bonds will be returned to unsuccessful Bidders. After Acceptance of a RFP, the School Board will notify the successful Bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.

16. RFP OPENING AND FORM: RFP openings will be public on the date and time specified on the Bidder’s Acknowledgement Form. All RFPs received after the time indicated will be rejected as non-responsive and returned unopened to sender. RFPs by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The School Board is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Bidder.

17. CLARIFICATIONS AND INTERPRETATIONS: The School Board reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. In the event of a conflict between the General Bid Terms and Conditions and any Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposal. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the Bidder’s responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be made available at least five workdays prior to the opening date at <https://vrapp.vendorregistry.com/RFPs/View/RFPsList?BuyerId=f15301dc-b9da-411c-a316-04a41c93255f>. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

18. EVALUATION: An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in this RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

19. DEFAULT: In the event that the awarded Bidder should breach this contract, the School Board reserves the right to seek all remedies in law and/or in equity.

20. FUNDING OUT/CANCELATION OR TERMINATION WITH OR WITHOUT CAUSE:

A. WITH CAUSE: In the event any of the provisions of the Contract are violated by the Bidder, the Superintendent or designee shall give written notice to the Bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board or its designee for immediate cancellation. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is

subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

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

C. FUNDING OUT: Florida School Laws prohibit the School Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all Bidders:

The School Board or its designee may, during the contract period, terminate or discontinue the items covered in this RFP for lack of appropriated funds upon the same terms and conditions. Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. School Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this RFP from another vendor in the succeeding funding period.

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

21. TIE RFP: According to FS 287.087, tie RFP preference shall be awarded to Bidders with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a proposal received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both Bidders have a Drug Free Work Place, preference shall be awarded as specified in School Board Policy 6320 in the following order: Local Vendors as specified in School Board Policy, minority business enterprise (MBE) certified by the State of Florida Office of Supplier Diversity, veteran business enterprise, certified by the State of Florida Department of Management Services, by lot or other method the Board may select.

22. DISPUTE: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties. In the event a dispute occurs, or a clarification of contract terms becomes necessary, ***please indicate your company representative for arbitration proceedings.***

Representative’s Name: _____

Telephone Number: _____

Our School Board Representatives will be:

*Ms. Donna Duncan
Donna Duncan, P.A.
(850) 653-8976*

23. PROTESTING RFP SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this RFP or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the RFP or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the School Board administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 3:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the School Board administration is closed.

Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes and School Board Policy 6326. Failure to follow any other requirements in the RFP protest procedures established by the School Board of Franklin County, Florida shall constitute a waiver of all protest rights.

24. PROTESTS TO CONTRACT AWARD: The School Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website at <https://vrapp.vendorregistry.com/RFPs/View/RFPsList?BuyerId=f15301dc-b9da-411c-a316-04a41c93255f>. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this RFP, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the School Board administration is closed shall be excluded in the computation of the 72-hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the School Board administration is closed. Section 120.57(3) (b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Franklin County School Board consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6326. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6326.

25. GOVERNING LAW AND VENUE: All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the state of Florida. Venue in state court shall be in Franklin County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

26. COMPLIANCE WITH STATE/FEDERAL REGULATIONS: All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The Bidder certifies by signing the RFP that the Bidder and his/her 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 Bidder shall immediately notify the Director of Purchasing, in writing. Bidders 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 makes final payment.

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 for convenience, by issuing a certified notice to the Bidder.

27. COMPLIANCE WITH SCHOOL CODE: Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the School Board.

28. NONDISCRIMINATION NOTIFICATION AND CONTACT INFORMATION: No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color, pregnancy or disability or genetic information be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving federal financial assistance, except as provided by law." No person shall deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society.

An employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact:

Karen Peddie
Equity Coordinator and Title IX Compliance Officer
Franklin County School District
85 School Road, Suite One, Eastpoint, Florida 32328
(850) 670-2810
kpeddie@franklincountyschools.org

29. LOCAL PREFERENCE: This RFP is subject to the local preference provisions as specified in School Board Policy 6450.

30. FLORIDA PREFERENCE: This RFP is subject to §287.084 Florida Statutes, which requires, among other things, the following: "A vendor whose principal place of business is outside this state must accompany any written RFP, RFP, 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 to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." Any Bidder, regardless of whether its principal place of business is located inside or outside of this state, who submits any written RFP, RFP or reply documents is responsible for understanding and complying with the requirements of §287.084 Florida Statutes.

31. CHARTER SCHOOLS: Items or services awarded under this contract shall be made available to Charter Schools approved by the School Board. The School Board is not responsible or liable for purchases that may be

II. LICENSURE, INSURANCE AND LIABILITY

1. OCCUPATIONAL LICENSE: The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Franklin County or the State of Florida.

2. WORKER'S COMPENSATION: Bidders shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Bidder shall require subcontractors similarly to provide Workers' Compensation Insurance.

3. LIABILITY: Where Bidders are required to enter or go onto School Board property to deliver materials, perform work or provide services as a result of a RFP award, the Bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.

4. INSURANCE AND INDEMNIFICATION: This General Condition is NOT subject to negotiation and any Bidder submitting a RFP that fails to accept these conditions will be rejected as "non-responsive", unless Bidder is entitled to sovereign immunity by action of the Florida Legislature. Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The Bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Bidder's limit of, or lack of, sufficient insurance protection.

5. RISK OF LOSS: The Bidder assumes the following risks: (1.) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2.) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3.) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School Board, until such property has been delivered to the School Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to Bidder until redelivery thereof to the School Board.

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

7. PATENTS AND COPYRIGHTS: Bidders agree to indemnify and save

harmless the School Board, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

8. PUBLIC RECORDS LAW: Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all bidders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain.

AUDITS, RECORDS, AND RECORDS RETENTION: REQUIRED PUBLIC RECORDS ACKNOWLEDGEMENT

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

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

PUBLIC RECORDS NOTICE

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KAREN PEDDIE, AT KPEDDIE@FRANKLINCOUNTYSCHOOLS.ORG, (850)670-2810, 85 SCHOOL ROAD, SUITE ONE, EASTPOINT, FLORIDA 32328.

III. GOODS AND SERVICES

- 1. WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- 2. PRICING:** All pricing submitted will include all packaging, handling, shipping charges and delivery to any point within Franklin County, Florida to a secure area or inside delivery. **The School Board is exempt and does not pay Federal Excise and State of Florida sales taxes.**
- 3. PRICE ESCALATION:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the School Board reserves the right to negotiate the established RFP price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the School Board.

The School Board may consider pricing increases of the RFP item(s) if the following conditions occur:

- A.** There is a verifiable price increase of the RFP item(s) to the contract supplier.
- B.** The contractor submits to the School Board, in writing, notification of price increases.
- C.** The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
- D.** The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to determine if it is in the best interest of the School Board to adjust the pricing on the products RFP, in conjunction with the contractor's effective date of price increase. The School Board reserves the right to deny any requests for price increases. The contractor must receive written notification from the Director of Purchasing that the School Board is in acceptance of the new prices before processing any orders with the new costs.

4. QUANTITIES: Quantities listed in the RFP are estimates provided for Bidder information purposes only. No guarantee is given or implied as to the exact quantities, which will be purchased from this RFP. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the RFP pricing or the terms and conditions of the RFP.

5. MOST FAVORED CUSTOMER STATUS: The awarded Bidder shall

afford the School Board the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract, or other viable piggyback contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, FCSB reserves the right to purchase the item(s) from the state of Florida or alternate piggyback contract.

6. TERMS OF PAYMENT / INVOICING: The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and contractor's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

7. PURCHASING CARDS: The School Board may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this contract. The Bidder, by submitting a RFP, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the School Board's Purchasing Card(s). Refusal to accept this condition may cause the RFP to be declared non-responsive, or result in revocation of the contract, if already awarded. No third party payment, i.e. Pay pal will be considered.

8. TRANSPORTATION AND TITLE: (1) Title to the goods will pass to the School Board upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School Board will not accept collect freight charges. (3) No premium carriers will be used for the School Board's account without prior written consent of the Director of Purchasing.

IV. BIDDER REQUIREMENTS

1. REFERENCES: Each Bidder is required to submit at least three (3) customer references using the format on the attached "Customer Reference Form" Exhibit C. The Bidder must be the prime contractor for each customer/contract referenced. All references shall be for work performed over the last year at commercial, multi-residential developments and/or institutional complexes for contracts of comparable size. Newly formed companies, corporations, joint ventures; etc. may use an incorporator as a referenced entity. Failure to provide verifiable references may result in the Bidder not being considered for award. Unsatisfactory references may result in the Bidder not being considered for award.

2. LEVEL 2 SCREENING REQUIREMENTS: The following provisions, which implement the requirements of School Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

Finger Printing and Background Check:

The Bidder/contractor agrees to comply with all requirements of School Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that any/all employees have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Franklin County School Board, Safety & Security Department in advance of the Bidder/contractor providing any/all services as required herein. The Bidder/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the School Board to maintain the fingerprints provided with respect to Bidder/contractor and

its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The Bidder/contractor will follow procedures for obtaining employees background screening as established by the Franklin County School Board, Human Resources Department.

Where: Franklin County School Board – Human Resources Department
85 School Road, Suite One
Eastpoint, Florida 32328

When: Monday-Friday
8:00 a.m. – 3:00 p.m.

Point of Contact: Karen Peddie @ 850-670-2810

FCSB Policy 8475 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

3. RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES: If contractor has a Level II clearance registered with another Florida School Board, they may be able to obtain a Franklin County School Board vendor I.D. badge. Contractor should check with the Human Resources Department Fingerprint Services office to verify clearance and obtain a vendor I.D. badge.

4. IDENTIFICATION: All personnel employed by the Bidder, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.

5. CONTACT WITH STUDENTS: No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School Board. Bidder/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

6. WEAPONS AND FIREARMS: The School Board prohibits any contractor from possessing, storing, making, or using a weapon, including a concealed weapon, on School Board property and any setting that is under the control and supervision of the School Board as specified in School Board Policy 7217. Violations will be subject to the immediate termination of the contract.

7. SMOKING AND TOBACCO PRODUCTS: Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A warning may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.

8. ATTIRE: Proper attire shall be worn at all times.

- A. Shirts shall be always worn while on school property. (No tank tops or undershirts will be permitted).
- B. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
- C. Proper shoes to insure the individual's safety shall be worn at all times.

9. INSPECTIONS AND TESTING: The School Board will have the right to inspect and test any of the goods or services covered by this RFP. All

goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, goods will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or services conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or service. All deficiencies noted by the School Board will be submitted to the contractor for correction within ten (10) calendar days after submission of deficiencies to the contractor. An additional inspection of the goods or service may be conducted to insure corrective action was taken.

10. STOP WORK ORDER: The School Board may at any time, by written notice to the Bidder stop all or any part of the work for this contract award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.

- A. Materials or work are not in conformance with applicable codes, standards, School Board specifications and/or accepted practices.
- B. The contractor's activities result in damage to School board property.
- C. The contractor's activities interfere with the normal operation of the facility.
- D. Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities, the contractor's personnel have not received their Level II background clearances.
- E. Any other condition, situation, or circumstance, which in the opinion of the School Board Authorized Representative would be a detriment to the best interests of the School Board if allowed to persist.

11. SAFETY: The Bidder shall be responsible for instructing their employees in all safety measures. All equipment used by the Bidder shall be free from defects or wear that may in any way constitute a hazard to any person or persons on School Board property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

- A. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- B. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- C. The Bidder shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
- D. All incidents on campus involving School Board property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
- E. All debris shall be removed to an environmentally approved landfill or recycling center.

12. EMERGENCIES: In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized School Board representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.

13. DAMAGE TO SCHOOL BOARD OWNED PROPERTY: Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the School Board within twenty-four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized School Board representative, may make repairs that are deemed within its capability. The School Board reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the School Board's operations. Costs of any replacement or repairs made by the School Board for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. This shall not prevent the School Board from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor. When requested, Bidder shall cooperate with any ongoing School Board investigation involving personal injury, economic loss or damage to The School Board's facilities or personal property therein.

14. SUBCONTRACTING: The awarded contractor(s) shall be the primary service provider(s) and shall perform all requested inspections and repairs. Subcontracting for these base services is not allowed.

- A. The School Board, for work where the contractor(s) are requested to perform additional services, may allow subcontracting.
- B. Any work or service to be performed by a subcontractor must have the prior approval of the School Board. The School Board reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the contractor to adjustment of RFP prices. The contractor shall inform the School Board Authorized Representative prior to scheduling any subcontractor's visit to any School Board facility.
- C. Failure by the contractor to have a subcontractor approved by the School Board will not relieve the contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this Agreement.
- D. The contractor(s) shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The School Board shall not be responsible for resolution of disputes between the Bidder and any subcontractor.
- E. The personnel of all subcontractors shall meet all of the requirements as stated herein to include, but not limited to FCSB Policy 8475 and the Jessica Lunsford Act.

15. ON-CAMPUS DIRECTIVES

- A. Upon arrival and departure onto any School Board school campus, the contractor's employees shall enter their company information into the Visitor/Vendor Log Tool provided in the Administrative office of each campus.
- B. Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of School Board property without School Board's expressed prior written consent.
- C. All employees shall enter and leave School Board facilities only through the ingress and egress points designated, from time to time, by The School Board.
- D. The contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the contractor.
- E. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be

protected by contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by contractor to condition at least equal to that existing at the time of contractor's commencement of any project.

- F. Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

16. BIDDER ACCESSIBILITY: The successful Bidder shall provide a liable and responsible representative to be accessible by a Franklin County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for Bidder notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays.

17. CONTACT PERSON: The successful Bidder shall be notified of the name and phone number of the School Board contact person. Only the School Board contact person may authorize changes to the scope of work.

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V. SCOPE OF WORK AND SPECIFICATIONS

1.0 INTRODUCTION AND GENERAL INFORMATION: The School Board is requesting proposals from qualified beverage providers that desire the right to be the exclusive supplier of non-alcoholic beverage products to the customers at the Franklin County K-12 School and Franklin County Learning Center. The purpose of this solicitation is to establish a contract for beverage products for vending, concession stands and advertising rights for the Franklin County School, Franklin County Learning Center, and School Board office of the Franklin County School District.

Franklin County K-12 School: The K-12 consolidated school has a student population of 800 and a staff population of approximately 160. Schools Facilities may elect to have vending machines that are only accessible to students for after-school programs or for athletic fields. All beverages for sale to students on campus from vending machines shall comply with the current USDA *Dietary Guidelines for Americans* and the USDA *Smart Snacks in Schools* regulations, applicable State law, and Florida Administrative Code rule, and shall only be available between thirty (30) minutes following the last school lunch period. Notwithstanding the above, all products may be sold at all hours in teacher lounges or other non-student vending areas.

The Franklin County K-12 School includes the following spaces:

- One indoor athletics gymnasium that hosts Basketball and Volleyball events.
- One indoor multi-purpose gymnasium that hosts school events and activities.
- The Mikel Clark Sports Complex hosts one concession building for Baseball and Softball events, and one concession building for Football, Soccer, Track & Field, and Cross Country events.
- Four (4) vending machines are located campus wide, including teacher lounges and other non-student vending areas. These vending machines are available for staff and visitors during all operating hours.

Franklin County Learning Center and School Board Office: The learning center and district office includes prekindergarten, alternative school, and administration offices. The student population is approximately 60 and the staff population is approximately 30. One staff and visitor vending machine is located on this campus. All beverages for sale to students on campus from vending machines shall comply with the current USDA *Dietary Guidelines for Americans* and the USDA *Smart Snacks in Schools* regulations, applicable State law, and Florida Administrative Code rule, and shall only be available between thirty (30) minutes following the last school lunch period. Notwithstanding the above, all products may be sold at all hours in teacher lounges or other non-student vending areas.

The product line of the awarded Proposer (hereinafter referred to as the "Contractor") will be offered as the exclusive beverage product line available through the District as described in this RFP. The Contractor will have exclusive rights to providing canned and bottled beverage products to be sold in vending machines and concessions. The product line should include non-alcoholic beverages, including water, juice, sports beverages and regular and diet (sugar-free) carbonated and non-carbonated beverages. All products will be procured for the purpose of resale via vending machines and concession stands.

It shall be understood that, for the privilege of exclusivity, the Contractor shall afford the District non-financial and/or financial incentives which should include a sponsorship premium (payable in five (5) annual installments) and other non-financial incentives as may be required or offered for a term of 10 years. For this exclusive agreement, the School Board is requesting financial and/or non-financial incentives as described in Section 7.0. The selected Contractor will be awarded rights for the distribution of water, juice drinks, sports beverages, and regular and diet (sugar-free) carbonated and non-carbonated beverages normally distributed by the Contractor for all schools and departments.

2.0 SCOPE OF SERVICES

- A. The Contractor's product line will be offered as the exclusive canned and bottled beverage products line available through vending machines and concessions. The products shall be the line of non-alcoholic beverages, including water, juice, sports beverages and regular and diet (sugar-free) carbonated and non-carbonated beverages. Products are sold by way of vending machines and in the athletic and event concessions. The District desires a wide variety of beverages to be provided by the Contractor for sale, including water, juices, and isotonic, however Food and Nutrition Services (FNS) reserves the right to offer additional non-competitive beverage choices in the cafeteria that are not included in the Contractor's beverage portfolio.
- B. All Franklin County K-12 Schools products are to be delivered to the school, located at 1250 US Highway 98, Eastpoint, FL 32328 to an area designated by an authorized District representative. And, all Franklin County Learning Center products are to be delivered to the school/district office, located at 85 School Road, Eastpoint, FL 32328, at an area to be designated by an authorized District representative. Deliveries shall be made during normal business hours, Monday – Friday, 8:00 a.m. to 3:00 p.m.
- C. The products to be sold on District owned property will be by mutual agreement between the District and the Contractor.

- D. The District shall not be required to provide personnel for selling beverages. However, if the District desires to sell over-the-counter beverages in the cafeteria and at events with its own personnel, the Contractor shall be required to provide beverages at a cost not greater than the cost stipulated in the Contractor's proposal for sale at District or school related events.
- E. The Contractor will provide new or like new equipment for the beverage products that is of maximized energy efficiency for the entire term of the Agreement. All equipment must be aesthetically appealing, as determined by the District. Vending machines shall be quiet and not disruptive to the activities on-going on District property.
- F. The District may reject machine signage or logo if deemed objectionable or a distraction to the activities in any District facility or on District property.
- G. All machines shall have automatic sales counters which can be used for sales verification by the District, or its representatives.
- H. Ownership of all beverage equipment shall remain with the Contractor. The Contractor assumes all risk of damage or theft, however, the District will use reasonable precautions to protect the Contractor's equipment.
- I. The installation and expense of installation of vending machines shall be the Contractor's responsibility. The District shall cooperate with, and support, reasonable requests from the Contractor in this regard. The Contractor shall be responsible for the maintenance and repair of vending equipment and any other equipment it provides for use on District property, which is Contractor owned during the term of this contract. The District will exercise prudent care in the handling and operation of any such equipment. The Contractor must ensure that each vending machine is not out of service for more than 24 hours from the time of notification by any District employee of a malfunction. The Contractor shall replace machines, which are chronically out of service or malfunctioning.
- J. The District shall furnish, at no cost to the Contractor, the necessary electricity for the operation of the vending machines. The District shall take reasonable measures, consistent with the District mission, to avoid power loss and to restore power if, and when, a power outage occurs. The District shall not be required to relocate any electrical outlets in order to provide electrical power to vending machines at desired locations. The use of electrical cords for vending machine power which are longer than ten feet (10') must be approved by the District. The Contractor shall request, in writing, by no later than 45 days after contract award, the desired installation of additional electrical outlets, or movement of existing electrical outlets. The Contractor shall make recommendations for the purpose of determining electrical outlet and vending machine locations within new or significantly reconfigured schools or facilities. However, final decisions regarding the location of electrical outlets and vending machines shall be solely determined by the District.
- K. The Contractor may not install, move or change machines without prior approval of the District. The District reserves the right, at its sole discretion, to have any equipment removed.
- L. 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.
- M. 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 contract.
- N. In the event the Contractor cannot provide contracted products for any reason to the District, the District reserves the right to obtain these products or similar products elsewhere.
- O. The Contractor must have one (1) 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 public.
- P. The Contractor shall maintain the cleanliness of all vending machines on a weekly basis. It is the responsibility of the Contractor to clean the inside and the outside of all vending machines.
- Q. The District shall not be required, without fee, 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.
- R. 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.
- S. The Contractor shall maintain complete and accurate records for a minimum period of ten (10) years after the close of each year's operation.
- T. In the event the Contractor cannot provide contracted products for any reason to the District, the District reserves the

right to obtain these products or similar products elsewhere.

- U. 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 equipment from the stadium.

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.

- V. All notices relative to this RFP, including but not limited to, initial release, addendums, letters of intent and/or awards will be posted at <https://vrapp.vendorregistry.com/RFPs/View/RFPsList?BuyerId=f15301dc-b9da-411c-a316-04a41c93255f>.
- W. Lobbying: Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any District Employee, School Board Member or Superintendent of Schools, after the Purchasing Department releases the solicitation to the general public.

This "Cone of Silence" shall go into and remain in effect from the time of release of the solicitation until the contract is awarded by the Board. All communications regarding this solicitation shall be directed to the designated point of contact. Any bidder and associated bid found to be in violation of this requirement shall be declared non-responsive, returned unopened, and the bidder facing possible disbarment.

- X. The Contractor may be required by the District at any time to provide a schedule of the routes and supplies, deliveries, and installations upon award of contract which show the order in which the Contractor proposes to perform the installations and daily or weekly deliveries.
- Y. The Contractor shall meet quarterly, or at such other times as may be agreed upon by the parties, with the Contracting Officer, or his/her designee, and key District personnel including to plan and coordinate the services provided under the Contract with the intent to enhance sales in the District in a manner which is educationally sound.
- Z. All state, county, and city license fees shall be paid by the Contractor. The District shall be promptly reimbursed for any penalties or necessary and reasonable expenses due to the Contractor's failure to obtain necessary licenses.

The Contractor shall promptly pay all taxes pertaining to all vending machines resulting from sales through the Contractor's vending machines. The District shall be promptly reimbursed by the Contractor for any penalties or costs resulting from the Contractor's failure to promptly pay such taxes.

The Contractor shall comply with all Federal, State, local and District regulations governing the preparation, handling, and serving of beverages, and shall procure and keep in effect all necessary licenses and permits required by law and agree to post such permits in a prominent place as may be required by law.

AA. BEVERAGE ADVERTISING BENEFITS:

The Beverage Advertising Benefits may include principally the following benefits:

The following advertising and other rights:

- A 2'x5' sign* which must include positive educational message, not just the name of beverage supplier in the Franklin County K-12 School and the Franklin County Learning Center.
- A 2'x3' sign* which must include positive educational message, not just the name of the beverage supplier in each of the other district-owned facilities.
*School Principal/Site Administrator will have to approve all signage as well as the size of such signage.
- Four "eight second" P.A. announcements at each Franklin County Public Schools, high school home varsity football game and basketball game.
- A 4'x8' banner at middle and high school stadiums, where applicable, at all times during the term of the contract.
- Eight (8) season passes to all Franklin County Public Schools, athletic events (Regular Season only).
- Corporate Sponsor Night at one Franklin County Public Schools, athletic event. Benefits to include: Introduction of CEO, product sampling, additional signage opportunities, information distribution, etc. (Different location each year on a rotating basis).

- Exclusive beverage panel advertising on all District scoreboards, corporate partner pays for panels (Principal/onsite Administrator approval).

NOTE: The above benefits shall be inclusive of, and not in addition to, any existing advertising of a similar nature being received by the Offeror for which payment has not yet been made.

- The District shall make a good faith effort to commence the benefits listed in paragraph above within six months after the commencement of the Contract. Contractor acknowledges that certain advertising benefits described above cannot be made available until the second year of the Contract because the events will have been held or the publications published prior to the commencement of the contract. If in the reasonable judgment of the District any of the advertising benefits described above become impractical to deliver, the District may substitute another benefit which has approximately the same benefit to the Contractor. All advertising is subject to the District's policies on advertising, including approval rights in order to ensure suitability. The Contractor shall be responsible for, and shall pay all costs of, designing, laying out and producing such advertising.
- Subject to the advance approval of the District, Contractor shall have the right to distribute promotional items for Beverage Products at no cost to the District, including but not limited to pencils, calendars, book covers, mouse pads, classroom supplies, classroom materials, rulers and planners.
- The District shall use its best efforts to ensure that the benefits described above are afforded the Contractor. For this purpose, the rights of the Contractor shall preclude advertising of Beverage Products directly competing with Contractor's principal Beverage Products. The rights shall apply only with respect to District owned and controlled facilities with respect to which the District retains control of advertising decisions.

BB. COMMISSION PAYMENTS/PROCEDURES

1. Commission payments by the Contractor shall be paid to the District on a monthly basis for the prior month's sales. Effectively these payments should be determined by the value of the contract itself, as well as the value added from forward brand loyalty of District staff, students, and visitors as an annuity over a period of time.
2. The Contractor acknowledges that the Contractor is responsible for, and is taking all risk with respect to any reduction of gross sales due to theft, fire, accident, vandalism, temporary loss of power, weather, pandemics, changes to individual school calendars, temporary or permanent school closures, changes to school or facility construction plans, machine failure (refunds), other acts beyond the Districts control, and actions within the Districts control that are necessary for sound educational reasons (e.g., relocation of vending machines) and that are considered typical for public school systems.
3. Commission Accounting Requirements: The School Board reserves the right to audit prices of items and/or services provided. All financial records of the Contractor pertaining to this contract shall be made available for audit during normal working hours by District designated staff. Invoices submitted by the Proposer shall be in sufficient detail for a proper pre-audit and post-audit thereof. The District must approve the Contractor's monthly report format for the purpose of monitoring the making of monthly commission payments. Such reports shall be submitted to a designated District representative monthly and shall include commission reports by location. The Contractor shall maintain complete and accurate records of vending transactions for each machine in accordance with the accepted industry standards, and will keep such financial records for a minimum period of ten (10) years after the close of each year's operation. The monthly payment must be received by the District cost centers no later than the 20th of each month for activity for the preceding month. Failure to provide monthly drafts or management reports in a timely manner can result in cancellation of the contract.

CC. LICENSES AND TAXES

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

3.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION:

Proposers should become familiar with any local conditions, which 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 services to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Submission of a proposal shall constitute acknowledgement by the proposer that it is familiar with all conditions. The failure to familiarize itself with the sites shall in no way relieve it from any obligations with respect to the proposal.

4.0 IMPLEMENTATION SCHEDULE:

The proposed schedule for selecting and awarding this contract is as follows:

Advertising of Request for Proposal	January 27, 2022
Final date for submission of questions by Bidders	February 10, 2022
Answers to all Questions/Addendum posted if Required	February 14, 2022
Opening and Evaluation of RFPs	February 24, 2022 @ 10:00 a.m.
Evaluation of Proposals	February 25, 2022 – March 4, 2022
Posting of recommendation for award	March 7, 2022
Anticipated Board consideration date	March 31, 2022
Contract inception date	April 1, 2022

5.0 DISTRICT’S RIGHTS AND RESERVATIONS:

- A. The District reserves the right to accept or reject any or all proposals.
- B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.
- C. The District reserves the right, before awarding the Contract(s), to require proposer(s) to submit additional evidence of qualifications or any other information the District may deem necessary.
- D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any proposers or the District.
- E. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
- F. The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer(s).
- G. If an agreement cannot be reached with the highest rated proposer(s), the District reserves the right to negotiate and recommend award to the next highest ranked Proposer(s) or subsequent Proposer(s) until an agreement is reached.

6.0 TERM:

The term of this contract shall be for ten (10) years, beginning on or about April 1, 2022 and ending March 31, 2032.

All terms and conditions of this RFP, any addenda and negotiated terms are incorporated into the contract by reference as set forth herein.

7.0 INCENTIVES:

Respondents should 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.

Each proposal shall contain information, without limitation, on incentives and may include but not be limited to:

- I. Sponsorship Funding: A cash amount offered by the Contractor to the District as a payment for the ten (10) 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 over the first five (5) years of the Agreement. The first installment will be paid within thirty (30) days

after award of the Contract. Subsequent payments shall be made to the District annually on the anniversary date of each remaining year of the agreement.

- II. Complimentary Products: Annual donations to be provided to each school as complimentary product.
- III. Equipment: All refrigerated coolers necessary for the execution of concessions/special events are to be provided by the Contractor. Equipment to remain the property of Contractor, and Contractor may request access to the equipment at any reasonable time. Additional equipment to be donated to the District including but not limited to:
 - a. Merchandising Barrels
 - b. Merchandising Refrigerated Cabinets
- IV. Commissions: Each Contractor shall provide the commission percentage offered for each product to be sold.
- V. 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.

VI. QUESTIONNAIRE AND RESPONSE

A. RFP REQUIREMENTS

Bidders must submit **one (1) original, one electronic (USB drive) and five (5) copies** of their completed RFP. All RFPs submitted in response to this RFP shall become the property of the District. RFPs should be sealed and mailed or hand delivered to: Franklin County Schools, Purchasing Department, Attn: Shannon Venable, 85 School Road, Suite One, Eastpoint, FL 32328.

If any director, officer, employee, agent or other representative of a Bidder, including any other parties that may be involved in a joint venture or a consortium with the Bidder, makes, from and after the date of issuance of this RFP, any representation or solicitation to any member of the School Board or any official, employee or agent of the District, with the exception of, Shannon Venable, Director of Purchasing with respect to the Bidder's response or any other Bidder's response, the District shall be entitled to reject that Contractor's RFP. A representation for the purposes of this requirement can be considered to be anything said or written to any school board member, official, employee or agent which provides information advancing the interests of a RFP.

By submission of this RFP, the proposer certifies:

- A. Prices in this RFP have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- B. Prices in this RFP have not knowingly been disclosed by the proposer and will not be prior to award to any other proposer.
- C. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a RFP for the purpose of restricting competition.

The absence of any of the required supporting information may be cause for declaring your RFP non-responsive. Any additional information the proposer feels will enhance their overall RFP evaluation may be included.

- A. **Bidder Acknowledgement Form** (Page 1 of the RFP)- Submit with all required information completed and signatures as specified.
- B. **RFP Identification Label affixed to your proposal** (Page 3 of the RFP)
- C. **Dispute Resolution Contact** (Page 5 of the RFP)

D. Firm's Experience and References (20 points) – Provide the following general information about your firm:

1. Company information to include contact person, address, phone number, detailed statement of interest and qualifications to include but not limited to:
 - Financial responsibility to include years in business, form of business, i.e. proprietorship, corporation; changes in ownership; bank reference; any other information that details financial responsibility.
 - number of employees along with their qualifications/certifications and years with your firm
 - a listing of current multi-year contracts of similar size and scope
2. Experience of your company or firm with the services as stated in the scope of work of these specifications
3. Three (3) Customer Reference Surveys (Exhibit C)
4. Any additional qualifications of the firm and/or any additional company information that you feel is pertinent to the District's evaluation of your proposal.
5. Identify the management and office support team that will be responsible for providing the required professional services. Detailed resumes' are required for the primary account manager and other key personnel who will be assigned to the District. General information is required for management/administrative personnel at the regional and corporate levels (if applicable). Indicate the specific individual who would serve as the day-to-day contact and be responsible for the operation of the overall program. Describe any potential conflicts of interest you firm may have in the management of this account.

E. Firm's Capabilities and Approach to Services (20 points) – Provide a narrative, which profiles the background, experience, business philosophy and qualifications of the responding firm. Discuss the approach to be used in providing all of the services as described in Section 2.0.

F. Incentives (40 points) - 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. Sponsorship Funding
- b. Complimentary Products
- c. Additional Equipment
- d. Additional Information

G. Products and Pricing (20 points) - Provide a list of all products with portions sizes available and pricing:

1. To be offered through vending machines
2. To be sold to the District, including to be offered through concession stands

H. Required Forms – Exhibits A - I

PROPOSAL EVALUATION	MAXIMUM POINTS
Firm's Experience and References	20
Firm's Capabilities and Approach to Services	20
Incentives	40
Products & Pricing	<u>20</u>
Maximum Points	100

VII. PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Proposers are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in this RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key personnel who will administer and be assigned to work on the contract before recommendation of award. This interview will be based upon the written proposal received.

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered.

Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options:

- (1) award to the best initial proposal(s) without any further discussion or negotiation;
- (2) negotiate with the highest ranked proposer(s); or
- (3) allow the top ranked proposers to make oral presentations.

Proposers are advised to provide their best offer with the initial proposal as the District reserves the right to award Contracts based on initial proposals without further discussion or negotiation.

THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this RFP.

SECTION I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>

	<i>City, State, Zip Code</i>

SECTION II

I hereby certify that the following named Franklin County School Board official(s) and employee(s) having material financial interest(s) (in excess of 5 %) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 47 Avenue F, Apalachicola, Franklin County, Florida prior to RFP opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>

	<i>City, State, Zip Code</i>

EXHIBIT B

FRANKLIN COUNTY SCHOOLS
APPLICATION FOR VENDOR STATUS
(IRS W-9 Facsimile)

COMPANY NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

CORRESPONDENCE ADDRESS: _____

CITY: _____ STATE: _____

ZIP + 4: _____ - _____

REMITTANCE: NAME (if different from above): _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP + 4: _____ - _____

EMAIL ADDRESS: _____ WEBSITE: _____

PLEASE CHECK APPROPRIATE BOX: Individual/Sole Proprietor S Corporation C Corporation Partnership
 Other _____ LLC – Type (Check one) C S P

TAX IDENTIFICATION NUMBER: _____ - _____ OR _____ - _____ - _____
Federal Employer Identification Number Social Security Number

Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.

PLEASE INDICATE THE FOLLOWING: *Minority Vendor? Yes No Male Female

**If yes, certification required –
(Please submit with form)*

Race: Caucasian: Hispanic: African American: Asian:
American Indian: Other: _____

By: _____
Signature Printed Name Date

FCSB site contact requesting vendor: _____
Name Phone/Email

NOTE: ONLINE VENDOR REGISTRATION MAY BE COMPLETED AT ANY TIME AND IS **REQUIRED** UPON ACCEPTING RFP AWARD.

Online vendor registration is located at:
<https://vrapp.vendorregistry.com/Vendor/Register/Index/franklin-county-district-school-board-fl-vendor-registration>

EXHIBIT C

EACH RFP MUST HAVE THREE REFERENCES SUBMITTED DIRECTLY TO THE SCHOOL BOARD AS DESCRIBED BELOW.

CUSTOMER PERFORMANCE REFERENCE SURVEY
Franklin County School Board, 85 School Road, Suite One, Eastpoint, FL 32328 Phone: 850-670-2810 Fax: 850-670-8579
The Next Line To Be Completed by The Firm Being Referenced:
Firm:
FCSD RFP Title: RFP 2022-001 Exclusive Non-Alcoholic Beverage Rights and Advertising Partnership

The Franklin County School District is currently evaluating qualifications of various firms to provide goods or services and the above listed firm has listed you as a reference as having performed similar goods or services for your organization. Please take a few moments to complete the following survey. FAX or EMAIL your response directly to the Franklin County School Purchasing Department, no later than **10:00 a.m. on February 24, 2022**. Your assistance in providing this information is appreciated.

RETURN COMPLETED FORM TO:

Attn: Shannon Venable, Director of Purchasing

Fax: 850-670-8579

Email: svenable@franklincountyschools.org

This Section To Be Completed by Reference Provider:	
What specific good/services did this firm provide? _____	
Was the firm responsive to your needs and requests?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was there good communication between the client and the firm?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was the firm proactive in resolving problems and disputes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was the staff professional and knowledgeable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were the services completed on time and within budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has this firm ever been awarded a repeat contract by your organization for similar goods/services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Would you award a contract to this firm again for similar goods/services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How would you rate the overall performance of the firm:	
<input type="checkbox"/> Excellent	<input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory
Comments: _____	
Name of Person Providing Information:	
Title:	Phone:
Company/Agency:	

EXHIBIT D



VENDOR QUESTIONNAIRE

RFP No. 2022-001 – Exclusive Non-Alcoholic Beverage Rights and Advertising Partnership

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract?
 Yes No

2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?
 Yes No

3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?
 Yes No

4. Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
 Yes No

5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?
 Yes No

6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?
 Yes No

7. Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.
 Yes No

8. Within the next year, does Vendor plan any divestments? If so, explain by attachment.
 Yes No

EXHIBIT E



DRUG FREE WORKPLACE

Preference shall be given to vendors submitting a certification with their RFP/RFP certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. Whenever two or more RFPs that 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 RFP 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 RFPs will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

A business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under RFP 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 RFP, the employees will agree 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.

VENDOR'S SIGNATURE: _____

EXHIBIT F

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

1. The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
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 RFP.

Organization Name	PR/Award Number or Project Name
Name(s) of Authorized Representative(s)	Title(s) of Authorized Representative(s)
Signature(s)	Date

INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon 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 RFP 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," "RFP," 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 RFP is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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.

EXHIBIT G



SWORN STATEMENT – NEW CONTRACTS SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT

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

1. This sworn statement is submitted to The School Board of Franklin County, Florida (hereinafter "Board" or "School Board") by _____ (Print individual's name and title) for _____ (Print name of entity submitting sworn statement) whose business address is _____ and its Federal Employer Identification Number (FEIN) is _____ If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____ (Print individual's name and title) am duly authorized to make this sworn statement on behalf of: _____ (Print name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____ (Type of entity) (eg. a charter bus company) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board has implemented Board Policy 8475 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF FRANKLIN COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____ 20____

_____ is personally known to me OR produced identification

by showing _____
(Type of Identification)

Notary Public – State of _____ My commission expires on: _____

Signature of Notary Public

(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT H

AFFIDAVIT FOR CLAIMING LOCAL PURCHASING PREFERENCE

RFP No. 2022-001 – Exclusive Non-Alcoholic Beverage Rights and Advertising Partnership

Proposer/Bidder/Quoter/Supplier affirms that it is a local business as defined by Policy #6320 of Franklin County Schools and the regulations thereto.

A Franklin county vendor is a private independent vendor that has an established business presence in the District indicated by the following:

- A. Has a physical business location within the District for at least six (6) months immediately prior to issuance of the competitive solicitation.
- B. Provides customer access at the business location.
- C. Holds any required business license through a jurisdiction in the District.
- D. Employs one (1) full-time or two (2) part-time employees in the District, or if the business has no employees, is at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the District.

Please complete the following in support of the self-certification:

Business Name: _____

Address: _____

_____ *Phone* _____ *Fax* _____ *Email*

County: _____ Length of time at this location: _____ # of employees at this location _____

(Signature)

Sworn to and subscribed before me this _____ day of _____ 20____.

_____ is personally known to me OR produced identification

by showing _____
(Type of Identification)

Notary Public – State of _____ My commission expires on: _____

Signature of Notary Public

(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT I

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **RFP No. 2022-001 – Exclusive Non-Alcoholic Beverage Rights and Advertising Partnership**.

The Vendor shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnities, excluding only the sole negligence or culpability of the indemnities. The following shall be deemed to be indemnities: The School Board of Franklin County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

1. **Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
2. **Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
3. **Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.**
4. **The School Board of Franklin County, Florida" must be listed as additional insured on all liability coverage's except Workers' Compensation.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

1. The company must be:
 - a. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
 - b. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

2. With respect only to the Workers' Compensation insurance, the company must be:
 - a. authorized as a group self-insurer pursuant to Florida Statutes or
 - b. authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

**Franklin County School Board
Purchasing Department
Attn: Shannon Venable,
Director of Purchasing
85 School Road, Suite One
Eastpoint, Florida 32328**

The name and address of Franklin County Public Schools, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as "Additional Insured". The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Shannon Venable (850) 670-2810.