



Submittal Due Date: March 12, 2008	Submittal Due Time: 2:00 P.M.
Submit Responses To: School District of Osceola County, Florida Purchasing Department 817 Bill Beck Boulevard, Building 2000 Kissimmee, FL 34744	Purchasing Representative: Neil D. McDonald (407) 870-4625 Office • Fax (407) 870-4616 E-mail: mcdonaldn@osceola.k12.fl.us www.osceola.k12.fl.us/depts/purchasing

RFQ # SDOC-08-Q-083 NM
Vending Machines Services District Wide

The purpose of this Request for Qualifications (RFQ) is to select the most highly qualified Firm(s) to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required by a Selection Committee consisting of School District staff; the selection committee will make a recommendation and present it to the School Board for approval.

It is anticipated that several Firms shall be selected who will provide the necessary services for a contract period of three (3) years. Out of the selected Firms, the school/department will select the Firm they feel would best service their needs.

Expressions of interest and qualification data will be received at the School District of Osceola County's Purchasing Department located at 817 Bill Beck Blvd., Bldg. 2000, Kissimmee, FL 34744, **until 2:00 PM on March 12, 2008**. Submittals received after this deadline **will not** be considered for award.

Cut out the Label below and attach it to your envelope/package

* DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN *	
SEALED PROPOSAL NUMBER:	_____
PROPOSAL TITLE:	_____
PROPOSAL DUE ON	_____ AT _____ P.M.
PROPOSAL ENCLOSED	_____ “NO PROPOSAL LETTER” ENCLOSED _____
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

1. **PURPOSE**

This document shall serve to provide interested parties with specific information as to the Procedures for Selection of Firms to provide vending machine services to those schools/departments requesting these services as outlined in the Scope of Services. The School District of Osceola County, Florida will consider the contracting of one or more Firms to provide Vending Machine services as outlined in the Scope of Services; each school/department shall have the opportunity to select a Firm from the list of Firms that are chosen by the Selection Committee.

In determining whether a Firm is qualified, the School District of Osceola County, Florida shall consider such factors as the ability of personnel; past performance; willingness to provide services in a school setting; location of supporting office; recent, current, and projected workloads of the Firm.

2. **PROJECT DESCRIPTION**

The School District of Osceola County is seeking the services of qualified Firms to provide vending machine services to its schools and departments.

3. **RFP DUE DATE**

Proposals must be received by the School District of Osceola County's Purchasing Department, 817 Bill Beck Blvd, Building 2000, Kissimmee, Florida 34744-4495, no later than **2:00 p.m., local time, on March 12, 2008**. Proposals received after this time will not be considered.

4. **PROPOSED SCHEDULE**

02/22/08	Release date for Request For Qualifications
02/28/08	Final date to receive written questions
03/04/08	Release date for answers to written questions
03/12/08	Due Date
03/14/08	Evaluation of Written Submittals
03/14/08	Informal Interviews or Formal Presentations,
03/14/08	Recommendation to School Board

5. **SCOPE OF SERVICES**

A general description of the scope of services required is, but not limited to the following:

5.01 The Awarded Firm(s) shall supply the necessary machines to provide the vending services requested by the school or department:

- a. **EQUIPMENT:** Awarded Firms are to provide vending units that are:
 - i. new or like new,
 - ii. secured or designed for safety to avoid tipping or injury,
 - iii. kept clean during the term of the Contract,
 - iv. during the term of the Contract, be and remain the personal property of the Awarded Firm; Title to all equipment, product shall

- v. remain in the name of the Awarded Firm,
 - v. Dollar acceptable changer,
 - vi. Dollar Bill validator,
 - vii. Change maker, and
 - viii. Multi-price capability on product;
- a. REPAIRS: Awarded Firm's response time for repairs of machines shall be within three (3) working days from time of notification; repairs shall be completed within seven (7) working days after the notification, and repairs shall be at the Awarded Firm's expense, not the School District's;
- b. SNACKS: The Awarded Firm(s) shall stock the machines as needed with name brand product; i.e. cookies, chips, candies, crackers and pastries:
- i. All food products shall be processed, packaged and delivered in accordance with regulation of the State of Florida, the USDA, and requirements of the Federal Food, Drug and Cosmetic Act;
 - ii. All food products shall be fresh:
 - 1. All food products beyond the expired date shall be replaced immediately;
 - iii. SELECTION: The variety of product may be changed from time to time based on popular demand, and must follow the Wellness guidelines;
 - iv. FILL RATE: Machines must be filled at least one (1) time per week depending on usage. Some locations may require two (2) times per week. Awarded Firm must keep machines stocked with fresh, unexpired items at all times;
 - v. Submit with your submittal a list of twenty-five (25) or so of name brand items that could be carried in your snack machines and ten (10) items that could be carried in the drink machines if awarded this bid. No minimum dollar amount in sales is guaranteed;
- c. REFUNDING: A uniform system of refunding money, acceptable to the School District, must be in operation at all times; a written explanation of the refund policy must be provided;
- d. LICENSES/PERMITS: Awarded Firm must obtain and maintain all necessary permits, licenses, etc for the operation of the vending service within the District;
- e. COMMISSIONS: Awarded Firm shall submit the commission fee, based on gross receipts by vending unit to the Schools and/or Departments on a monthly schedule following the conclusion of the previous monthly period:
- i. Awarded Firm is to pay all Federal, State and local taxes chargeable to the vending service, including applicable sales taxes and intangible taxes. No taxes, license fees, or other fees may not be deducted from commissions owed the School Board;
- 5.02 ACCESS: The School District will allow the Awarded Firms access to the installed vending machines during normal business working hours. The School District will furnish electricity as needed by all installed vending units:
- f. The School District shall provide normal and reasonable security for all

units installed, but shall bear no responsibility for damage done to units installed;

- 5.03 **DAMAGE TO SCHOOL DISTRICT PROPERTY:** Awarded Firm shall be responsible for any and all damage to any School District Property resulting from Firm's operation. Property shall be promptly repaired or replaced by the Awarded Firm at the Firm's expense.

6. SUBMITTAL REQUIREMENTS

Firms interested in providing the required vending machine services shall submit **one (1)** original, marked "ORIGINAL" bid submittal package, **Five (5)** copies of this submittal marked "COPY", and **two (2) COMPLETE electronic copies on two separate CD's in PDF format**, of the requested qualification data for evaluation.

******If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials". ******

7. QUESTIONS CONCERNING RFQ

Neil D. McDonald is the designated Purchasing Agent and will be responsible for the selection process and the sole point of contact for all Respondents. Questions concerning any portion of this RFQ shall be directed in writing (fax and e-mail accepted) to the designated Purchasing Agent as listed below. Questions should be submitted at least seven (7) days before the Due Date.

Mark subject line or cover page or envelope "Questions on RFQ # SDOC-08-Q-083 NM".

Submit questions to: Neil D. McDonald, Purchasing Supervisor
Purchasing Department
Email: mcdonaln@osceola.k12.fl.us
Fax #407-870-4616

Failure by a potential Respondent to ask questions or request changes by the dates indicated shall constitute the Respondent's acceptance of the requirements set forth in this RFQ.

No answers, given in response to questions submitted, shall be binding upon this RFQ unless released in writing as an addendum to the RFQ.

8. LOBBYING

Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, and School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an invitation to

bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

9. REQUIRED INFORMATION

Failure to provide the required copies and information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the School District of Osceola County's Purchasing Department by the advertised deadline. **Each respondent should ensure that they have received any/all addenda and amendments to this RFQ before submitting their proposal. Please check the School District's web site at www.osceola.k12.fl.us/depts/purchasing "Current Advertised RFQ/Bid Projects" for any addenda.** Delivery of a package to any School District location other than the Purchasing Department does not constitute official receipt by the School District of Osceola County. Any package delivered after the advertised deadline will not be considered. Proposals shall be submitted in the order listed below.

In the instance where a specific requirement(s) may not apply to the project in question, a statement must be inserted at the tab location stating the reason(s) of non-applicability.

After submittals are received all contact must be channeled through the designated Purchasing Agent. Failure to comply with these procedures shall be cause for disqualification of the Firm's/Company's expression of interest.

10. SUBMITTAL PACKAGES

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not desired. Elaborate and verbose proposals are discouraged. Special and elaborate printing of proposals beyond that, which is normal for your line of work, is discouraged. Information in addition to that specifically requested (i.e. videotapes, photographs, in-depth Firm history, lengthy and repetitive resumes, etc.) is strongly discouraged. The information requested should be submitted in a concise, easy to read format. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that Respondents follow the format and instructions contained herein. The School District is not liable or responsible for any costs incurred by any Respondent in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested. Applications that do not comply with the instructions including information outlined in the Qualification Package Guidelines will not be considered. All information received will be maintained with the project file and cannot be returned.

11. QUALIFICATION PACKAGE GUIDELINES

11.01 To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the School District's sole discretion, be rejected.

11.02 The School District emphasizes that the Respondent concentrate on accuracy, completeness, and clarity of content.

11.03 Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.

11.04 Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. If no abbreviations and/or acronyms are used, then a glossary is not required.

11.05 Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

11.06 Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; and not for pages of text.

11.07 Binding and Labeling - All sections of the qualifications package should be spiral bound, with section tabs, which shall permit the qualifications package to lie flat when opened. Staples shall not be used.

QUALIFICATION PACKAGE GUIDELINES - TABBED SECTIONS

12. GENERAL REQUIREMENTS

Tab 1 **Letter of Introduction and Table of Contents. (PASS/FAIL)**

A brief profile of the Firm, including a brief history of the company, location, corporate structure, ownership interest, and the length of company's existence shall be provided addressed in a letter to the Director of Purchasing, not to exceed 2 single-sided pages maximum.

Tab 2 **Insurance. (PASS/FAIL)**

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is

preferable. **Final forms must contain the correct solicitation and/or project number and School District of Osceola County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated Firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the School District of liability in the event they are injured while providing goods and/or services to the School District.

Tab 3 **Conflict of Interest Disclosure Form. (PASS/FAIL)**

See form included in this package.

All Respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts or interests associated with this project.

Tab 4 **Business Tax Receipt/Qualifications. (PASS/FAIL)**

Attach a copy of the Firm's/Company's Business Occupational License. A Firm must be properly registered or licensed at the time of its submittal to be considered for this award.

Note: Charitable organizations that qualify under Florida Statute No. 205.192 are exempt from this requirement.

Tab 5 **Confidential Materials. (PASS/FAIL)**

Confidential materials shall be submitted in this section – any materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non Disclosure Agreement for Confidential Materials.

Tab 6 **Business Structure. (PASS/FAIL)**

Corporation, Joint Venture, or Partnership. Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Respondents submitting as joint ventures shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two Firms, indicate how the work will be distributed between the partners.

Time in Business - Length of time the Firm has been in business under same name.

Principal Office Location - Location of principal office which will be responsible for implementation of this Contract.

Other Office Locations - Location of other offices from which resources

may be drawn.

Capabilities - Size, resources, and capabilities of responding entity:

- a. Organizational structure of business entity for this program (partners, associates, consultants, sub-contractors, other participation).
- b. Indicate the depth of staff and capabilities from within the organization which can be drawn upon as needed, to include support staff.

Licenses and Certificates - Copies of current license and renewals. Respondent shall be properly registered and/or licensed governing the services offered. The Selection Committee may verify the current status with the appropriate agency.

Tab 7 **Financial Strength. (Pass/Fail)**

The Respondent's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations, and bonding capacity if required), and should indicate the resources and the necessary working capital to assure financial stability. A certified audit is preferred, but a third party prepared financial statement and the latest D&B report will be accepted. **The statement can be labeled Confidential.**

Business Information.

All Respondents shall certify and provide a statement that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the School District of Osceola County.

Provide the name, title, address and phone number of the financial officer of the Firm responsible for providing the following information.

Audited financial statements for the most recent three years, including income statement, balance sheet, statements of change in financial position and notes to financial statements. If audited financial statements are unavailable, provide similar un-audited statements.

Disclose any material changes in the business operations of the Firm, including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3) years and any material pending or threatened litigation. If appropriate, discuss the impact of these changes on the Firm's/Company's financial or managerial ability to perform the noted tasks under this Contract.

Litigation - identify all litigation in which your Firm has been a party to legal action (including arbitration, administrative proceedings, etc.) or lawsuits during the last five (5) years involving a client for claims in excess

of \$ 50,000.00. Include a brief legal description of the dispute and its current status. Where the action or lawsuit has involved a guaranteed maximum price contract, please describe the particular circumstances giving rise to the dispute and the actions which your Firm took to attempt to settle the matter prior to and after suit being filed.

Describe in detail any projects within the last three years where liquidated damages, penalties, liens, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened or filed against your organization.

QUALIFICATION PACKAGE GUIDELINES - TABBED SECTIONS

13. SPECIAL REQUIREMENTS

- Tab 8** **Qualification Data – Experience/Understanding the Scope of Services.** (PASS/FAIL)
Provide information indicating your understanding of the Scope of Services herein addressed. This information shall not exceed 2 pages, single-sided.
- Tab 9** **Similar Projects.** (PASS/FAIL)
Including contact names and phone numbers of any similar contracts that your Firm has or had in the pass three years. 1 single-sided page maximum
- Tab 10** **Project Approach.** (PASS/FAIL)
Include your approach of how these services would be provide to the schools and departments of the school district. 2 single-sided pages maximum.
- Tab 11** **Resumes.** (PASS/FAIL)
Provide resumes of you and your staff (name, address, phone number, e-mail address) including job skills. This information should 5 single-sided pages maximum.
- Tab 12** **References.** (PASS/FAIL)
Provide a minimum of six (6) reference letters from representatives for entities that your Firm has provided / is providing vending machine services which are similar in scope to this RFQ. Reference letters shall be current, dated within one (1) year of this solicitation. The reference from the representative must be provided on their letterhead, and include details regarding your Firm's/Company's role and level of services provided.
- Tab 13** **Draft Contract.**
All exceptions to the attached draft contract must be included in this section. If no exceptions to the contract are not included in the submittal, it will be the School District's understanding your Firm will accept the contract as presented in this RFQ.

Tab 14 Miscellaneous Information/Local Involvement.

Respondents may submit any additional information that may be beneficial for consideration in the selection process. Representative samples of related work may be submitted at the Respondent's option.

14. SELECTION PROCESS

14.01 The Selection Committee will review all proposals received on time in accordance with the criteria listed in this RFQ. In addition to the materials provided in the written responses to this RFQ, the School District may request additional material, information, references, interviews or presentations from the Respondent(s) submitting qualifications packages. The District may prefer to conduct informal interviews instead of having formal presentations with selected Firms, should it be required or warranted. The School District shall evaluate statements of qualifications and performance data as submitted to the School District regarding the services to be performed under this RFQ, and may conduct discussions with selected Firms regarding their qualifications, approach to providing the services, and ability to furnish the required services. Discussions may be held between the Selection Committee and the Firms selected for interview based upon data submitted by each Firm. Firms will be notified in writing as to whether or not they have been selected for an informal interview or oral presentation.

14.02 The School District reserves the right to require any Respondent to demonstrate to the satisfaction of the School District that the Respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the School District, and the School District shall be the sole judge of compliance.

14.03 Respondents are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original qualifications package.

14.04 Following any interviews the Respondents will be evaluated, based on their submissions, references, and presentation (formal or informal). A final list of Respondents will be determined by the Selection Committee and presented to the School Board for approval. Upon Board approval, the successful Respondents will execute contracts which will be presented to the School Board for approval.

15. GUIDELINES – INFORMAL INTERVIEWS/ORAL PRESENTATIONS

If the Selection Committee requires informal interviews/oral presentations, each Firm will be notified of the schedule for the formal presentation, questions and answers, and setup and breakdown. Informal Interviews/Oral Presentations will be scored utilizing a

Pass/Fail methodology.

16. TERMS AND CONDITIONS

16.01 The School Board has the sole discretion and reserves the right to cancel this RFQ, to reject any and all submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School District to do so.

16.02 The School Board reserves the right to make award to the responses deemed to be most advantageous to the School District.

16.03 The successful Firm shall not discriminate against any person in accordance with federal, state, or local law.

16.04 The School Board reserves the right to award the Contract to a single Firm or make multiple awards to multiple Firms.

16.05 Firms will be notified in writing as to whether or not they have been selected for this Contract.

16.06 LEVEL 2 BACKGROUND SCREENING (Jessica Lunsford Act)

- A. In pursuant to Florida Statutes 1012.465, as modified, the School District will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School District will notify the awarded vendor the names of those employee(s) that will be allowed to work on School District property. The School District reserves the right to check, at random, any person hired by the awarded vendor working on School District premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School District is being charged \$61.00/set of fingerprinting.

The School District of Osceola County is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School District they only need to register with our District. To do so, they must bring to the School District's Human Resources Department the following items:

1. Two (2) separate forms of identification.
 - a. One must be a State issued "photo" ID
 - b. Social Security Number

A. **FELONY OFFENCES**

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

16.07 INSURANCE REQUIREMENTS

Insurance, Licenses and Certificates

The Firm agrees to provide and maintain at all times during the term of any agreement resulting from this RFQ, or for such longer periods as may be required, without cost or expense to the School District of Osceola County, policies of insurance insuring the Firm against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Firm under the terms and provisions of this agreement. The Firm shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- Commercial General Liability - in the amount of \$1 million aggregate / \$1 million per occurrence.
- Professional Liability Coverage Required - All Firms interested in the project shall submit proof of \$1,000,000 professional liability coverage along with their qualification data.
- Liability - Auto, in the amount of \$1,000,000/**Any Auto**
- Workers Compensation – As required by Florida law.

Requirements for respondents that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

- Incorporated or unincorporated Firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving the School District of Osceola County of liability in the event they and/or their employees are injured while providing goods and/or services to the School District.

- Incorporated or unincorporated Firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with valid proof of coverage for non-exempt employees.

The Hold Harmless Agreement mentioned above is included as an attachment to this RFQ. Said Agreements shall be returned with the proposal as detailed in the Submittal Requirements.

A certificate of insurance indicating that the Firm has coverage in accordance with the requirements herein set forth shall be furnished by the Firm to the School District of Osceola County along with their qualification data. **The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein.**

Firm agrees that the School District of Osceola County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the Purchasing Representative. Firm agrees that the Insurer shall waive its rights of subrogation, if any, against the School District. These shall be completed by the authorized Resident Agent and returned to the Purchasing Representative.

Upon award: This certificate shall be dated and show:

- A. The name of the insured Firm, the specified job by name, name of the Insurer, the number of the policy, its effective date and its termination date.
- B. Statement that the Insurer will mail notice to the School District of Osceola County at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. **The School District of Osceola County shall be named as an additional insured on General Liability Insurance.**

16.08 Loss Deductible Clause: The School District shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Firm and/or sub-consultant providing such insurance.

16.09 DISCLOSURE OF PROPOSAL CONTENT

- A. All material submitted becomes the property of the School District of Osceola County and may be returned only at the District's option. The School District has the right to use any or all ideas presented in any reply to this Request for Qualifications. Selection or rejection of any Proposal does not affect this right.
- B. The School District of Osceola County, Florida, is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School District for projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School District will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School District shall execute the Agreement and send the Respondent a "Receipt for Trade Secret Information."

16.10 EXPENSES INCURRED This invitation does not commit the School District of Osceola County to award a contract. Nor shall the School District be responsible for any cost or expense incurred by any Respondent in preparing and submitting a reply, nor for any cost or expense incurred by any Respondent prior to the execution of a contract agreement

16.11 AMERICANS WITH DISABILITIES ACT Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings and meetings should contact the School District of Osceola County's Purchasing Department in Kissimmee, Florida at telephone (407) 870-4630 or fax (407) 870-4616 at least five (5) days prior to the date accommodations are required.

17. DEFINITIONS

Contract – Agreement between the Respondent and the School District of Osceola County for services as defined in the Scope of Services.

Department/School – Any department or school within School District of Osceola County.

District – The School District of Osceola County.

Firm - Any business Firm that will be or has been awarded a contract by the School District.

Insurer – Insurance Company who provides insurance coverage as specified in this RFQ.

Purchasing Representative – Director of Purchasing & Warehouse or designee for the School District of Osceola County, Florida.

Respondent - The person, Firm, or corporation who submits a response.

School Board - The Osceola County Schools Board Members

School District- The School District Osceola County, Florida.

Scope of Services - The complete details of the services involved in the design, fabrication, and assembly of the components of a project's deliverables into a working product.

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the Firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the Firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the Firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, Firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (*List*)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____

STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

**Notification Regarding Public Entity Crime and Discriminatory Vendor List
Requirements and Disqualification Provision**

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted Vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted Vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted Vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted Vendor list so long as that person's name appears on the convicted Vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory Vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory Vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory Vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory Vendor list so long as that entity's name appears on the discriminatory Vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134,

Florida Statutes.

- C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.



NON-DISCLOSURE AGREEMENT
For
CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFQ/RFP DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION*, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School District of Osceola County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School District of Osceola County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School District of Osceola County for the purpose of responding to a request for proposal or otherwise conducting business with the School District; and

WHEREAS, the School District desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and

services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School District and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School District that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School District for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School District agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the negotiations or the business relationship with the School District, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School District, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School District acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - (a) Information already known or independently developed by the School District;
 - (b) Information in the public domain through no wrongful act of the School District;
 - (c) Information received by the School District from a third party who was legally free to disclose it;
 - (d) Information disclosed by the Respondent to a third party without restriction on

disclosure;

- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Respondent. In the event that the School District discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School District's prior written consent. Further, upon conclusion of discussions or business transactions between the School District and the Respondent, or at any time upon request of the School District, Respondent agrees to return such information (including any copies) to the School District.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School District's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School District may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes. Respondent further understands that the School District may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School District to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School District in defending the denial of the records request, and shall hold the School District harmless from any claim for statutory costs and attorneys fees arising from the School District's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School District beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School District be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School District, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School District designates the following address for such notice:

The School District of Osceola County, Florida
Director of Purchasing and Warehouse
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of

Florida, Orlando Division.

12. Respondent and the School District hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

School District of Osceola County, Florida

Respondent

BY: _____

BY: _____

NAME: Blaine Muse

NAME: _____

TITLE: Superintendent

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL MATERIALS

DESCRIPTION OF CONFIDENTIAL MATERIALS

HOLD HARMLESS AGREEMENT

Return this page ONLY if claiming exemption from the Worker's Compensation Insurance Requirement

I, _____, am the owner of _____, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs less than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School District of Osceola County, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with the School District of Osceola County, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the School District of Osceola County or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the School District of Osceola County in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the School District of Osceola County under Section 768.28, Florida Statutes.

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

(Seal)

Commission Expires _____

**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)**.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

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

Organization Name

RFQ #SDOC-08-Q-083
Solicitation Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein 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 of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", 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 these 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 perspective 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 may pursue available remedies, including suspension and/or debarment.

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

VENDING MACHINE AGREEMENT

THIS AGREEMENT is made on _____, 20____, by and between The School Board of Osceola County, Florida on behalf of

_____ [name of school] (the "School")

and

_____ [name of vending machine operator] (the "Operator").

Recitals

WHEREAS, the Operator is a _____ [sole proprietorship or partnership or corporation] with a principal office and place of business at _____ [address], City of _____, State of _____, and is engaged in the business of installing and operating automatic vending machines at various business locations and of selling food, and beverage to the public through vending machines.

WHEREAS, the School's campus is located at _____ [address], City of _____, State of _____.

WHEREAS, the Operator desires to install a vending machines, and the School desires to grant to the Operator a license for this purpose on the terms and conditions contained in this Agreement.

THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, it is agreed as follows:

Grant

1. The School hereby grants to the Operator the right and privilege to operate vending services on the premises of the School, and to sell at the School products as identified in Exhibit A to this Agreement.

Installation of Machines

2. The Operator shall install on the premises of the School at locations specified by the School. Machines for the sale of products as set forth in Exhibit A attached to this Agreement and incorporated herein by reference. The Operator shall have the right to remove any of the machines installed and to replace the machine with a machine of like quality and appearance.

Changes in Machines

3. The Operator shall have the right, with the approval of the School, to furnish additional machines as required to meet the needs of the vending machine customers. The Operator shall have the further right to remove any machines whose operation proves unprofitable.

Ownership of Machines

4. All machines placed on the premises of the School by the Operator are and shall remain the property of the Operator. The School shall not permit anyone other than a duly authorized agent of the Operator to remove or in any way tamper with or change any of the machines. The Operator assumes the full risk and responsibility for any loss, destruction, or damage occurring to the vending machines.

Schedule of Commissions

5. The Operator shall pay to the School a monthly commission computed on the gross receipts of all classes of goods sold each month, at the rate or percentage on each class of goods specified in Exhibit A.

Adjustments to Commission Schedule

6. Commissions shall not be adjusted unless otherwise agreed by the parties.

Records and Statements

7. The Operator shall at all times keep an accurate and true record of all inventories supplied to the vending machines on the premises of the School and of all sales and collections made in connection with the Operator's vending machine operation on the premises. The Operator shall permit the inspection of these records during normal business hours by the School or the School's authorized representative for the purpose of verifying the correctness of the accounts and of the amounts due to the School as commissions. The Operator shall submit to the School within 15 days following the end of each month a complete statement of all sales made during the month and of the commissions due to the School under Paragraph 5 of this Agreement. The Operator shall remit payment in full for commissions due along with the monthly statement.

Location of Machines

8. The School shall provide a suitable area on its premises for the placement of the vending machines provided under this Agreement and for use by patrons of the vending machines for eating or for rest and relaxation.

Maintenance and Service

9. (a) The Operator shall regularly inspect and service the vending machines covered by this Agreement and shall keep them operating and in good working order at all times. The Operator shall also maintain the machines in a clean and sanitary condition in accordance with all applicable federal, state, and local laws.
- (b) The Operator shall refill the machines as often as is necessary to reasonably meet the demands of the patrons of the vending machines. The Operator shall supply the machines with fresh products and shall rotate the products so that older products will be purchased first. Stale or spoiled products shall be removed from the machines promptly upon discovery. In no case shall a product be left in a machine beyond the manufacturer's recommended last date for sale.
- (c) The School shall furnish and bear the expense of regular janitorial service for the area in which the vending machines covered by this Agreement are located.
- (d) The School shall supply suitable waste disposal containers for the convenience of users of the vending machines and of the adjacent eating areas, and shall provide and bear the expense of garbage removal and disposal services.

Utility and Service Connections

10. The School shall furnish and bear the expense of all necessary heat, lighting, hot and cold water, and electricity that may be required for the operation of the vending machines. The School shall provide continuous service to the machines and machine areas and shall not cause or permit the interruption of service except in the event of an emergency.

Electrically Operated Machines

11. All electrically operated vending machines furnished under this Agreement shall be equipped so as to provide thermal overload protection, and shall comply with any and all specifications, rules or regulations promulgated by the federal, state or local governments. In addition, all machines furnished under this Agreement shall bear the seal of approval of the Underwriters' Laboratories, Inc. All electrical equipment and wiring required to be installed to provide for the operation of the machines shall be installed in strict accordance with the applicable ordinances and regulations applicable to the School at its location.

Selection and Pricing

12. The School and the Operator shall agree upon the selection and pricing of products and merchandise offered for sale in the vending machines placed on the premises of the School. Selection of products must comply with the Wellness Policies of the School Board and with all School Board and School rules relating to the operating hours of the machine. The School may, from time to time, make suggestions to the Operator relating to the selection, stocking, or pricing of goods offered or to be offered in its machines.

Service Personnel

13. (a) The Operator's service personnel shall at all times be dressed in clean uniforms and shall observe all regulations in effect on the School's premises.
- (b) The Operator acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of the Contract for any agent or employee of the Operator to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to safety, health, and well being of any student or employee of the School Board. The Operator agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee. School shall have complete discretion as to the persons permitted to enter on to its campus.
- (c) The Operator agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by the School Board in advance of the Operator or its personnel providing any services under the conditions described in the previous sentence. The Operator shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Operator and its personnel. The parties agree that the failure of the Operator to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Operator agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or

mental injury, death or property damage resulting from Operator's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

Compliance With Laws

14. (a) Both the Operator and the School shall comply with all applicable federal, state, or local laws relating to the sale of food, beverages, and tobacco products through vending machines. In particular, the Operator shall obtain any permits or licenses, post or display any stickers or notices, maintain any records, submit any reports, and pay any taxes required by law for the operation of vending machines.

(b) The Agreement shall be governed by and construed under the laws of the state of Florida and the United States of America. Except for a suit in federal court, Osceola County, Florida shall be the proper place of venue for all suits brought under the Agreement. Any legal proceedings arising out of or in connection with the Agreement shall be brought in the circuit courts of Osceola County, Florida or, if appropriate, United States District Court for the Middle District of Florida, Orlando Division.

(c) The School Board does not agree to arbitrate in any manner whatsoever any issue arising out of the Agreement. The School Board does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of the Contract.

Fees and Taxes

15. The Operator shall be responsible for and shall pay all state, county, and city license fees and sales or other taxes that may be imposed on the sales of articles through its vending machines. The Operator shall also be responsible for maintaining any records and submitting any returns or receipts required in connection with any fees or taxes.

Insurance and Indemnity

16. (a) The Operator shall procure and maintain in full force and effect during the term of this Agreement the following policies of insurance:

(1) Comprehensive Bodily Injury, Property Damage, and Liability Insurance covering losses caused by the operation of automobiles, trucks, or other vehicles with limits of \$1,000,000.00 for injury or death of one person and \$1,000,000.00 for injury or death of two or more persons in any one accident, and \$ 1,000,000.00 for property damage in any one accident, and also including bodily injury and property damage or loss caused by independent Operators or by agents of the Operator.

(2) Product Liability Insurance with minimum limits of \$1,000,000.00 for injury or death of one person and \$1,000,000.00 for each accident or occurrence to cover the liability of both the Operator and the School and the agents and employees of each in connection with the operation of the vending machines.

(3) Workers' Compensation Insurance as prescribed by the laws of the State of Florida.

(b) In addition, the Operator agrees to indemnify and hold the School harmless from any claims arising out of the actions of the Operator or its agents or employees in installing, removing, or servicing any of the vending machines covered by the Agreement or in carrying on any other activities on the premises of the School.

Term

17. This Agreement shall be for a term to begin on the date of execution and to end on the next succeeding June 30, and shall be renewed automatically for successive *one*-year periods ending on June 30 unless notice of termination is given by either party to the other at least thirty days prior to the expiration of the then current period.

Termination

18. (a) Either party may terminate this Agreement by giving sixty days' notice in writing to the other party of an intention to terminate.

(b) School shall have the right to have any machines removed, with 30 days' notice given to Operator, if the products provided by the Operator do not meet acceptable standards for the school.

(c) This Agreement may be terminated by either party upon the default of the other party in the performance of an obligation or upon a material breach of any of the terms or conditions of this Agreement if the other party fails to cure the default or breach within 30 days after service upon it of notice of the default or breach.

Removal of Machines

19. Upon termination of this Agreement the Operator shall vacate the premises of the School and shall remove all vending machines and vending machine products that have been placed by it on the premises. The Operator shall, however, to the extent possible, restore the premises to their condition prior to the installation of the vending machines. In the event that the Operator fails to remove its machines and products within ten days after termination of the Agreement, the School may have them removed and stored at the expense of the Operator.

Damages for Breach

20. (a) In the event that this Agreement is terminated by reason of a breach or default in performance by the School, the Operator shall be entitled to recover, in addition to any other sums to which it may be entitled, the unamortized expenses incurred in the installation of the vending machines and equipment on the premises of the School plus _____ percent of the average monthly gross receipts from the vending machine operation up to the time of breach multiplied by the number of months remaining under the contract at the time of termination, prorated to take into account any partial monthly period.

(b) In the event that this Agreement is terminated due to a breach or default by the Operator, the School shall be entitled to receive an amount for lost commissions. The amount shall be calculated by multiplying the average monthly commissions earned up to the time of breach by the number of months remaining under the Agreement at the time of termination, prorated to account for any partial monthly period.

Public Records Law.

21. The Contract and Addendum are subject to and governed by the laws of the state of Florida which generally make public all records or other writings made or received by the parties. The parties agree to comply with the Public Records and Sunshine Laws.

Independent Operator Status

22. It is the intention and understanding of the parties that the Operator is an independent

Operator under this Agreement and that no agency or employment relationship is created between the parties by this Agreement. It is understood and agreed that nothing contained in the Contract shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause either party to be responsible in any way for the debts and obligations of the other party.

Notices

23. All written notices required to be given under this Agreement shall be mailed by first class mail and addressed as follows:

School:

Operator:

Either party may change its address for the purpose of receiving notice by giving the other party written notice of the change.

Alterations in Facilities

24. The School agrees to notify the Operator of any alterations in the premises that may affect the operation of the vending machine service or that will affect any of the areas covered by this Agreement.

Assignment

25. This Agreement shall not be assignable by the Operator without the prior written consent of the School. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties.

Entire Agreement

26. This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and supersedes any and all other agreements, understandings, statements, or representations, either oral or in writing.

INTENDING TO BE BOUND, the parties have executed this agreement on the date first written above.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

On behalf of _____.

By: _____ [*signature*]

OPERATOR

_____ [*name of operator*]

By: _____ [*signature*]

[*typed name and title*]