

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P. O. Box 391
Bartow, Florida 33831

PURCHASING DEPARTMENT
(863) 534-0563

1915 S. Floral Avenue
Bartow, Florida 33830

REQUEST FOR PROPOSAL (RFP) FOR
HEALTHY SNACK VENDING W/COMMISSION

RFP NO: 049-PLA-0108

NOTICE TO INTERESTED PROPOSERS MAILED: December 20, 2007

DEADLINE FOR RECEIPT OF PROPOSALS: January 29, 2008, 2:00 p.m.

All times stated in this document refer to the Eastern Time Zone (ET)-daylight savings time. The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Board holidays.

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Healthy Snack Vending w/commission, RFP #049-PLA-0108. Sealed proposals will be received until 2:00 p.m. (ET) on January 29, 2008 in the School Board Purchasing Office at the address shown in Section 3.2. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Offices after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is the vendors' responsibility to see that their proposal is properly received at the correct location.

SECTION 1

1.0 Introduction

This is a Request for Proposal (RFP) for an agreement with the Polk County School Board, Polk County, Florida (hereinafter referred to as “PCSB”) for healthy snack vending with commission.

1.1 Demographics

There are over 100 K-12 schools located throughout the district. The current student population is approximately 92,000 students. School population has increased 15%, by nearly 12,000 students, over the past five years and is expected to continue growing. As of 2007-2008 there are: 11 high schools, 3 middle-senior high schools, 18 middle schools, 67 elementary schools (additional new elementary and new high school opening August 2008). Charter Schools may enter into their own agreement under the terms and conditions of this agreement.

Additional District information is available at www.polk-fl.net.

SECTION 2

2.0 Scope of Services

2.1 Overview: The purpose of this Request For Proposal (RFP) is to solicit proposals and establish a contract to provide healthy snack vending service (with commission) for students in selected schools. The contract arrangement is for a consecutive five (5) year period, with the potential for a two (2) year extension.

Student-access healthy snack vending machines placed on a school campus will be strictly on a voluntary basis as determined by the school. At this time, neither the number nor the placement of vending machines at any of the schools is known. It is anticipated that not all schools in the district will participate in this RFP offering healthy snack vending to their students.

EXCLUSIONS: Snack vending in teacher lounges and district office buildings is specifically excluded from this RFP.

- a) The resulting contract will encompass product sales in student-access snack vending machines on those campuses of various elementary, middle and high schools throughout Polk County School District electing to offer healthy snack vending service.
- b) The School Foodservice Department is responsible for items to be vended. All snack items provided must comply with PCSB's Wellness Policy, attached as Appendix A.
- c) The Board or their designee shall have the right to preview all promotional materials, signage and front or side panels of vending machines and to reject any materials reasonably deemed to the Board or their designee to be offensive, disruptive or contrary to sound educational practice. The location, size and appearance of any sign is subject to the Board's (or designee's) approval. Materials promoting a healthier lifestyle are preferred.

2.2 Revenue and Reporting

- a) Commission: The commission offered shall be one single commission covering all items. State the commission you propose for all items.
- b) Payment: One commission check for the total amount of the commission for the activity for the preceding month for all schools shall be remitted by the 20th of each month to: The School Board of Polk County, Florida: Attn: Foodservice Accounting, PO Box 391, Bartow, FL 33831-0391. Each commission check shall be accompanied by a management report detailing commissions earned by each school, by machine, based on the number of items sold per machine.

2.3 Machine Location and Distribution

- a) Vending machines placed on a school campus will be strictly on a voluntary basis as determined by the school. At this time, neither the number nor the placement of vending machines at any of the schools is known.
- b) Contractor shall state in their proposal the number of days after notification of award needed to furnish vendor-owned vending machines and product at all mutually agreed upon sites. Machines used in vending must be installed at contractor's expense. The vending machine locations shall be mutually agreed upon by the successful Contractor and principal/District site administrator.

2.3 **Machine Location and Distribution** (continued)

- c) All vending machines shall be modern and of current mechanical/electronic technology. All machines shall have dollar bill acceptance, bill changing capability, non-cancelable meters for product units and/or sales dollar amounts, locking devices, be electrically efficient, and be aesthetically acceptable to PCSB. Machines shall be new or in “as new” condition. State the size and approximate age of the machines you plan to install, machine dimensions, number of different items the machines will hold and the quantity of each item it will hold. Include full color brochure with manufacturer’s machine specifications.
- d) Based on student population, and on the contractor’s previous experience, state the estimated number of machines, by population, that may be needed at a school that elects to participate in this RFP. The average student population at the high school level is approximately 1750 students; average student population at the middle school level is approximately 890 students; average student population at the elementary school level is approximately 630 students. There are several smaller learning centers and academies within the district that may wish to participate. Their average student population is approximately 117 students in eight learning centers or academies. The number of vending machines placed at any site shall be mutually agreed upon by the principal/District site administrator and the awarded contractor.
- e) Electrical: It will be the school’s responsibility to ensure that proper electrical connections are available at each vending machine location.
- f) Energy Conservation: Contractor must agree to allow the district to install owner-provided power miser devices on contractor’s equipment at the district’s expense if the contractor’s machines are not already so equipped.
- g) Operating Times: There are no restrictions on the hours the vending machines can be on.
- h) Equipment Liability: Neither the School Board nor the School will accept liability for Contractor owned equipment. Contractor must assume all responsibility (liability) for any damage sustained to their owned equipment or products. Neither the School Board nor the school will take special measures to assure the security of the equipment. In addition, the proposer shall be responsible for all costs associated with the requirements of this RFP, including but not limited to installation/removal of machines, repairs, maintenance, service, products, vandalism, security devices against theft, enclosures, theft, fire, water damage, etc. All machines provided by the successful Contractor must be maintained at no charge to the District.
- i) Taxes: The successful contractor shall pay all required sales and use taxes pertaining to the sale of products under this RFP.
- j) Cleanliness: All machines shall be kept clean and sanitary with a regular schedule for cleaning the inside and outside of each machine, as needed. Additional requests for cleaning shall be directed to the contractor. The contractor shall be responsible for removal of supply cartons, crates, wrappings, etc.

2.4 **Administration of Contract**

- a) Service: The School District expects the successful Contractor to offer a consistent level of customer service. State how you plan to service the schools throughout Polk County. Your proposal in response to this RFP should specifically address the issues of stocking cycles to minimize outages, the process for detecting disabled or out of stock machines, the process for installation of new machine/technology over time, general maintenance/cleaning of equipment and your methodology for optimizing the selection of brands in the machine “buttons”. Identify the number of trucks and staff you currently have to service this account.

Service to out-of-order vending machines shall be provided by the contractor by the end of the next business day upon notification by the school/site administrator. Contractor will refund monies lost due

to mechanical failure to deliver product. Refund method shall be negotiated between contractor and school/site administration and will be mutually agreeable to both parties. As part of the service plan, the Contractor must have an experienced individual dedicated to servicing the snack contract and the related needs of PCSB on a daily basis.

- b) Point of Contact: The Contractor must have one dedicated individual who serves as a single point of contact for the District. This individual must understand the snack industry and have ready access to expert marketing support to optimize discretionary sales to the students. As part of your proposal submittal, include a description of the individual and their available local resources to implement and support this RFP.
- c) Management Report: Each commission check shall be accompanied by a management report detailing commissions earned by each school, by machine, based on the number of items sold per machine. Attach a sample report as an exhibit in your proposal.
- d) Laws and Annual Audit: The Contractor shall adhere strictly to all applicable Pure Food Laws Ordinances as well as regulations as adopted and promulgated by the Federal Government, including U.S.D.A., State of Florida, and the local Environmental Health Department, regarding preparation and servicing of vending machines and equipment. The district, at its discretion, may elect to subcontract with an independent firm to audit sales receipts on behalf of our schools.

2.5 **Food Items Inside Awarded Contractor's Machines**

- a) Provide a list of food items that you propose providing in the vending machines and the proposed vend price of each item. This list should include a monthly average number of pieces sold over a six month period for each item (average should be from a company of similar size to the school board). State the size of the company referenced, number of machines and number of employees. Be prepared to document the product and quantity sold within three (3) business days of the request.

The following brands have been recommended the School Foodservice Department as meeting the district's Wellness Policy, attached as Appendix A.

1. All varieties and flavors of Quaker brand Chewy bars, Fruit and Oatmeal bites, Toastables, Ready to Eat Cereal Bowls, Breakfast Squares.
2. All varieties and flavors of Frito Lay brand baked chips, pretzels, Baked Cheetos, reduced fat chips and SunChips.
3. All varieties and flavors of Smartfoods brand popcorn.
4. Snyder's of Hanover Baked Whole Grain Chips, Air-popped buttered pop corn and pretzels meeting the district's Wellness Policy guidelines.

Other brands may be considered by Food Service staff, provided they meet the district's Wellness Policy guidelines. If submitting other brands for consideration, nutritional information shall be provided with your submittal. Samples, if requested, must be received within three (3) business days. The decision regarding acceptability of snack samples shall be final.

- b) It will be the responsibility of the contractor to maintain and rotate all stock utilized in each vending machine. The contractor will monitor food items and brand preference and remove/replace any food item and/or brand which appears to be unacceptable at each location. The School Foodservice Department shall approve all items being placed into machines and reserve the right to remove or replace any and all items that do not meet the district's Wellness Policy.
- c) All products dispensed from vending machines must be of first quality and in manufacturer's packaging. Products must be dated for freshness, with all outdated product removed from the machines prior to expiration of the "freshness" or "sell by" dates. The School Foodservice Department may conduct periodic audits and collect random samples of products to ensure that products contained in machines have appropriate date stamps. Three instances of failure by a vendor to stock fresh items shall constitute default of contract by that vendor.

2.6 Penalties for Incorrect Item(s) In Vending Machines: Vendor shall only stock approved items in the vending machines. If any unapproved item is found in the vending machine at any location, the vendor will be notified in writing to remove the item(s) at all sites within 48 hours.

- a. The first offense the vendor will be charged \$200.00 for each site that has the item.
- b. The second offense the vendor will be charged \$400.00 for each site that has the item.
- c. The third offense the vendor will be charged \$600.00 for each site that has the item.
- d. The fourth offense the vendor will be charged \$800.00 for each site that has the item.
- e. The fifth offense the vendor will be charged \$1000.00 for each site that has the item.
- f. Each offense will escalate in multiples of \$200.00 (i.e. sixth offense will be \$1200.00, seventh offense will be \$1400.00, etc.)

This penalty will be for the entire term of the bid including renewals. It will start at the beginning of the first term and continue through each renewal. This penalty will be billed and must be paid within 30 days of receipt to the School Foodservice Department at the address noted in Section 2.2. b. and will be additional revenue for the School Foodservice Department. Failure to pay the penalty will be grounds for default.

SECTION 3

3.0 Instructions to Proposers:

All times stated in this document refer to the Eastern Time Zone (ET). The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Board holidays.

Proposal Due Date: Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Healthy Snack Vending with Commission, RFP # 049-PLA-0108. Sealed proposals will be received until 2:00 p.m. (ET) on January 29, 2008 in the School Board Purchasing Office at the address shown in Section 3.2. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Offices after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is the vendors' responsibility to see that their proposal is properly received at the correct location.

Provide one original, with manual signature in ink and three photocopies of the proposal submittal (**for a total of (4)**). Proposals must be sealed and clearly labeled RFP for Healthy Snack Vending with Commission, RFP NO. 049-PLA-0108 on the outside of the package. The legal name, address, proposer's contact person, and telephone number should also be clearly annotated on the outside of the package. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

The proposer must provide a transmittal letter that identifies the entity submitting the proposal and includes a commitment by that entity to provide the services required by the District. The transmittal letter must state that the proposal is valid for 90 days from the day after the date that proposals are delivered to the District. A person legally authorized to bind the proposer to the representations in the response must sign the transmittal letter. Failure to include this information may result in the disqualification of the proposal.

By submission and signature of this Transmittal Letter, the proposer certifies full, complete and unconditional acceptance of the contents of this Request for Proposal, all attachments, worksheets, appendices, supplemental materials, and the contents of any addendum released hereto.

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 work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

- 3.1 Pre-Proposal Conference: An optional Pre-Proposal Conference will be held in the Purchasing Department Conference Room at the District office, 1915 S. Floral Avenue, Bartow, Florida, on Monday, January 14, 2008 at 9:00 a.m.. Prospective proposers are encouraged to attend this conference and to bring any questions in writing. Compose questions on paper, ask your questions at the pre-bid conference and give the facilitator a written copy of your questions. Please write each question that you will ask on a separate page indicating the bid page number and section to which the question refers. If possible, answers to all questions timely received will be provided verbally at the conference; however, final and controlling answers will be provided in writing by Addendum to the bid (see Section 3.3). The deadline for questions and requests for additional information shall be at the close of this conference.

Written questions from potential proposers will be accepted by US mail, facsimile or email addressed to the attention of Lynn Adams, via the contact information in Section 3.2 of this RFP. All written questions must be received by the District by January 14, 2008, close of pre-bid conference or 10:30 a.m., whichever is later. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the proposer at their own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. On or about January 16, 2008, the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the same website where this RFP is posted, at www.polk-fl.net/purchasing.

- 3.2 Request For Information: This RFP is issued by the District. The District is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing, to:

Lynn Adams, CPPO, CPPB
Purchasing Services Manager
The School Board of Polk County
Post Office Box 391
Bartow, Florida 33831-0391
FAX (863) 534-0802
Email: Lynn.Adams@polk-fl.net

The physical address for overnight and hand delivery only is:

Lynn Adams, CPPO, CPPB
Purchasing Services Manager
The School Board of Polk County
1915 South Floral Avenue
Bartow, Florida 33830

- 3.3 Anticipated Schedule of Events (some dates may change as conditions warrant)

December 20, 2007	Notice to Interested Proposers Mailed and On-line Posting of RFP
January 14, 2008 9:00 a.m	Optional Pre-Bid Conference (see section 3.1)
January 14, 2008 10:30 a.m. or close of pre-bid conference, whichever is later.	Deadline for Receipt of Written Questions
January 16, 2008	Post of Official Response to Questions on website as addendum
January 29, 2008, 2:00 pm	Deadline for Receipt of Proposals

January 31, 2008
February 1, 2008
February 3, 2008
April 1, 2008

Begin Review, Evaluation and Ranking of Proposals
Interviews with selected firms (if necessary)
Recommendation of Award
Contract Period Begins

- 3.4 Term Of Contract: Contract(s) shall be in full force and effect for a term of five years beginning 4/1/08 or with the effective date of award by the School Board, whichever is later subject always to the right of the District to terminate this Contract, either for cause or without cause, as hereinafter provided in Sections 6.29 and 6.30.
- 3.5 Contract Renewal: The contract may be renewable under the same terms and conditions as the original contract for (2) two additional one year periods based upon funding availability and by mutual written consent of both parties.

SECTION 4

4.0 **Preparation of Proposals and Contents**

In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification.

Table of Contents: Include a table of contents for clear identification of the material by section and by page number.

Transmittal Letter (see Section 3.0)

Tab 1 Ability to Perform

- a) Membership in either: Automatic Merchandising Association of Florida (AMAF), National Automatic Merchandising Association (NAMA) or Florida Amusement Vending Association (FAVA) is preferred and will be a consideration in the evaluation process. Submit documentation of membership for consideration.
- b) State the number of days needed to furnish vendor-owned vending machines and product after award notification and participating sites have been identified (Section 2.3 b)).
- c) State the size and approximate age of machines to be installed, machine dimensions, number of different items the machines will hold and the quantity of each item it will hold (Section 2.3 c)).
- d) State the estimated number of machines, by average student population, that may be needed at a participating site (Section 2.3 d)).
- e) State how you plan to service the schools throughout Polk County. See Section 2.4 a) for specific topics that your proposal should address.

Tab 2 Experience and References

- a) State the number of years in business under present name, number of years performing vending services as related to this RFP; list licenses currently in force.
- a) State whether the firm is local (Polk, Hillsborough, Orange Counties), state (Florida), regional or national and give the location of the office from which service is to be performed. Indicate the number of managers, supervisors and staff employed at the office that will service this account. It is expected that the awarded contractor will have a dedicated individual to serve as a single point of contact for the RFP. Include the address and contact information for this individual, their available local resources to implement and support this RFP and the location of the office from which this person will provide service. The location of the servicing office(s) will be a consideration in the evaluation process.
- b) Provide a minimum of three (3) major public school systems, universities or colleges your firm now services in a primary capacity. Include the entity name and address, contact name and title, telephone number and email address for each reference provided. Failure to submit references may be cause for declaring the vendor's proposal as non-responsive. References should include entities that are currently utilizing the vending services described in this RFP. The District reserves the right to contact any client, whether or not listed in the response to this proposal, to obtain information regarding work that the proposer has performed.

Tab 3 Qualifications

Financial: In order to be evaluated and considered for award, Respondent must demonstrate financial stability to PCSB. Respondent must provide at a minimum, the following financial information:

- a) Completed Vendor Statement of Qualifications (See **Appendix B**)
- b) Completed Acknowledgement of Business Type (See **Appendix C**). The Respondent shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) The respondent shall identify whether the business entity is ownership. If the Respondent is a corporation, provide a copy of the certification from the Florida Secretary of State verifying respondent's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.
- c) **Principals:** The Respondent must provide the name and address of all persons or entities serving or intending to serve as principals in the respondent's firm.
- d) **Federal Debarment and Non-Collusion Certification:** Submit Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions form and the USDA Non-Collusion Affidavit included with this document.
- e) **Drug-Free Workplace:** Whenever two or more proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the proposal
- f) **Summary of Litigation:** Provide a summary of any litigation, claim(s), proposal, bid or contract dispute(s) filed by or against the Respondent in the past five (5) years, which is related to the services, that Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief involved.
- k) **Conflict of Interest:** The proposer must disclose any contractual relationship that exists or has existed during any part of the period of time from January 1, 2000 through the present, between the proposer, or a predecessor organization of the proposer, or a subcontractor included in the proposer's response to this RFP, and the Polk County School District. Not every prior or existing contractual relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Proposer should not merely state the conclusion that no conflict of interest exists. Proposers also must disclose any existing business or personal relationship between the proposer, its principals, or any affiliate or subcontractor, and the District, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The District will make the final determination regarding the existence of a conflict of interest.

Tab 4 Commission. See Section 2.2 and 2.4 c).

Tab 5 Additional Information: Any other information requested in this RFP but not included above.

SECTION 5

5.0 Evaluation of Proposals

- 5.1 Proposal submittals will be received and publicly opened. Only the names of respondents will be read at this time.
- 5.2 A Proposal Evaluation Committee (PEC) will convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria as outlined below. The evaluation factors will include, but are not limited to qualifications, experience of the firm, commission offered, required submittals and other information regarding the firm's abilities to perform the required services. The Procurement Director and/or designee will participate in an advisory capacity only.

Public Notice of Proposal Evaluation Committee meetings will be posted on the PCSB website: <http://www.polk-fl.net/community/doingbusinesswithus/evaluationsandnotices.htm>

I.	Ability to Perform	200
II.	Experience and References	200
III.	Qualifications	200
IV.	Commission Offered	400
	Total Points	1000

- 5.3 The Proposal Evaluation Committee reserves the right to interview any, all or none of the proposers that responded to the RFP and to require formal presentations with the key personnel who will administer and be assigned to provide the services as required in this RFP. This interview is to be based upon the written proposal received.
- 5.4 The Proposal Evaluation Committee reserves the right to conduct site visits of the respondent's facilities and/or of a current project they are managing.
- 5.5 PCSB reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service. If a mutually beneficial agreement with the first selected proposer cannot be reached, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- 5.6 PCSB will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the School Board. However, it is anticipated that the review/evaluation process will be completed in a timely manner. The Purchasing Department will endeavor to notify in writing all respondents of any unexpected delays as noted above or otherwise determined. Note: **A "final and best offer" may be negotiated; however, proposers are cautioned to provide their best offer initially.**
- 5.7 Award and Contract: Following the selection and upon final negotiation of the Contract terms and conditions with the top-ranked proposer, recommendation(s) for contract award, as required, will be submitted to the Superintendent. The Superintendent will recommend to the School Board the award or rejection of any and/or all proposal(s).

The School Board, at its sole judgment, will award or reject any or all proposals as is in the best interest of the District and the decision shall be final.

SECTION 6

6.0 General Terms and Conditions

6.1 School Board Obligations

The District accepts no obligation for the costs incurred in responding to this RFP in anticipation of being awarded a contract. The District reserves the right to select qualified responses to this RFP without discussion of the responses with the proposers. The District reserves the right to reject any or all submitted proposals.

6.2 Vendor Obligations

Vendors are invited to submit proposals in accordance with the requirements outlined in this document. By submitting a signed proposal, a vendor agrees that it fully understands this RFP and must abide by the terms and conditions contained therein. The proposals are required to address all specifications in this RFP and must specifically highlight in the proposal on a page entitled "Exceptions to RFP" any deviations or variations from the commodity/service requested in the RFP. If no such page is included in the proposal, the District will expect the proposer to provide the commodity/service requested in the RFP and to enter into a contract on that basis at their proposed costs, if selected to perform the work. Unauthorized exceptions, amendments, or deviations will not be accepted. The decision of the District will be final in this regard.

Cost of preparation of a response to this request for proposal are solely those of the proposer, and the District assumes no responsibility for any such costs incurred by the proposer.

The responsibility for determining the full extent of exposure to risk and verification of all information rests solely with the company submitting a response. Neither the District nor its representatives shall be responsible for any error or omission in this request for proposal, nor the failure on the part of the responder to determine the full extent of exposure to risk.

6.3 Lobbying

Proposers are hereby advised that lobbying is not permitted with any district personnel or board members related to or involved with this RFP. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract.

Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

6.4 Open Records

All responses to this RFP are subject to release as public records. Proposers are advised to consult with their legal counsels regarding any material in their proposals that the proposer believes should not be public record. The District assumes no obligation or responsibility for asserting legal arguments on behalf of potential vendors.

6.5 Contract Elements

The requirements appearing in this RFP will become part of the contract with the proposer. The contract between the parties will consist of a written Agreement (if required by the District), the RFP, and the successful proposal, together with any modifications that are agreed to by the District and the proposer.

6.6 Public Entity Crimes Statement and Convicted Vendor List

In accordance with Section 287.133(2)(a), Florida Statutes, the following information is part of this RFP:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

6.7 Discriminatory Vendor List

Per the provisions of Florida Statute 287.134(2)(a), “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.” The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

6.8 Federal Debarment Certification

Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

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

6.9 Non-Collusion

The bidder certifies, by submission and signature of this proposal, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the vendor to solicit or secure this proposal and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the vendor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this proposal.

The vendor further certifies that its proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

6.10 Conflict of Interest

The proposer must disclose any contractual relationship that exists or has existed during any part of the period of time from January 1, 2000 through the present, between the proposer, or a predecessor organization of the proposer, or a subcontractor included in the proposer's response to this RFP, and the Polk County School District. Not every prior or existing contractual relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Proposer should not merely state the conclusion that no conflict of interest exists. Proposers also must disclose any existing business or personal relationship between the proposer, its principals, or any affiliate or subcontractor, and the District, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The District will make the final determination regarding the existence of a conflict of interest.

6.11 Compliance with the Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/transportation/fingerprinting.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

6.12 Insurance

The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the School Board a certificate of insurance showing his coverage with the following minimum requirements:

TYPE OF INSURANCE

Worker's Compensation
Commercial General Liability

Automobile Liability

(All owned autos, or any auto if vehicles other than owned are used).

LIMITS OF LIABILITY

Statutory

Combined Single Limit

\$1,000,000 per occurrence

\$1,000,000 Combined Single Limit

The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for commercial general liability insurance and as a certificate holder for automobile. All insurance must be issued by a company or companies approved by the School Board.

The VENDOR shall be responsible for assuring that the insurance remains in force for the duration of the contractual period. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.**

6.13 Payment to Vendor

Payment under the contract will be made following receipt and approval of required services/deliverables. Invoices must be submitted in detail sufficient to enable a proper audit of charges for completed work.

6.14 Subcontractor Information

The proposer must provide a statement from each proposed subcontractor, signed by an individual authorized to legally obligate the subcontractor, attesting to the fact that they will provide the services as represented in the proposal. Every subcontractor who will provide services as part of the contract resulting from this RFP must provide this statement. The proposer must disclose, at the District's request, any information regarding subcontractors. Failure to include the subcontractor statement(s) described in this section may result in the disqualification of the proposal.

6.15 Pricing

Prices bid for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

6.16 Line Item Corrections

The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

6.17 Protest Procedures

Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedure shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed

in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

6.18 Contingency of the Contract Award

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary) by Polk County, and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing may result in no award of contract at this time.

6.19 Agreement for Services

The District may require an Agreement which will include provisions, among others, addressing matters such as:

- contract costs
- contract modifications
- contract termination
- disputes

Obligations of each party will be specified in the final signed agreement (if required by the District). The RFP, the proposal, negotiated terms, and the Agreement will constitute the complete agreement between proposer and the District.

The District will consider Agreements proposed by offerors. Any Agreement, however, shall be in a form acceptable to the District.

6.20 Indemnification/Hold Harmless Agreement

Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this contract and which are due to that party's own negligence, tortuous acts and other unlawful conduct and the negligence, tortuous acts and other unlawful conduct of its respective agents, officers and employees.

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

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

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

Any costs or expenses, including attorney's fees, incurred by the Polk County School Board to enforce this agreement shall be born by the contractor.

6.21 Sub-Contracts

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in subcontractors or sub proposers requires prior District written approval.

6.22 Assignment of Contract and/or Payment

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the District.

The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the District.

6.23 Joint Proposal

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

6.24 Other Contracts

The Board may undertake or award other contracts for work not being performed acceptably by the vendor and/or work not being accomplished on time by the vendor

6.25 Use of Other Contracts

The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this RFP, if it is in its best interest to do so. The School Board also reserves the right to separately bid/request proposals for any single project/item/service, or to purchase any item/service on this RFP if it is in its best interest to do so.

6.26 Default

In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

6.27 Legal Requirements

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

6.28 Permits and Licenses

The awarded vendor shall timely obtain and keep in force, at the vendor's expense, all permits and licenses required by applicable governmental authorities for the performance by the vendor of all covenants herein contained on the part of the vendor.

The awarded vendor is required to have the necessary permits and licenses required by law to conduct business in Polk County.

6.29 Termination of Contract for Cause

In the event any provisions of this RFP are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies. If the deficiencies are not corrected within ten (10) days, recommendation will be made to the Superintendent for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. In the event the District shall elect to terminate this Contract for cause, the District shall notify the awarded vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. When applicable the awarded vendor agrees (1) to vacate the facility on or before said date and (2) to remove the vendor's employees and property from the facility on or before said date.

Payment will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by the District, prior to the effective date of termination. The awarded vendor shall have no further rights, and the District shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date that this Contract is terminated for cause as aforesaid by the District.

6.30 Termination of Contract without Cause

The District and the awarded vendor shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than sixty (60) days prior to the

date that such termination shall be effective, and such right to terminate this Contract without cause is hereby reserved by and unto the District and the awarded vendor. In the event the District shall elect to terminate this Contract without cause, the District shall notify the awarded vendor thereof in writing and shall therein specify the date (not earlier than 60 days after the date of delivery of said written notice by the District to the awarded vendor) on which this Contract shall terminate. Upon receipt of such written notice the awarded vendor agrees (1) to vacate the facility on the contract termination date specified in said written notice, and (2) to remove the vendor's employees and property from the facility on the contract termination date specified in said written notice. The awarded vendor agrees to abide by and carry out all covenants and provisions of this Contract until the date of termination specified in the aforesaid written notice of termination of this Contract without cause. Payment will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by the District, prior to the effective date of termination. The awarded vendor shall have no further rights, and the District shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date of termination of this Contract as specified in said written notice.

6.31 Funding out / Termination / Cancellation:

Florida School Laws (Section 1011.14, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers.

The School Board may terminate or discontinue the services covered in this proposal at the end of the then current contract period upon ninety (90) days prior written notice to the successful proposers.

Such prior written notice will state:

- (a) That the lack of appropriated funds is the reason for termination, and
- (b) Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

6.32 Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

6.33 Authorization to Perform Under Contract:

All purchases must be properly authorized in advance. Vendors must first obtain a printed purchase order before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

6.34 Additional Information:

All proposals, whether accepted or rejected, shall become the property of the District.

The District reserves the right to reject any and all proposals and to request additional proposals or to negotiate modifications of submitted proposals if deemed necessary and in the best interest of the District to do so. The District reserves the right to waive minor irregularities in the proposals.

Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested. The Purchasing Director or designee may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The District reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the District to do so. The decision of the District will be final in this regard.

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum to all vendors who are participating. Addenda shall be numbered consecutively and initiated by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. Any addendum received shall be signed and returned by the proposer (returned with their proposal). Any such addenda issued will be posted to the same website where this RFP is posted, at www.polk-fl.net/purchasing. It shall be the responsibility of the proposer to be sure they receive all addenda.

The District reserves the right to accept or reject any or all proposals.

The District shall be the sole judge of proposers' qualifications.

The District reserves the right to waive irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

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 or award to multiple proposers.

Nothing herein will prevent the School Board of Polk County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any vendor deemed responsive.

Instructions for Certification

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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this 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 Transaction," 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.

Form AD - 1048 (1/92)

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by 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 proposal.

Organization Name

P/R Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

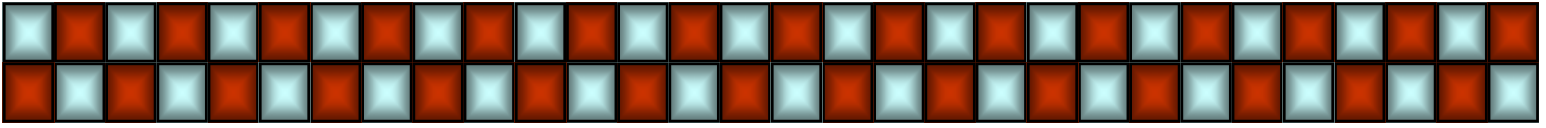
INSTRUCTIONS AND INFORMATION CONCERNING THIS AFFIDAVIT

This NON-COLLUSION AFFIDAVIT was published in the Partnership in Purchasing Issue No. 37, dated Winter 1994-95 by the South Eastern Regional Office (SERO) of the USDA. National School Lunch and Breakfast Sponsors are encouraged to use this form on Bids and contracts for \$25,000 or more per year. Each State Agency, School Board or School Food Authority (SFA) may elect to require the use of this certification as part of a responsive bid or contract at their discretion.

This document is designed to protect State and local agencies from becoming targets of antitrust violations such as bid rigging schemes, price fixing agreements and market or customer allocations.

If a bidder signing the affidavit is ever found guilty of unlawful procurement or antitrust activities, these documents can and will be made available to Federal or State Agency officials in taking appropriate criminal and/or civil actions against said bidders.

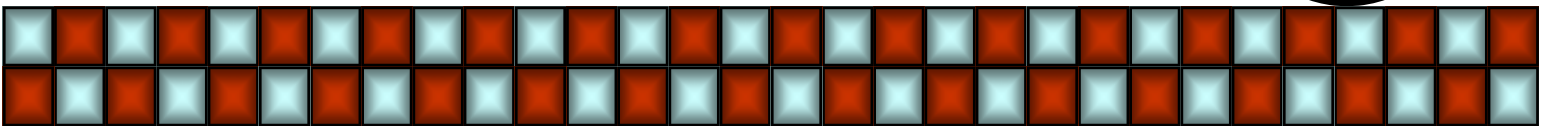
-
1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
 2. This non-collusion affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
 3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
 4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
 5. The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
 6. Failure to file this affidavit in compliance with these instructions, when required, may result in disqualification of the bid.



Polk County Schools

8.012 Local Wellness Policy

June 27, 2006



Nutrition Guidelines for All Foods on Campus

School Meals Program

- Our Mission: Serving the future of America by nourishing bodies and minds today for healthier tomorrows.
- Our Vision: Our Foodservice program is the pinnacle of nutritional integrity and team-oriented service that positively influences students' lives.
- Guidelines for reimbursable meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture.
- All reimbursable meals will meet the Recommended Dietary Guidelines for Americans and the following Healthy School Meals Initiative Guidelines:
 - Student breakfasts will provide 1/4 of the RDA for calories, protein, calcium, iron and Vitamins A and C.
 - Student lunches will provide 1/3 of the RDA for calories, protein, calcium, iron and Vitamins A and C.
 - The average fat content of school meals will not exceed 30% total fat and 10% saturated fat.
- Student preferences as well as health will be taken into consideration during menu planning in order to provide nutritious, appealing and culturally diverse meals.
 - Student and Foodservice Manager Menu Surveys will be conducted.
 - Student taste testing of food items is a bid requirement when considering new menu items.

Child Nutrition Operations

- The child nutrition program will aim to be financially self-supporting. However, the program is an essential educational support activity. Budget neutrality or profit generation will not take precedence over the nutritional needs of the students. If subsidy of the child nutrition fund is needed, it will not be from the sale of foods that have minimal nutritional value and/or compete nutritionally with program meals.
- The child nutrition program will ensure that all students have affordable access to the varied and nutritious foods they need to stay healthy and learn well.
- The school will strive to increase participation in the available federal Child Nutrition programs (school lunch, school breakfast, after-school snack and summer foodservice programs).

- School foodservice staff will be properly trained according to current professional standards and will regularly participate in professional development activities.
 - Each foodservice assistant is required to complete the following Foodservice courses: Foundations, Quantity Cooking, Use and Care of Equipment and Introductory Nutrition.
 - In addition, each foodservice manager is required to complete the Foodservice Leadership Training and yearly professional development activities.

All Other Foods Made Available on Campus

District Nutrition Standards

Foods outside of the National School Meals Program made available on campus will meet the following Nutrition Standards.

- Foods will comply with the current USDA Dietary Guidelines for Americans:
 - Total Fat shall be limited to no more than 30% of the total calories in the food product (excluding nuts, seeds and nut butters).
 - Saturated Fat shall be limited to no more than 10% of the total calories in the food product.
 - Added sugars will not exceed 35% by weight (excluding fruits and vegetables).
 - Conscious effort should be made to limit the sodium content of foods.
- Food and beverage providers will take every measure to ensure that student access to foods and beverages meet federal, state and local laws and guidelines. Food providers will offer a variety of age appropriate healthy food and beverage selections for elementary schools, middle schools and high schools.
- Promotional activities will be limited to programs that are requested by school officials to support teaching and learning. All promotional activities in schools will be connected to activities that encourage physical activity, academic achievement or positive youth development and are in compliance with local guidelines.

A La Carte Food

- Elementary Schools
 - Foods sold daily as a la carte will be restricted to skim and low fat milk, 100% juice, water, fruits and vegetables.
 - Once a week other foods approved by the foodservice department, such as sherbet, frozen yogurt and cookies may be sold.
- Secondary Schools
 - All foods sold daily as a la carte will meet the District Nutrition Standards.
 - Once a week other foods approved by the foodservice department that do not meet the District Nutrition Standards may be sold.
- Foods of Minimal Nutrition Value as defined by USDA may not be sold.

Vending

- Beverage Contracts – Elementary Schools
 - No carbonated beverages will be sold on school grounds, with the exception of machines not accessible to students.

- Beverage Contracts – Secondary Schools
 - Within 6 months following board approval of the Local Wellness Policy:
 - No carbonated beverages will be sold on school grounds, with the exception of machines not accessible to students.
 - Schools may choose from a list of approved non-carbonated beverages to fill existing carbonated beverage machines.
 - Existing carbonated beverage contracts serving students shall be phased out and not renewed at expiration.

- Snack Vending
 - Within 6 months following board approval of the Local Wellness Policy:
 - All items sold in snack vending machines will meet the District Nutrition Standards. This includes those machines not accessible to students.

Fundraisers

- Sale of food and/or beverages will not be permitted with the exception of after school events. Food and beverages that are sold during after school events will include healthy choices. (Any fundraising contracts signed prior to board approval of the Local Wellness Policy may be honored.)

- Food and beverages that are sold in concession stands will include healthy choices.

- Fundraisers not associated with the school in which food and/or beverages are being sold, should not be sold during the school day. (Example: Girl Scout cookies)

School Parties and Other Celebrations

- Elementary Schools
 - Any activity during the school day, involving food and/or beverages that do not meet the District Nutrition Standards, will be limited to once a month per classroom.

- Secondary Schools
 - Any activity during the school day involving food and/or beverages that do not meet the District Nutrition Standards will be limited to 10 times per school year.

- Healthy attitudes about food will be promoted. Suggestions for appropriate non-food rewards may be found in Appendix A, however, schools should strive to promote a sense of pride and accomplishment as the primary reward.

Classroom Snacks

- Pre-K and Kindergarten classroom snacks will include only healthy choices, which meet the District Nutrition Standards. Emphasis should be placed on offering fruits and/or vegetables as the primary snack and water as the primary beverage. Appendix A provides a list of Approved Healthy Classroom Snacks.
- After School snacks served as part of the Federal After School Snack Program will meet the federal guidelines.

Eating Environment

- Meals will not be used as reward or discipline for student behaviors.
- Students will be provided adequate time to eat lunch. Schools shall be working toward providing at least 10 minutes for breakfast and 20 minutes for lunch, from the time the student is seated.
- Lunch periods are scheduled as near the middle of the school day as possible.
- Cafeterias should include enough serving areas so that students do not have to spend too much time waiting in line.
- Dining areas are attractive and have enough space for seating all students.

Food Safety/Food Security

- All foods made available on campus comply with the state and local food safety and sanitation regulations. Hazard Analysis and Critical Control Points (HACCP) plans and guidelines are implemented to prevent food borne illness in schools.
- For the safety and security of the food and facility, access to the foodservice operations is limited to Child Nutrition staff and authorized personnel. For further guidance see the US Department of Agriculture food security guidelines.
- For the safety and security of the food and facility, use of the foodservice storage areas are limited to the storage of food served as part of the National School Meals Program.
- During an after school event in which permission by the School Board has been granted, the foodservice preparation and storage facilities may be used. Authorized foodservice personnel must present during the event and the storage facilities may not be used following the conclusion of the event.

Nutrition Education Goals

- The School Cafeteria will function as a learning environment to encourage Lifelong Healthy Eating Habits. Students will learn how to make their own healthy choices to create a well-balanced meal.
- The School Foodservice Department website will provide monthly nutrition information to parents and students. Links will be provided to quality nutrition information and educational websites. School Menus and a list of a la carte items will be posted on the website.
- Nutrition education will be integrated into other areas of the curriculum as addressed in the Sunshine State Standards.
- Nutrition education will involve sharing information with families and the broader community to positively impact students and the health of the community.
- Families will be encouraged to teach their children about health and nutrition and to provide nutritious meals for their families.

Physical Activity and Education Goals

- Schools will promote physical activity, exercise and health related physical fitness to create a lifestyle pattern for our students.
- State requirements for physical education will be met or exceeded.
- All students will have equal opportunity to learn; frequency, time and or intensity.
- Physical Education will provide meaningful content and appropriate instruction.
- Physical Education teachers should receive professional development and certification opportunities.
- Classroom teachers should receive training in order to develop methods of incorporating physical activity into the school day.
- Schools will promote physical activity in our schools outside of physical education.
- Supervised Preferred Activity Time that promotes physical activity outside of physical education should be allowed and promoted.
- The District will promote and support programs and partnerships within the community that provide students' opportunities to be physically active.

Physical Activity and Education Goals (cont.)

3 – Year Implementation Goals

Immediate Priorities (2006-2007)

- Maintain status of Certified Physical Education teachers for all classes.
- Review the curriculum K-8 for scope and sequence of instruction to ensure all students' meaningful content and appropriate instruction.
- Instructional periods of a minimum 150 minutes per week elementary/225 minutes per week middle.
- Implement the already budgeted intramural programs (Middle School).
- Implement a cumulative total of 15 minutes of supervised recess per day in addition to regularly scheduled physical education (Elementary and Middle).
- Require a nationally recognized and validated pre and post physical fitness assessment and report results to parents annually.
- Encourage schools to refrain from using physical activity for punishment or withholding physical activity for academic or behavioral remediation during physical education.
- Ongoing professional development.
- School site training for classroom teachers for methods to integrate physical activity into their lessons.

Delayed Priorities (2007-2008)

- Adequate equipment and facilities available for all students.

Long Term Priorities

- Add high school interscholastic sports as they become sanctioned by the FHSAA.

Goals for Other School Based Activities

- Wellness Policy guidelines and goals are considered in planning all school-based activities (such as school events, field trips, dances, and assemblies).
- Support for the health of all students is demonstrated by implementing coordinated school health programs in every school, hosting health clinics, health screenings, and helping to enroll eligible children in health insurance programs.
- After-school programs will encourage physical activity and healthy habit formation.
- A local wellness committee comprised of families, teachers, administrators, and students will plan, implement and improve nutrition and physical activity in the school environment.

Monitoring Implementation and Measuring Outcomes

- A sub committee will work with the Assessment, Accountability and Evaluation Department to design an implementation evaluation to include monitoring assessments within the first semester following adoption of the Local Wellness Policy.
- Key individuals at each school will be charged with administering the assessments and reporting results.
- After one year of implementation of the Local Wellness Policy, the sub committee will begin the process of developing an outcomes evaluation to measure and assess expected outcomes.

Appendix A – Healthy Choices for Classroom Snacks and School Activities

Beverages

Water
Milk, Non-fat, low-fat, plain or flavored
100% Fruit Juices
Fruit Smoothies

Snacks

Fresh Fruit and Vegetables	Low Fat or Fat Free Yogurt
Canned Fruit (in natural juices or light syrup)	Trail Mix with Fruit, Nuts and Seeds
Celery or Apples with Peanut Butter	Soy Nuts
Dried Fruit	Hummus
Pop Corn	Low Fat String Cheese
Dry Cereal (low sugar varieties)	Baked Tortilla Chips with Salsa
Mini Bagels	Low Fat Fruit or Grain Muffin (2 oz or less)
Soft or Hard Pretzels	Wafer Cookies
English Muffins	Low Fat or Fat Free Frozen Yogurt
Fruit Bar	Low-Fat Crackers
	Non-iced Animal Crackers

Healthy Entrée Choices for After School Parties or Celebrations

Salads (Taco Salad, Grilled Chicken Salad, Pasta Salad)
Burritos or Tacos made with low fat cheese and lean meat
Quesadillas made with low fat cheese
Pasta with Tomato Sauce
Sub Sandwiches
Tortilla Wraps
Pizza Bagels
Baked Potato Bar

Non-Food Reward Ideas

Sticker Certificates	Eat lunch outdoors with the class
School supplies	Fun video
Movie Coupons	Fun physical activity break
Special Recognition	Extra Credit
Eat lunch with teacher/administrator	
Extra computer time, art time, reading time, etc	

Appendix B – Opportunities for Additional Physical Activity

Define Physical Activity:

1. Physical Activity: Any bodily movement produced by the skeletal muscles that result in the expenditure of energy.
2. Moderate Physical Activity: Activities that use large muscle groups and are at least equivalent to brisk walking.
3. Vigorous Physical Activity: Rhythmic, repetitive physical activities that use large muscle groups at 70% or more of the maximum heart rate for age.

Define Physical Education: A physically educated person:

1. Demonstrates competency in motor skills and movement patterns needed to perform a variety of physical activities.
2. Demonstrates understanding of movement concepts, principles, strategies and tactics as they apply to the learning and performance of physical activities.
3. Participates regularly in physical activity
4. Achieves and maintains a health enhancing level of physical fitness.
5. Exhibits responsible personal and social behavior that respects self and others in physical activity settings.
6. Values physical activity for health, enjoyment, challenge, self expression and/or social interaction.

Opportunities for Additional Activity:

1. Elementary K-5:

- Before school
- Extended lunch
- Preferred Activity time
- Field days
- After school programs
- Community based activities

2. Middle 6-8:

- Before school
- Extended lunch
- Preferred Activity time
- Field Days
- After school
- Intramurals
- Middle School Extramural sports
- Community based activities

3. High School 9-12:

- Intramurals
- Interscholastic Sports (Sanctioned by the FHSAA)
- Marching Band
- Dance Teams and Cheerleading
- JROTC
- Community based activities

APPENDIX B
Vendor's Statement of Qualification

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 (3) 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. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on respondent with all state and regulatory agencies.

8. Provide the following financial information:

\$ _____	Earnings before Interest & Taxes
\$ _____	Total Assets
\$ _____	Net Sales
\$ _____	Market Value of Equity (Common & Preferred Stock)
\$ _____	Total Liabilities
\$ _____	Current Assets
\$ _____	Current Liabilities
\$ _____	Retained Earnings

Authorized Representative's Signature,	Title
Company Name	Telephone Number

ACKNOWLEDGMENT OF BUSINESS TYPE

Appendix C

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submit with proposal on the specified due date and time. The undersigned proposer certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS OF PROPOSER:

Address

City State Zip

Telephone No. _____ Fax No. _____

SIGNATURE OF RESPONDENT

If an Individual: _____
Signature

doing business as _____

If a Partnership: _____

by: _____
Partner Signature

If a Corporation: _____
Corporate Name

(a _____ Corporation)

by: _____
Signature

Title: _____

Attest: _____ (SEAL)
Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **COUNTY OF:** _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by
_____ who is (who are) personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____
Commission Number: _____ **My Commission Expires:** _____