



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
E-3.

MEETING DATE	2018-10-02 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	E. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

TITLE:
Recommendation of \$500,000 or Less - 19-044H - Healthy Vending Program

REQUESTED ACTION:
Approve the recommendation to award the above Invitation to Bid (ITB). Contract Term: January 1, 2019 through December 31, 2022, 3 Years; User Department: Food & Nutrition Services; Award Amount: None; Awarded Vendor(s): Eight (8); Small/Minority/Women Business Enterprise Vendor(s): Gilly Vending, Inc.; Qixi Group, LLC. See Supporting Docs for Continuation of Requested Action.

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida, received eight (8) bids in response to ITB 19-044H - Healthy Vending Program. Schools and locations will be able to select their vending provider from the pool of Awardees. Awardees furnish, install, stock and maintain campus drink and snack vending machines for Elementary, Middle, High, Technical Schools, and Administrative Sites.
These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the District.

EXHIBITS: (List)
(1) Continuation of Requested Action (2) Executive Summary (3) Agreements - 8 (4) Recommendation Tabulation (5) Financial Analysis Worksheet

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Mary Mulder	Phone: 754-321-0215
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
9/25/2018, 3:27:32 PM

Approved In Open Board Meeting On: **OCT 02 2018**
By: *Nora Rupert*
School Board Chair

CONTINUATION OF REQUESTED ACTION

The Bid has eight (8) awarded vendors:

All Stop Vending, LLC

Bettoli Trading, Corp. d/b/a Bettoli Vending

Compass, USA, Inc., a.k.a. Canteen Refreshment Services (Formerly Family Vending)

Fresh Start Vending, Inc.

Gilly Vending, Inc.*

RHO Consulting, Corp., d/b/a InstaHealthy

Qixi Group, LLC*

Right Choice Vending/Coffee, LLC

*Small/Minority/Women Business Enterprise Certified Vendor (s)

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Less 19-044H – Healthy Vending Program

This request is to approve the recommendation to award Invitation to Bid (ITB) 19-044H – Healthy Vending Program for a thirty-six (36) month contract from January 1, 2019 through December 31, 2022. This ITB provides a pool of pre-approved vendors that are able to supply vending machine services to various District locations. Awardees furnish, install, stock and maintain campus drink and snack vending machines for Elementary, Middle, High, Technical Schools, and Administrative sites. Schools and District locations receiving vending machine services are paid fixed commissions on gross product sales. These commissions benefit and enrich the location's student-oriented programs.

Commission reports for Fiscal Years 2016-2017 and 2017-2018 were summarized for all locations, and the aggregate results per level are:

	FISCAL YEAR 2016-2017		FISCAL YEAR 2017-2018	
	SALES	COMMISSION	SALES	COMMISSION
ELEMENTARY	\$192,354	\$ 50,693	\$ 185,254	\$ 45,550
MIDDLE	\$231,502	\$ 76,204	\$ 259,901	\$ 83,094
HIGH SCHOOL	\$963,543	\$ 344,422	\$ 924,738	\$ 333,734

High School commissions have decreased; however, schools have been provided additional funding from the District to offset some of the loss of revenue. Pro-rated amounts were set based on the loss of revenue from previous sales. Schools received either \$16,000 or \$40,000 that was allocated to school's budgets. Commissions from the vending machine program are not the only source of income for the schools, and other factors may also come into play that impact sales volume including school-based fundraisers that are smart-snack compliant.

ITB 19-044H will replace two (2) contracts: ITB 15-051T Healthy Vending Program-Pre Approval of Vendors and ITB 58-090H Healthy Vending Services. ITB 15-051T is an SBBC contract that started on September 16, 2014, and will expire on December 31, 2018. ITB 58-090B is a Piggyback contract from The School District of Palm Beach County (SDPBC) and was approved at the Regular School Board Meeting of January 17, 2018, to add new vendors to the current pool of service providers. The current design of the bid followed previous bids' ITB formats which have performed in securing the provision of vending machine services to the District.

Procurement & Warehousing Services (PWS) received responses from eight (8) bidders who complied with all bid terms and specifications. The Supplier Diversity and Outreach Program was notified of this ITB's release in order to solicit minority vendors, and two (2) Small Minority/Women Business Enterprise vendors are recommended for award.

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Bidders offered their commissions based on location type. The commission rates were awarded in five (5) categories based on location type. The categories and their respective commission rates are as follows:

VENDOR	ITEM 1 Elementary	ITEM 2 Middle and Combined K-8	ITEM 3 High and Combined 6-12	ITEM 4 Technical Schools	ITEM 5 Administrative Sites
All Stop Vending, LLC	32 percent	32 percent	32 percent	38 percent	38 percent
Bettoli Trading Corp., d/b/a Bettoli Vending	5 percent	10 percent	20 percent	30 percent	20 percent
Compass Group USA, Inc., d/b/a Canteen Corporation	5 percent	5 percent	26 percent	26 percent	25 percent
Fresh Start Vending, Inc.	20 percent	25 percent	30 percent	30 percent	25 percent
Gilly Vending, Inc.	No Bid	23 percent	36 percent	23 percent	23 percent
RHO Consulting Corp.	15 percent	15 percent	15 percent	15 percent	15 percent
Qixi Group, LLC	2 percent	5 percent	10 percent	10 percent	10 percent
Right Choice Vending	19 percent	29 percent	31 percent	31 percent	19 percent

This award recommendation adds new vendors, offering additional opportunities and more variety to the District. Administration at the various locations may contact any of the Awardees in the pool to request or change vending services or products at any time during the contract, at no cost to the District. In an effort to better support schools in maximizing the income potential of their contracts, PWS has identified opportunities to expand communications (mass emails and regular updates) with schools and vendors, as frequently as necessary, to make them aware of opportunities for improvements or of new product availability that may be added to the currently approved product lists.

Vendors have the technology and the tools to provide sales performance information and to work with administrators to maximize the income potential of their contract. Additionally, principals have the authority to request sales reports and are encouraged to communicate with vendors to assist in appropriate decision – making for stocking the best-selling items, therefore increasing commissions.

Through this ITB, healthy snacks are available in vending machines located in student areas throughout the District. Items available to the students meet the USDA’s Smart Snacks in School guidelines. These snacks contain no more than two hundred (200) calories with limited amounts of sodium, fat, and sugar. Food & Nutrition Services reviews the nutritional profiles for these items and approve those which meet the guidelines. The USDA Smart Snacks in School guidelines remain unchanged since their inception in 2014. USDA Federal Guidelines can be viewed on the USDA Smart Snacks webpage at <https://www.fns.usda.gov/school-meals/tools-schools-focusing-smart-snacks>. Additional information can be viewed on the Florida Department of Agriculture and Consumer Services <http://www.freshfromflorida.com/Divisions-Offices/Food-Nutrition-and-Wellness/National-School-Lunch-Program/Smart-Snacks>. The lists of items approved at Broward Schools are available on the Food & Nutrition Services website. New items will be added as vendors submit more up-to-date product offerings.

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PWS benchmarked the current contract with the SDPBC. For the vendors servicing the largest number of high schools, and that are common to both contracts, commissions offered to The School Board of Broward County, Florida (SBBC), are more favorable.

	Compass Group USA/Canteen		Gilly Vending	
	SBBC	Palm Beach	SBBC	Palm Beach
Elementary Schools:	5 percent	10 percent	No Bid	No Bid
Middle Schools:	5 percent	10 percent	23 percent	23 percent
High Schools:	26 percent	10 percent	36 percent	33 percent
Centers/Technical Schools:	26 percent	Not Available	23 percent	Not Available
Administrative Sites:	10 percent	10 percent	23 percent	25 percent

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of October, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ALL STOP VENDING, LLC
(hereinafter referred to as "VENDOR"),
a foreign limited liability company authorized to do business in Florida
whose principal place of business is
3149 John P Curci Drive Bay 4
Pembroke Park, FL 33009

WHEREAS, SBBC issued Invitation to Bid 19-044H for Healthy Vending Program (hereinafter referred to as ITB), dated June 14, 2018 and amended by Addendum 1 dated June 20, 2018 all which are incorporated by reference herein, for the purpose of receiving bids for healthy vending machine services, and;

WHEREAS, VENDOR offered a bid dated July 18, 2018 (hereinafter referred to as "BID") which is incorporated by reference herein, in response to this ITB; and

WHEREAS, VENDOR is willing to provide a healthy vending machine program for Broward County Schools, centers and offices of SBBC; and

WHEREAS, SBBC desires to obtain goods and services from VENDOR to provide a vending machine services program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR'S Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
The School Board of Broward County, Florida
7720 West Oakland Park Blvd., 2nd Floor
Sunrise, Florida 33351

To VENDOR: General Manager
All Stop Vending, LLC
3149 John P Curci Drive, Bay 4
Pembroke Park, FL 33009

2.08 Background Screening. VENDOR shall 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, will 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to

indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery

costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibit[s] attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every

other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 08/30/18
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

[Signature]
_____, Secretary

-or-

[Signature]
Witness
[Signature]
Witness

ALL STOP VENDING, LLC

By _____

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 8/28/18 day of 20 by Michael Heff of ALL STOP VENDING Name of Person
3149 John P Curci Drive Bay 4, on behalf of the corporation/agency.
Pembroke Park, FL 33009 Name of Corporation or Agency
(854) 923-0444
He/She is personally known to me or produced H413-540-61-270-0 as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]

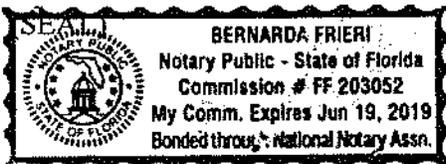
Signature - Notary Public

Bernarda Frieri

Printed Name of Notary

FF 203052

Notary's Commission No.



AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of October, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BETTOLI TRADING, CORP. D/B/A BETTOLI VENDING

(hereinafter referred to as "VENDOR"),
a Florida Profit Corporation
whose principal place of business is
6095 NW 167th St, Unit D-4
Hialeah, FL 33015

WHEREAS, SBBC issued Invitation to Bid 19-044H for Healthy Vending Program (hereinafter referred to as ITB), dated June 14, 2018 and amended by Addendum 1 dated June 20, 2018 all which are incorporated by reference herein, for the purpose of receiving bids for healthy vending machine services, and;

WHEREAS, VENDOR offered a bid dated July 18, 2018 (hereinafter referred to as "BID") which is incorporated by reference herein, in response to this ITB; and

WHEREAS, VENDOR is willing to provide a healthy vending machine program for Broward County Schools, centers and offices of SBBC; and

WHEREAS, SBBC desires to obtain goods and services from VENDOR to provide a vending machine services program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on January 1, 2019 and conclude on December 31, 2022. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, ninety (90) calendar days beyond the expiration date of the final renewal period. SBBC's Procurement & Warehousing Services Department will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Agreement, then;
- Second: Addendum 1, dated June 28, 2018, then;
- Third: ITB 19-044H – Healthy Vending Program, then;
- Fourth: Bid submitted in response to the ITB by VENDOR.

2.03 **Services:** VENDOR will provide SBBC with healthy vending machines services as proposed in its Bid and in compliance with this Agreement, the ITB and its Addendum.

2.04 **Commission Rates.** Commission Rates payable to SBBC by vendor shall be firm and fixed for the term of the Agreement as stated below:

- 2.04.1 Elementary Schools five percent (5%)
(Teacher's Lounges and After-Care Areas)
- 2.04.2 Middle Schools & Combined K-8 Schools ten percent (10%)
(Teacher's Lounges and Student Areas)
- 2.04.3 High Schools & Combined 6-12 Schools twenty percent (20%)
(Teacher's Lounges and Student Areas)
- 2.04.4 Technical Centers thirty percent (30%)
(Exempt from "Smart Snacks at School" program)
- 2.04.5 Administrative Sites twenty percent (20%)
(Exempt from "Smart Snacks at School" program)

2.05 **Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **Inspection of VENDOR'S Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of VENDOR'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose

of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR'S Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
The School Board of Broward County, Florida
7720 West Oakland Park Blvd., 2nd Floor
Sunrise, Florida 33351

To VENDOR: General Manager
Bettoli Trading, Corp. D/B/A Bettoli Vending
6095 NW 167th Street, Unit D-4
Hialeah, FL 33015

2.08 Background Screening. VENDOR shall 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, will 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to

indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery

costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibit[s] attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every

other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

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3.11 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

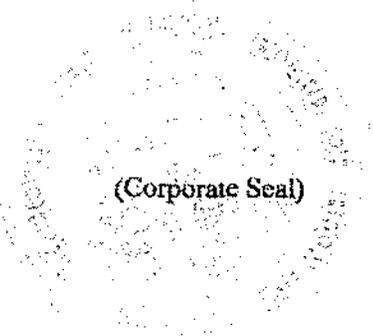
3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 09/30/12
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

**BETTOLI TRADING, CORP.
D/B/A BETTOLI VENDING**

ATTEST:

By *Maurizio L. Bettoli*

_____, Secretary

-or-

Alison Capone
Witness

[Signature]
Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Miami Dade.

The foregoing instrument was acknowledged before me this 29 day of
August, 2018 by Maurizio L. Bettoli of

Name of Person
Bettoli Trading Corp, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced FLDL as
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 2/28/21

Monica L. Santana
Signature - Notary Public



Monica L. Santana
Printed Name of Notary

GG065755
Notary's Commission No.

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whose principal place of business is
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and

COMPASS GROUP USA, INC.
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a foreign profit corporation authorized to do business in Florida
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Charlotte, NC 28217

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(Exempt from "Smart Snacks at School" program)

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2.06 **Inspection of VENDOR'S Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of VENDOR'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or

authorized representative shall have access to VENDOR'S Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director of Food and Nutrition Services The School Board of Broward County, Florida 7720 West Oakland Park Blvd., 2 nd Floor Sunrise, Florida 33351
To VENDOR:	Steve Luccia, Division President Compass Group USA, Inc. by and through its Canteen Division 2400 Yorkmont Rd. Charlotte, NC 28217

2.08 Background Screening. VENDOR shall 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, will 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage

resulting from VENDOR'S failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any

claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibit[s] attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 08/30/18
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

COMPASS GROUP USA, INC.

ATTEST:

By Steve P

_____, Secretary

-or-

Tracie J. Schaffer

Witness

[Signature]

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 27th day of August, 2018 by Steve Luccia of _____
Name of Person

Compass Group USA, Inc. by and through its Canteen Division, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and ~~did~~ not first take an oath. Type of Identification

My Commission Expires: 8/3/2021

[Signature]
Signature - Notary Public

(SEAL)  Nicola F Pagley
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG097269
Expires 8/3/2021

Nicola F. Pagley
Printed Name of Notary

GG097269
Notary's Commission No.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of October, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FRESH START VENDING, INC.
(hereinafter referred to as "VENDOR"),
a Florida Profit Corporation
whose principal place of business is
5374 NW 126 Drive
Coral Springs, FL 33076

WHEREAS, SBBC issued Invitation to Bid 19-044H for Healthy Vending Program (hereinafter referred to as ITB), dated June 14, 2018 and amended by Addendum 1 dated June 20, 2018 all which are incorporated by reference herein, for the purpose of receiving bids for healthy vending machine services, and;

WHEREAS, VENDOR offered a bid dated July 18, 2018 (hereinafter referred to as "BID") which is incorporated by reference herein, in response to this ITB; and

WHEREAS, VENDOR is willing to provide a healthy vending machine program for Broward County Schools, centers and offices of SBBC; and

WHEREAS, SBBC desires to obtain goods and services from VENDOR to provide a vending machine services program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR'S Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
The School Board of Broward County, Florida
7720 West Oakland Park Blvd., 2nd Floor
Sunrise, Florida 33351

To VENDOR: General Manager
Fresh Start Vending
5374 NW 126 Drive
Coral Springs, FL 33076

2.08 Background Screening. VENDOR shall 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, will 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no

further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

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including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

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- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

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(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibit[s] attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every

other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

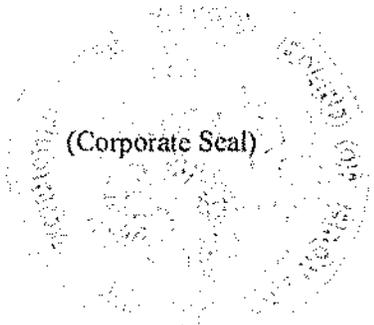
3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 09/05/2019
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

FRESH START VENDING, INC.

ATTEST:

By *Vicki Dandes*

_____, Secretary

-OF-
Witness *Jean Gano*

Witness *Michael Ando*

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

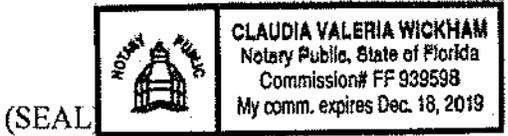
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 01st day of September, 2018 by Vicki K. Dandes of Fresh Start Vending, Inc on behalf of the corporation/agency.

He/She is personally known to me or produced Driver's License as identification and did/did not first take an oath.

My Commission Expires: 12/18/2019



Claudia Valeria Wickham
Signature - Notary Public

Claudia Valeria Wickham
Printed Name of Notary

FF939598
Notary's Commission No.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of October, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GILLY VENDING, INC.
(hereinafter referred to as "VENDOR"),
a Florida Profit Corporation
whose principal place of business is
990 NW 166th Street
Miami, FL 33169

WHEREAS, SBBC issued Invitation to Bid 19-044H for Healthy Vending Program (hereinafter referred to as ITB), dated June 14, 2018 and amended by Addendum 1 dated June 20, 2018 all which are incorporated by reference herein, for the purpose of receiving bids for healthy vending machine services, and;

WHEREAS, VENDOR offered a bid dated July 18, 2018 (hereinafter referred to as "BID") which is incorporated by reference herein, in response to this ITB; and

WHEREAS, VENDOR is willing to provide a healthy vending machine program for Broward County Schools, centers and offices of SBBC; and

WHEREAS, SBBC desires to obtain goods and services from VENDOR to provide a vending machine services program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on January 1, 2019 and conclude on December 31, 2022. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, ninety (90) calendar days beyond the expiration date of the final renewal period. SBBC's Procurement & Warehousing Services Department will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Agreement, then;
- Second: Addendum 1, dated June 28, 2018, then;
- Third: ITB 19-044H – Healthy Vending Program, then;
- Fourth: Bid submitted in response to the ITB by VENDOR.

2.03 **Services:** VENDOR will provide SBBC with healthy vending machines services as proposed in its Bid and in compliance with this Agreement, the ITB and its Addendum.

2.04 **Commission Rates.** Commission Rates payable to SBBC by vendor shall be firm and fixed for the term of the Agreement as stated below:

- 2.04.1 Middle Schools & Combined K-8 Schools (Teacher's Lounges and Student Areas) twenty-three percent (23%)
- 2.04.2 High Schools & Combined 6-12 Schools (Teacher's Lounges and Student Areas) thirty-six percent (36%)
- 2.04.3 Technical Centers (Exempt from "Smart Snacks at School" program) twenty-three percent (23%)
- 2.04.4 Administrative Sites (Exempt from "Smart Snacks at School" program) twenty-three percent (23%)

2.05 **Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **Inspection of VENDOR'S Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of VENDOR'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR'S Records from the effective date of

this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
The School Board of Broward County, Florida
7720 West Oakland Park Blvd., 2nd Floor
Sunrise, Florida 33351

To VENDOR: Gilda Rosenberg
President
Gilly Vending, Inc.
990 NW 166th Street
Miami, FL 33169

With a Copy to: Amit Biegun
CFO
Gilly Vending, Inc.
990 NW 166th Street
Miami, FL 33169

2.08 Background Screening. VENDOR shall 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, will 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when

acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR** agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

2.11 **Insurance Requirements.** **VENDOR** shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** **VENDOR** shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** **VENDOR** shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** **VENDOR** shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** **VENDOR** shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by **VENDOR** to **SBBC**'s Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, **SBBC** has partnered with **EXIGIS** Risk Management Services to collect and verify insurance

documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

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ARTICLE 3 – GENERAL CONDITIONS

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3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

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default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

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3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Michael J. [Signature] 08/30/12
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

GILLY VENDING, INC.

ATTEST:

By [Signature]

_____, Secretary

-OR-
Witness [Signature]

Witness [Signature]

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

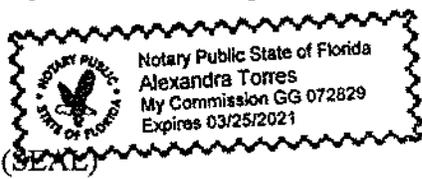
STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of August, 2018 by [Signature] of [Signature] Name of Person, on behalf of the corporation/agency. Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:



[Signature]
Signature - Notary Public

[Signature]
Printed Name of Notary

66072829
Notary's Commission No.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of October, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

RHO CONSULTING, CORP.
(hereinafter referred to as "VENDOR"),
a foreign profit corporation authorized to do business in Florida
whose principal place of business is
2629 Ariane Drive,
San Diego, CA 92117

WHEREAS, SBBC issued Invitation to Bid 19-044H for Healthy Vending Program (hereinafter referred to as ITB), dated June 14, 2018 and amended by Addendum 1 dated June 20, 2018 all which are incorporated by reference herein, for the purpose of receiving bids for healthy vending machine services, and;

WHEREAS, VENDOR offered a bid dated July 18, 2018 (hereinafter referred to as "BID") which is incorporated by reference herein, in response to this ITB; and

WHEREAS, VENDOR is willing to provide a healthy vending machine program for Broward County Schools, centers and offices of SBBC; and

WHEREAS, SBBC desires to obtain goods and services from VENDOR to provide a vending machine services program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on January 1, 2019 and conclude on December 31, 2022. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, ninety (90) calendar days beyond the expiration date of the final renewal period. SBBC's Procurement & Warehousing Services Department will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Agreement, then;
- Second: Addendum 1, dated June 28, 2018, then;
- Third: ITB 19-044H – Healthy Vending Program, then;
- Fourth: Bid submitted in response to the ITB by VENDOR.

2.03 **Services:** VENDOR will provide SBBC with healthy vending machines services as proposed in its Bid and in compliance with this Agreement, the ITB and its Addendum.

2.04 **Commission Rates.** Commission Rates payable to SBBC by vendor shall be firm and fixed for the term of the Agreement as stated below:

- 2.04.1 Elementary Schools fifteen percent (15%)
(Teacher's Lounges and After-Care Areas)
- 2.04.2 Middle Schools & Combined K-8 Schools fifteen percent (15%)
(Teacher's Lounges and Student Areas)
- 2.04.3 High Schools & Combined 6-12 Schools fifteen percent (15%)
(Teacher's Lounges and Student Areas)
- 2.04.4 Technical Centers fifteen percent (15%)
(Exempt from "Smart Snacks at School" program)
- 2.04.5 Administrative Sites fifteen percent (15%)
(Exempt from "Smart Snacks at School" program)

2.05 **Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **Inspection of VENDOR'S Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of VENDOR'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose

of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR'S Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director of Food and Nutrition Services The School Board of Broward County, Florida 7720 West Oakland Park Blvd., 2 nd Floor Sunrise, Florida 33351
To VENDOR:	President RHO Consulting, Corp 2629 Ariane Drive, San Diego, CA 92117

2.08 Background Screening. VENDOR shall 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, will 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no

further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC 's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses

including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibit[s] attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every

other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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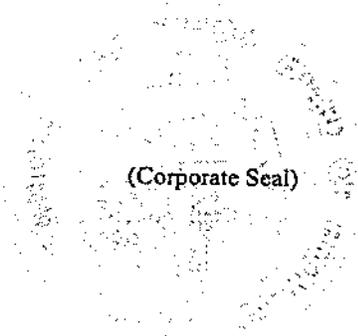
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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature]
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

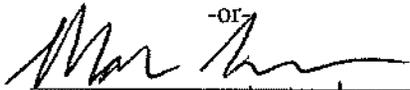
RHO CONSULTING, CORP.

ATTEST:

By


Ryan Okute

_____, Secretary

-or-

Witness Makela Kramer


Witness Brunwyn Landry

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ of _____

_____, on behalf of the corporation/agency.
Name of Person
_____, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Signature - Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)

On August 31, 2018 before me, Olga Abuaita, Notary Public

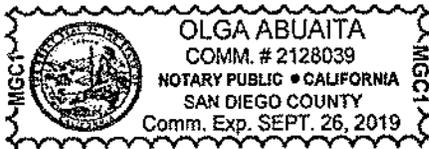
Date Here Insert Name and Title of the Officer

personally appeared Ryan OKeefe
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

Attached to Agreement for Rho Consulting, Corp.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of October, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

QIXI GROUP, LLC
(hereinafter referred to as "VENDOR"),
a Florida limited liability company
whose principal place of business is
13421 South Shore Blvd. Ste 203
Wellington, FL 33414

WHEREAS, SBBC issued Invitation to Bid 19-044H for Healthy Vending Program (hereinafter referred to as ITB), dated June 14, 2018 and amended by Addendum 1 dated June 20, 2018 all which are incorporated by reference herein, for the purpose of receiving bids for healthy vending machine services, and;

WHEREAS, VENDOR offered a bid dated July 18, 2018 (hereinafter referred to as "BID") which is incorporated by reference herein, in response to this ITB; and

WHEREAS, VENDOR is willing to provide a healthy vending machine program for Broward County Schools, centers and offices of SBBC; and

WHEREAS, SBBC desires to obtain goods and services from VENDOR to provide a vending machine services program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on January 1, 2019 and conclude on December 31, 2022. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, ninety (90) calendar days beyond the expiration date of the final renewal period. SBBC's Procurement & Warehousing Services Department will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Agreement, then;
- Second: Addendum 1, dated June 28, 2018, then;
- Third: ITB 19-044H – Healthy Vending Program, then;
- Fourth: Bid submitted in response to the ITB by VENDOR.

2.03 **Services:** VENDOR will provide SBBC with healthy vending machines services as proposed in its Bid and in compliance with this Agreement, the ITB and its Addendum.

2.04 **Commission Rates.** Commission Rates payable to SBBC by vendor shall be firm and fixed for the term of the Agreement as stated below:

- 2.04.1 Elementary Schools two percent (2%)
(Teacher's Lounges and After-Care Areas)
- 2.04.2 Middle Schools & Combined K-8 Schools five percent (5%)
(Teacher's Lounges and Student Areas)
- 2.04.3 High Schools & Combined 6-12 Schools ten percent (10%)
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(Exempt from "Smart Snacks at School" program)
- 2.04.5 Administrative Sites ten percent (10%)
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2.05 **Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **Inspection of VENDOR'S Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of VENDOR'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose

of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR'S Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
The School Board of Broward County, Florida
7720 West Oakland Park Blvd., 2nd Floor
Sunrise, Florida 33351

To VENDOR: Manager
Qixi Group, LLC
13421 South Shore Blvd, Ste. 203
Wellington, FL 33414

2.08 Background Screening. VENDOR shall 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, will 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to

indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery

costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibit[s] attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every

other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

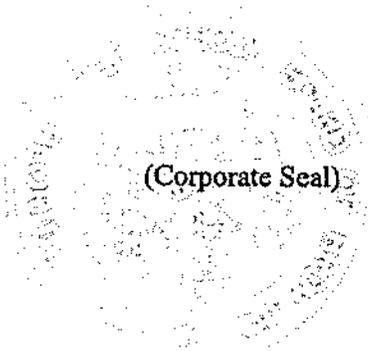
3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Shelley... 09/04/2009
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

QIXI GROUP, LLC

ATTEST:

By [Signature]

_____, Secretary
-or-

[Signature]
Witness Jennine Cabanellas
[Signature]
Witness Jader Cabanellas

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

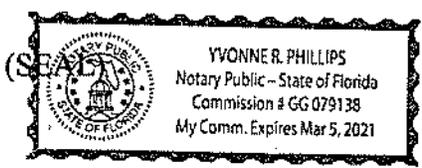
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30th day of Aug, 2018 by Sean Gonzalez of QIXI Group LLC on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency
He/She is personally known to me or produced FL Dr. License as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public
Yvonne R. Phillips
Printed Name of Notary
GG 079138
Notary's Commission No.



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(hereinafter referred to as "SBBC"),
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whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

RIGHT CHOICE VENDING/COFFEE, LLC
(hereinafter referred to as "VENDOR"),
a Florida limited liability company
whose principal place of business is
1440 SW 31st Ave.
Pompano Beach, FL 33069

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2.06 **Inspection of VENDOR'S Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of VENDOR'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose

of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR'S Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services
The School Board of Broward County, Florida
7720 West Oakland Park Blvd., 2nd Floor
Sunrise, Florida 33351

To VENDOR: Jim Ferraro
General Manager
Right Choice Vending/Coffee, LLC
1440 SW 31st Avenue
Pompano Beach, FL 33069

With a Copy to: Elie Tornheim
Right Choice Vending/Coffee, LLC
1440 SW 31st Avenue
Pompano Beach, FL 33069

2.08 Background Screening. VENDOR shall 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, will 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence.

VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when

acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR** agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

2.11 **Insurance Requirements.** **VENDOR** shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** **VENDOR** shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** **VENDOR** shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** **VENDOR** shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** **VENDOR** shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by **VENDOR** to **SBBC**'s Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, **SBBC** has partnered with **EXIGIS** Risk Management Services to collect and verify insurance

documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibit[s] attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default

cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

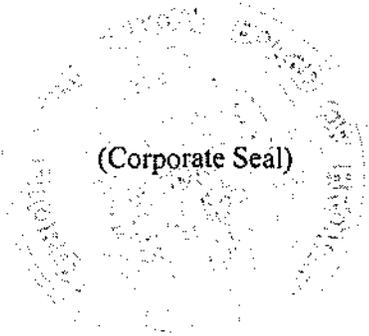
3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

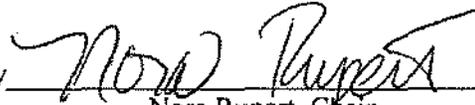


(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Nora Rupert, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

**RIGHT CHOICE VENDING/
COFFEE, LLC**

ATTEST:

By [Signature]

_____, Secretary

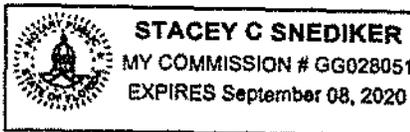
-or-

[Signature]
Witness

[Signature]
Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida
COUNTY OF Broward



The foregoing instrument was acknowledged before me this 5th day of
September, 2018 by Elie Tornheim of
Name of Person
Right Choice Vending / coffee LLC on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:



(SEAL)

[Signature]
Signature - Notary Public

Stacey Snediker
Printed Name of Notary

GG028051
Notary's Commission No.



ITB #:	<u>19-044H</u>	Tentative Board Meeting Date*:	<u>OCTOBER 2, 2018</u>	
ITB Title:	<u>HEALTHY VENDING PROGRAM</u>	# Notified:	<u>147</u>	# Downloaded: <u>16</u>
		# of Responses Rec'd:	<u>8</u>	# of "No Bids": <u>0</u>
For:	<u>DISTRICT-WIDE</u>	ITB Opening Date :	<u>JULY 18, 2018</u>	
	(School/Department)			
Fund:	<u>INCOME</u>	Advertised Date:	<u>JUNE 14, 2018</u>	

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **August 6, 2018 @ 3:00 pm ET** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

<u>AWARDEE</u>	<u>ITEM AWARDED</u>
ALL STOP VENDING, LLC	1-5
BETTOLI TRADING CORP., D/B/A BETTOLI VENDING	1-5
COMPASS GROUP USA, INC., D/B/A CANTEN CORPORATION	1-5
FRESH START VENDING, INC.	1-5
GILLY VENDING, INC.*	2-5
RHO CONSULTING, CORP., D/B/A INSTAHEALTHY	1-5
QIXI GROUP, LLC*	1-5
RIGHT CHOICE VENDING/COFFEE, LLC	1-5
<i>*S/M/WBE REGISTERED WITH SBBC</i>	

RECOMMEND THE AWARD BE MADE TO THE BIDDERS LISTED ABOVE. THIS POOL OF VENDORS WILL BE AVAILABLE TO PROVIDE VENDING SERVICES TO SBBC LOCATIONS.

IT IS RECOMMENDED THAT FOR REASONS STATED ON THE ATTACHED BID REJECTION SHEET, THE BIDS AS STATED, EITHER IN THEIR ENTIRETY OR FOR THE PARTICULAR ITEM (S) LISTED, BE REJECTED FOR NOT COMPLYING WITH BID REQUIREMENTS.

CONTRACT PERIOD: JANUARY 1, 2019 THROUGH DECEMBER 31, 2022

By: Larissa Seda Date: AUGUST 6, 2018
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

ITB 19-044H
Healthy Vending Program
Bid Rejection Sheet

Reject bid from Double R Vending Corp. Bidder did not submit, with their bid, the Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion. As per Special Condition 7: "This form must be completed, signed and submitted with the bid in order for the submitted bid to be considered".

BID TABULATION

Item #	Description	All Stop Vending, LLC Commission Rate	Bettoli Trading Corp., d/b/a Bettoli Vending Commission Rate	Compass Group USA, Inc., d/b/a Canteen Corporation Commission Rate	Fresh Start Vending, Inc. Commission Rate	Gilly Vending, Inc. Commission Rate	RHO Consulting, Corp., d/b/a Instahealthy Commission Rate	Qixi Group, LLC	Right Choice Vending/Coffee, LLC
1	ELEMENTARY SCHOOLS (Teacher Lounges and After Care Areas Only)	32%	5%	5%	20%	NO BID	15%	2%	19%
2	MIDDLE SCHOOLS & COMBINED K-8 SCHOOLS (Teacher Lounges and Student Areas)	32%	10%	5%	25%	23%	15%	5%	29%
3	HIGH SCHOOLS & COMBINED 6-12 SCHOOLS (Teacher Lounges and Student Areas)	32%	20%	26%	30%	35%	15%	10%	31%
4	TECHNICAL CENTERS (Exempt from "SMART SNACKS AT SCHOOL" Program)	38%	30%	26%	30%	23%	15%	10%	31%
5	ADMINISTRATIVE SITES (Exempt from "SMART SNACKS AT SCHOOL" Program)	38%	20%	10%	25%	23%	15%	10%	19%



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

Nora Rupert, Chair
Heather P. Brinkworth, Vice Chair

June 14, 2018

Robin Bartleman
Abby M. Freedman
Patricia Good
Donna P. Korn
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

Dear Prospective Bidders,

SUBJECT: Instructions to Bidders
Invitation to Bid: 19-044H – HEALTHY VENDING PROGRAM

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for 19-044H – HEALTHY VENDING PROGRAM. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, or via e-mail to Larissa.Seda@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. **For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.**

- SECTION 2, SUBMITTAL REQUIREMENTS

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- COMPLETION OF BIDS

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in excel. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- PRICING CORRECTIONS

If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- DUE DATE

Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered. Bids submitted by fax or email will not be considered.

- STATEMENT OF "NO BID"

If you are not submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to Larissa.Seda@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Larissa Seda
Purchasing Agent

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The School Board of Broward County, Florida
 PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:
JULY 18, 2018

ITB NO.:
 19-044H

RELEASE DATE:
 JUNE 14, 2018

PURCHASING AGENT:
 Larissa Seda
 754-321-0524

Check Addenda for any revised opening dates before submitting your bid. Bid(s) received, after the date and time stated above, shall not be considered for award. Faxed or emailed bids are not allowed and will not be considered for award.

BID TITLE:

HEALTHY VENDING PROGRAM

SECTION 1 – Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto: Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted: Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid: Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws: all responses, data and information contained in this bid are true and accurate.
 I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2 – Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

<input checked="" type="checkbox"/> Completed and Signed Bidder Acknowledgement (Section 1)	<input checked="" type="checkbox"/> Up-to-date Product Pricing Special Condition 9	<input checked="" type="checkbox"/> Certificate of Debarment General Condition 45	<input checked="" type="checkbox"/> Conflict of Interest Form Section 7, Attachment 1
<input checked="" type="checkbox"/> Broward County Business Tax Receipt Special Condition 15	<input checked="" type="checkbox"/> Bid Summary Worksheet (.xls and .pdf formats) Special Cond. 2	<input checked="" type="checkbox"/> Food Labels and Ingredients Special Condition 9	<input checked="" type="checkbox"/> W-9 Form (Special Condition 17)
<input checked="" type="checkbox"/> Bidder's Experience and Reference Attachment 7 - Special Condition 8			

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services on or before 2:00 p.m. ET on date due for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
 - d) **BIDDING PREFERENCE LAWS:** ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD. The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
 2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s). If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. **Failure to do so shall be at Bidder's risk.**
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications shall not be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
 3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
 4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
 5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than ten working days, or as stated in the Special Conditions, prior to the original bid opening date. If necessary, an Addendum shall be issued.
 6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
 7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
 8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
 9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
 10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
 11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
 12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time: by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the **District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1**; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the **District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1**.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions **as existing at the time of SBBC's exercise of this extension right**. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. Each line of the invoice must reference a corresponding single line shown on the Purchase Order. A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on August 1, 2018 at 3:00 pm ET, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate
37. (Continued): court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. All documentation necessary for the protest proceedings shall be provided electronically by SBBC.
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."
- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
- b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, 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.
- 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 bid.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. A signature is required on **BOTH** the Debarment Form **AND** the Invitation to Bid page. A signature on one document **cannot** be substituted for the signature required on the other document. Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for **Bidder's failure to obtain complete bidding documents from DemandStar**. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board **Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.**
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - **Bidder's submitted bid.**
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, **Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program.** The purpose of the program is to utilize available small, minority, and women business enterprises **within the Board's market area to compete for the award of SBBC construction and purchasing contracts. SM/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.**
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the **beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item.** It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all 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. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above. This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage **resulting in Awardee's failure** to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.
- As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website. A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. Applicant enrollment and scheduling website is www.fieldprintflorida.com. The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an **invoice to the District's Accounts Payable Department or reconcile** receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the **work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery.** District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. **This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC.** Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the **time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising.** Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a **recommendation shall be made to SBBC for the contract award's** termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for **damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt.** Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in **response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.**

SECTION 4, SPECIAL CONDITIONS

1. INTRODUCTION AND SCOPE:

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires Bids on a Healthy Vending Program as specified herein. Awardee(s) will be required to furnish, install, stock and maintain campus drink and snack vending machines for Elementary, Middle, High, Technical Schools, and Administrative Sites as specified within this solicitation. This contract excludes any cafeteria vending machines. Charter schools within the boundaries of Broward County are NOT included as part of any contract resulting from this Bid.

This contract will encompass product sales in vending machines on school campuses and may include products for concession stands and other outdoor sales locations. This contract will NOT include beverage sales in student dining areas/cafeterias or dining areas operated by SBBC's Food and Nutrition Services Department. This contract is NOT to be construed as being associated with the school breakfast and lunch programs and shall not interfere with such programs.

It is SBBC's objective to obtain the best service and largest commission as well as providing a contract that will be profitable to the Awardee(s). For purposes of this contract, the term "commission" shall refer to the amount of vending machine sales proceeds that shall be provided to the school by the Awardee(s). **The term "gross revenue sales" will refer to the total of all vending machine sale transactions, without any deductions, as reflected on the meter readings.**

The total number of schools within the School District is 245. These schools include the following: Elementary Schools- 141; Middle Schools- 44; High Schools- 34; Combination Schools- 8; Adult Technical/Vocational/Centers- 18, as well as numerous administrative sites. The most up-to-date listing of schools and locations, including additional statistical information about the School district can be found on SBBC's website at <http://www.browardschools.com>.

SBBC's goal is for student choices from drink and snack vending machines to align with the recommendations of the Dietary Guidelines for Americans, 2015, or as amended, as well as the USDA's standards required by the Healthy, Hunger-Free Kids Act of 2010, or as amended. Both cafeteria and campus vending machines will be stocked with snack and beverage items aligned with the recommendations of the USDA Dietary Guidelines for Americans. Vending machines which are part of this contract will not be **located in the cafeterias. Nearly all school locations have teachers' lounges. Teachers'** lounges are exempt from the Healthy Foods Program, unless requested by the Principal or site location representative.

2. BID SUBMITTAL:

- a) One (1) printed copy of the complete bid (bid document, Excel Bid Summary Worksheets, required forms) MUST be sent with the bid in time for bid opening.
- b) One identical electronic version of the complete bid, in PDF Format in electronic storage media (USB thumb/flash drives) should be submitted in time for bid opening.
- c) Bid Summary Worksheet (Excel [.xls] file, that includes the Company Representative, Commission Rates, Approved Snacks and Approved Beverages sheets) should be sent with the bid in time for bid opening as a separate excel attachment stored in electronic storage media (USB thumb/flash drives).
- d) Product labels and product pricing, if applicable, must be submitted with the bid or upon request, in accordance with Special Condition 9.

All materials submitted with bids must be clearly marked with the **Bidder's Name, Bid number and Bid Title** and sent in time for bid opening to:

Larissa Seda, Procurement & Warehousing Services Department
7720 West Oakland Park Blvd – Suite 323
Sunrise, FL 33351

Bids submitted by fax or email will not be considered.

3. TERM

The Award of this Bid shall establish a contract for the period beginning from January 1, 2019, or as specified by the School Board, and continuing through **December 31, 2022**, unless terminated earlier pursuant to this Bid. Bids will not be considered for a shorter period of time. All commission rates quoted must be firm throughout the contract period. The current machines may be removed and new machines installed using a schedule most convenient to SBBC locations. **If only one bid is received, the term of the contract may be reduced to one year or adjusted as specified by the School Board.**

SECTION 4, SPECIAL CONDITIONS, (Continued)

4. AWARD:

The purpose of this Bid is to establish a pool of pre-approved Awardee(s) who will be able to supply vending equipment, supplies and service to SBBC facilities as noted in this Bid. In order to meet the needs of the various schools and locations, and in the best interests of the District, awards shall be made to ALL responsive, responsible bidders who offer **single**, positive, non-zero commission percentages for the sale of goods from vending machines and who comply with specifications, terms and conditions. Award will be made by line item.

In order to be pre-approved, the bidder must do the following:

- A. Provide a copy of all required licensing and submit all other required documents as indicated in this solicitation.
- B. Provide a commission rate percentage for the line items described and required in SECTION 5 – BID SUMMARY WORKSHEETS. (Must be submitted WITH THE BID)
- C. Provide, with the bid or upon request, pricing and labels for products to be placed in the machines showing the required information (See Special Condition 9)

Once a bidder is pre-approved for a location type, then the locations may select the vendor they wish to use for vending services.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

5. INFORMATION: Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Larissa Seda, Procurement and Warehousing Services, 754-321-0524 or e-mail at Larissa.Seda@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Ms. Seda, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. In order to receive an official response to a questions, all questions must be submitted in writing, in accordance with General Condition 5 no later than 5:00 p.m. on June 27, 2018. Questions received after 5:00 p.m. on June 27, 2018 will not be answered. All questions presented within the given timeframe and any changes made to the Bid document will be answered via a written Addendum by the Procurement and Warehousing Services Department and provided via DemandStar. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
6. LOCAL BIDDERS PREFERENCE: General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
7. CERTIFICATION OF DEBARMENT AND SUSPENSION:
A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form must be completed, signed and submitted with the bid in order for the submitted bid to be considered. (Please see General Condition number 45.)
8. **BIDDER EXPERIENCE AND REFERENCES:** Bidder should **have at least five years' experience (within the last five years) in the vending machine business with a school system or similar large entity consisting of fifty (50) or more machines.** Bidder should provide, with the Bid or upon request, the contact information for three (3) references where they have vending machine programs in operation (SEE ATTACHMENT 7 – EXPERIENCE AND REFERENCES). This document will be for informational purposes only and will not be used in determination of award.

SECTION 4, SPECIAL CONDITIONS, (Continued)

9. APPROVAL OF VENDING MACHINE PRODUCTS: All items to be placed in vending machines, both healthy foods and those exempt from the Smart Snacks at School program, MUST be approved by SBBC's Food and Nutrition Services. The District is committed to promoting an environment in which all students and staff can make healthy food choices. Products are evaluated for **compliance with the "Smart Snacks in Schools Guidelines" (APPENDIX B)**. This must occur PRIOR to the items being placed in the machines. For reference, the latest list of approved items is included in **APPENDIX F**.

The following are necessary to assist in product evaluation:

- a) Submittal Requirements for Previously Approved Products: Bidders offering products that are already listed in the Approved Products Lists will need to submit, with their bid, their up-to-date pricing on the Approved Snacks and Approved Beverages Worksheets (included within the electronic worksheet). Pricing offered must be for the same products as identified on the list. If a product has changed (packaging size, portion, nutritional components), bidders will be required to submit **information as a new product (see "b)" below)**.
- b) Submittal Requirements for Products not Listed on the Approved Products List: Bidders offering products THAT ARE NOT included in the approved products lists (APPENDIX F) MUST submit, with their bid or when requested, product labels for each item/size. See **APPENDIX C** for examples. These labels may be submitted as scanned copies in .PDF format using electronic storage media (USB thumb drives). Each scanned label must be clear, readable and include the following to conduct the evaluation:
- Front face of package (must show brand, type of product and package size)
 - Nutrition Facts (must include portion size)
 - List of Ingredients
 - Proposed selling price

Electronic storage media must be "functional" and clearly identified with the bidder's name and the bid number when submitted. The work "functional" will mean that files can be easily accessed and readable.

Failure to submit the listing of the products proposed and/or the product labels detailing the nutritional information, with their bid or upon request, shall result in bid **considered "non responsive" and bid rejected**.

10. CONTRACT RENEWAL: The purpose of this bid is to establish a contract, at firm commission rates, for the services required for the items listed and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All commission rates offered shall be firm for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
11. QUANTITIES: The locations, sales totals and number of machines listed in **Appendix A** are based on historical information. The number of locations and machines may change during the term of the contract and are not a guarantee. All changes to service requirements will be conveyed to the Awardee(s) in a timely fashion.
12. ADDING OR DELETING SITES: SBBC may, during the term of the contract, add or delete service, wholly or in part, at any School district site. In the event that a site not listed herein is added the Awardee(s) shall pay SBBC the same amount as percentages quoted herein for similar services. For up-to-date information on schools and their locations visit: <http://www.browardschools.com/School-Info>.
13. COMPANY REPRESENTATIVE: Bidder(s) should indicate, on the Electronic Bid Summary Worksheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve payment and service issues.
14. PROTECTION OF WORK, PROPERTY AND PERSONNEL: The Awardee(s) shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. The Awardee shall take the necessary safety precautions to protect both personnel and property while the service is in progress on SBBC property.

SECTION 4, SPECIAL CONDITIONS, (Continued)

- 15. LICENSING: All Awardee(s) providing service within Broward County must have a current Broward County Business Tax Receipt (formerly known as an Occupational License) prior to contract start. A copy of the Business Tax receipt and any other licenses required by the Health Department, state, local or federal governments, must be provided prior to contract start. No services can be provided until SBBC receives the Business Tax receipt.
- 16. ASSEMBLY, INSTALLATION AND/OR PLACEMENT OF MACHINES: It shall be the responsibility of the Awardee(s) to include on-site delivery, assembly, placement and installation (inside or outside), stocking of machines, and to assure satisfactory operation of all features. Requests for additional machines or removal of existing machines shall be satisfied by Awardee(s) within five (5) working days of notification, excluding weekends and holidays.
- 17. W-9 FORMS: All Bidders are required to complete a W-9 form; it can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> , and submit with their bid. ***This form should be accompanied by a printout of the bidder's corporation record as registered with the Division of Corporations, Florida Department of State which can be accessed at www.sunbiz.org.***
- 18. AGREEMENT: Once all the Recommended Awardee(s) have been selected, it will be necessary to sign an Agreement with SBBC acknowledging all the terms, conditions and requirements of this solicitation. A Sample Agreement is attached as Appendix E.
- 19. MINIMUM ORDER: Price or quantity restrictions stated by any Bidder shall not be considered for award. Any bid which stipulates minimum order by quantity or dollar amount shall not be considered for award. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.
- 20. SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): SBBC has not set a participation goal for this solicitation, but SBE participation is strongly encouraged. No points shall be awarded for SBE participation.
- 21. LEAD-FREE STATEMENT: All material supplied SBBC must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free shall be supplied to SBBC. No bid shall be considered unless this is agreed to by the Bidder.

22. ITB TIMELINE:

- a. Release of ITB: June 14,2018
- b. Written Questions due on or before 5:00 p.m. ET
in Procurement & Warehouse Service Department: June 27, 2018
- c. Bid responses due on or before 2:00 p.m. ET
in Procurement & Warehousing Service Department: July 18, 2018
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704
- d. Posting of Recommendation : August 1, 2018

SECTION 5, BID SUMMARY SHEET

PLEASE USE NEW EXCEL SPREADSHEET

19-044H BID SUMMARY WORKSHEET

AVAILABLE AS AN ATTACHMENT FOR DOWNLOAD IN DEMANDSTAR

The Electronic Bid Summary Worksheet must be submitted as per Special Condition 2 – Bid Submittal, in time for bid opening.

The Excel spreadsheet will collect and summarize information offered by each bidder.

All materials submitted with bids need to be clearly marked with:

1. Bidder's Name
2. Bid Number
3. Bid Title

The electronic file has FOUR sections (tabs):

COMPANY REPRESENTATIVE: Bidder is requested to fill out their contact information as per Special Condition 13.

Sample:

Bidder Info	
Company Name	
Company Representative	
Email Address	
Phone Number	

COMMISSION RATES WORKSHEET: Bidder MUST fill out the sheet to offer their commission percentages in accordance with the solicitation's terms and conditions.

Sample:

Item #	Description	Commission Rate
1	ELEMENTARY SCHOOLS (Teachers' Lounges and After-Care Areas Only)	
2	MIDDLE SCHOOLS & COMBINED K-8 SCHOOLS (Teachers' Lounges and Student Areas)	
3	HIGH SCHOOLS & COMBINED 6-12 SCHOOLS (Teachers' Lounges and Student Areas)	
4	TECHNICAL CENTERS (Exempt from "SMART SNACKS AT SCHOOL" Program)	
5	ADMINISTRATIVE SITES (Exempt from "SMART SNACKS AT SCHOOL" Program)	

APPROVED SNACKS AND APPROVED BEVERAGES WORKSHEETS:

Bidders offering products already on these lists are required to provide their up-to-date pricing. (See Special Condition 9)



SECTION 6, BID SPECIFICATIONS

A. GENERAL SPECIFICATIONS (Continued)

1. GENERAL REQUIREMENTS: Awardee(s) shall FURNISH, INSTALL, STOCK and MAINTAIN all required vending machines. A full turnkey operation is required. All costs of the vending machine, delivery, set-up, service, maintenance, repair, replacement and removal of machines are to be borne by the Awardee(s). Awardee(s) must coordinate installation of machines/equipment with the School Principal or site location designee before the start of the contract. Awardee(s) shall be responsible for the maintenance, repair and/or replacement of machines in the event of malfunction or vandalism. Awardee(s) shall keep all vending machines in proper mechanical and electrical working order and in a clean, attractive and sanitary condition at all times.

Awardee(s) acknowledges that he/she is responsible for and is taking all risks with respect to any reduction of gross sales due to, but not limited to: theft, fire, accident, product spoilage, vandalism, temporary loss of power, weather, acts of God, temporary or permanent site closures, changes to site or facility construction plans, other acts beyond SBBC's control, actions within SBBC's control that are taken in the best interest of the public or students, and/or any other action taken in the reasonable exercise of SBBC's discretion or otherwise expressly agreed by SBBC. No reduction in gross sales or commissions attributable to such factors shall constitute a basis for reducing or renegotiating commission rates or any other payments to SBBC.

School Principals or site location representatives shall utilize the Awardee(s) from this solicitation for vending services for all campus beverage and snack vending machines. Awardee(s) shall be considered "approved" vendors by SBBC for providing this service.

2. INITIAL MEETINGS: Only after **School Board's approval of the award**, approved vendors Awardee(s) are permitted to initiate meetings with School Principals and/or Site Administrators at each SBBC site to offer their services, determine needs, number and placement of machines.

As schools go through the vendor-selection process, vendors shall present their offers based on the fixed commission rate **awarded and in accordance with the bid's terms and conditions**. During this process, vendors shall abstain from offering other incentives, including, but not limited to **sign-in/referral bonuses, or other terms and offers that depart from the contract's terms and conditions**.

3. PROMOTIONAL ACTIVITIES: During the term of the contract and while servicing a location, Awardee may wish to offer special sponsorship fees, donations, student and staff support, promotional activities, educational materials, etc., which are monetarily donated to support and enrich the school. All promotional activities must be connected to activities that encourage physical (educational) activity, support healthy, active and nutritional lifestyles, academic achievement or positive youth development in **compliance with SBBC's policies**. **Awardee(s) may help to promote fundraisers that include food items approved by SBBC's Food and Nutrition Services Department** in order to raise money for school and/or student activities.

4. STOCKING OF MACHINES: Stocking of machines can take place as many as five (5) days per week, as sales warrant. Stocking at least once per week is required. Regular product rotation is essential. ABSOLUTELY NO EXPIRED PRODUCTS SHALL BE ALLOWED. Providing expired products can result in default of contract. School or site location representative(s) reserves the right to monitor this process throughout the contract period.

5. INCORRECT ITEM(S) IN VENDING MACHINE(S): Awardee(s) shall only stock the vending machines with approved items and if any unapproved item is found in a vending machine, at any location, the Awardee will be notified in writing to remove the item(s) at all sites within two (2) working days and substitute it with approved items. Failing to comply may result in the Awardee being considered for default.

6. HOURS OF OPERATION: Nearly all High, Middle, Elementary Schools and Centers follow the regular school calendar. (There are some year-round schools.) The School Board of Broward County, Florida's website: <http://www.browardschools.com> contains a listing of school operation hours. Contact the School's Principal or site location designee for the best time to service vending machines. Previous state regulations have been that vending machines are not to be available until one (1) hour after the last lunch period. See Appendix D for the latest information from the State.

SECTION 6, BID SPECIFICATIONS (Continued)

7. MAINTENANCE OF EQUIPMENT: All equipment shall remain the property of the Awardee(s). All equipment and equipment installation shall adhere to current safety codes and all other applicable Federal, State and local codes. SBBC will provide electrical hook-ups. Failure of the Awardee(s) to follow all current safety codes and all other applicable Federal, State and local codes will result in default of contract. If a vending machine breaks down and is not easily repaired on-site, a clean, fully operational replacement machine, equal to or better than the brand/model supplied is to be put in its place within three (3) working days. All machines are subject to the inspection and acceptance by SBBC staff and malfunctioning machines must be replaced with acceptable machines within three (3) working days of the noted request.
8. ACCOUNTING AND PAYMENTS: Awardee(s) must collect all machine revenues; keep accurate accounting records; provide inventory controls and records of all vending machine services covered by this ITB. Commissions shall be paid to the school or site location based on gross revenue sales, regardless of dollar amount, with NO DEDUCTIONS. Awardee shall NOT deduct any taxes, recycling fees, other government- mandated fees, debit card fees or any other types of fees from the gross revenue sales from each school or site location's revenues. All vending machines provided to SBBC locations shall be equipped with meter/counters to record all sales. Awardee(s) shall use the latest, most efficient and effective electronic data exchange system. SBBC locations may request meter/counter reading at any time.

Awardee(s) shall submit a MONTHLY report of gross receipts clearly indicating the revenue derived from each machine at each school or location to each site as well as the Procurement and Warehousing Services Department. This report will detail the information in a manner approved by SBBC, no later than the 20th of the month. This report will cover all operations from the previous month and shall pay, at that time, commission as due. Some locations may wish to work out a different payment schedule. Awardee(s) are to work with the site representatives to develop a payment schedule which is mutually agreeable. Each Awardee shall keep a commission log of all monthly transactions for each school or location being serviced for an entire fiscal year (July 1st through June 30th) on an Excel spreadsheet in a format approved by the Procurement and Warehousing Services Department. Failure of the Awardee(s) to furnish accurate quarterly reports for all locations to the Procurement and Warehousing Services Department, will result in a non-compliance letter sent to the Awardee(s). Immediate corrective action will be required at that time.

Commission checks are to be issued in the School or location's name and mailed or delivered to that specific site.
Calculations for revenues shall be based on the following formula for payment:
Gross Sales X Percentage Commission Rate
Example: January sales are \$1,400 x 30% commission rate = \$420.00 commission revenue paid to SBBC.

Those Awardee(s) who are habitually late providing payments or have a check returned for non-sufficient funds, will be considered for default of their contract. Vendor(s) and defaulted awardees will also be responsible for reimbursing SBBC for any bank administrative charges as a result of returned non-sufficient funds (NSF) checks. Also, defaulted Awardee(s) may not be considered for future awards.

9. AUDITING: SBBC reserves the right to audit the Awardee(s)' records, files, statements, etc. as often as deemed necessary. All records shall be broken down by location for a period of five (5) years from the date the data is recorded
10. **SUBCONTRACTING:** It is the Awardee's responsibility to provide notice of its intention to subcontract any portion of this contract, for any reason, prior to the start of any subcontracted work. THIS INFORMATION MUST BE SUPPLIED, IN WRITING, TO THE LOCATION ADMINISTRATORS AND TO THE PROCUREMENT AND WAREHOUSING SERVICES DEPARTMENT AT LEAST 30 DAYS PRIOR TO CONTRACT START. Both, the Site Administrators and the Director of Procurement and Warehousing Services Department must approve the use of the sub-contractors in the performance of this contract (See General Condition 30, Assignment). Any change in the use of a subcontracted vendor(s) must be approved by the Director of Procurement and Warehousing Services Department prior to implementation. Failure of the Awardee(s) to provide this information to the Procurement and Warehousing Services Department and the School Principal or site location designee may result in default of contract. Awardee(s) must take full and financial responsibility for their sub-contractor's actions and performance during this contract. It is also the responsibility of the Awardee(s) to make sure that all sub-contracted staff, which will be entering SBBC property, have met the requirements of General Condition 54, SBBC Photo Identification Badge. Should the sub-contracted vendor be in violation of any of the terms and conditions of this solicitation, Awardee(s) shall be found in default. It is the responsibility of the Awardee(s) to maintain control of both their own and subcontracted vendor's employees and machines at all times. All machines shall be stocked and serviced by the Awardee(s)' staff or the approved subcontractor(s)' staff.

SECTION 6, BID SPECIFICATIONS (Continued)

11. AWARDDEE(S)' STAFF: Awardee(s) shall be responsible for hiring sufficient personnel to install, stock and maintain equipment. This hiring shall conform to all requirements of the Federal, State and local laws including, but not limited to laws relating to minimum wages, social security, Civil Rights Act of 1964, unemployment compensation, worker's compensation and health department requirements. It is the responsibility of the Awardee(s) to make sure all staff, including all subcontractors, who will be entering on SBBC property, have met the requirements of General Condition 54, SBBC Photo Identification Badge.

Awardee(s) shall also ensure that all staff, whether Awardee(s) staff or subcontractor(s) staff is appropriately attired at all times (company-issued shirt with logo) and that it is strictly prohibited from engaging in interaction with students at any school. Staff not wearing appropriate attire and the Photo I.D. Badge will not be granted access to SBBC property.

12. REFUNDS: Awardee(s) shall provide \$20.00 in coins or coupons, if appropriate, to a designee at each SBBC location for refunds **to customers in the event of machine malfunction. The refund fund must be replenished on an "as needed basis" upon signed receipt of monies disbursed.** Any remaining monies from the fund will be returned to the Awardee(s) at contract termination.

13. PEST CONTROL: Awardee(s) shall be responsible for vermin and pest control measures associated with its equipment. If there are major pest issues, the Awardee(s) are to notify the location administrator who will contact the SBBC Pest Control Foreman.

14. APPROVED PRODUCTS: Awardee(s) must stock machines ONLY with products as detailed in this Bid. All vending machines accessed by students must meet the Dietary Guidelines for Americans, 2015, to include the "Smart Snacks in School" nutrition standards (APPENDIX B). All products in machines must be pre-approved by SBBC's Food and Nutrition Department. This must occur PRIOR to the items being placed in the machines. The District is committed to providing an environment in which all students and staff can make healthy food choices. For reference, the latest list of approved items is included in APPENDIX F.

After this selection is made, the School Principal or site location designee may then select which of those items should be placed in the machines at those sites. The School Principal or site location designee reserves the right to reject any product being sold in any machine. Each School Principal or site designee will be auditing the machines from time to time to make sure the required products are sold in each machine. Failure to provide the required products may result in default of contract.

Awardee(s) will be expected to work collaboratively with school Principals and Site Administrators to determine the best assortment of items that will maximize the income potential of the contract. **Awardee's will provide, as requested by schools and locations, product sales reports to assist in determining the best product choices to stock.**

15. TAXES: Awardee(s) shall be responsible for sales, rental, machine and all other applicable taxes generated by this contract and shall be timely filed and paid directly by the Awardee(s) to the proper government agencies. SBBC is tax exempt and shall not have taxes deducted from gross sales revenue or total commission revenue derived from each vending machine. No taxes are to be deducted from these revenues at any time. Awardee(s) that violate this condition will be found in default of its contract and will be required to reimburse the school or site location for revenues owed.

16. SITE MANAGEMENT OF THE HEALTHY VENDING PROGRAM: The Administration at each SBBC location serviced under this Bid, will manage the program being serviced by this Bid and will evaluate the Awardee(s) to monitor performance and compliance with the program. Random inspections will be performed **by the site's administration** throughout the term of the contract and/or renewal period(s), if any, to include, but not limited to: safety of vending area, sanitation, minimum fill rate of 75% at all times, machines operating correctly, only APPROVED items in the machines, proper audits of vending machines, appropriate location, and vandalism prevention and/or correction. Failure to correct non-compliance items with the random inspections within three (3) working days from notification may be grounds to be considered in default of this contract.

17. METER READINGS: School location or site representative and Awardee's representative should jointly read and record meter readings upon installation of each new machine. No machine is to be put into service until the meter readings are performed. SBBC site representatives must receive a copy of meter readings taken. Each subsequent cumulative meter reading on each machine shall be read on approximately the same date every month. School location or site representatives will be allowed to observe and record the meter readings taken. The machine's meter reading must show gross sales in dollars. If a machine is replaced, then both the school location or site representative and the Awardee shall make and record a meter reading before it is removed from site.

SECTION 6, BID SPECIFICATIONS (Continued)

B. EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

1. REQUIRED EQUIPMENT: School Principals and Site Administrators reserve the right to determine what type and style of machines are placed around campus; descriptive literature on all vending machines must be available for review. Actual quantities of machines installed will be determined by mutual agreement between the site location representative or Principal and the Awardee(s). The number of machines should be commensurate with the school size and student population.

The specifications listed below are guidelines in determining the correct machine placement. Machines must meet the minimum guidelines of these specifications. It is required that Bidders provide new or like new vending equipment to include energy efficiency, electronic data collection and accounting capabilities.

All machines must be U.L. or ETL approved, where such as been established. All vending machines shall be equipped so as to provide thermal overload protection. All vending machines must be DEX compatible. DEX is an electrical interface used to connect vending machines to external computer/hand held devices. This standard protocol allows the external device to capture full transaction records by means of a quick "plug-in" at service time. In addition, all machines shall be equipped with all necessary safety devices and shall be maintained in good operating condition at all times. Also, SBBC reserves the right to install energy saving devices on vending machines within the District. Unless the Florida Department of Agriculture and Consumer Services decides otherwise, timers on the machines will not be necessary at this time. The following is a list of vending machine equipment that must be available as a result of award of this Bid for campus vending machines.

- A. Cold Soda and Drink Machines - Minimum of 6 selections
- B. Cold Juice and Juice Drink Machines - Minimum of 6 selections
- C. Snack/Candy Machines - Minimum of 24 selections

2. ADA COMPLIANCE FOR VENDING MACHINES:

Under the current safe harbor provision, existing machines will not have to be replaced with new ADA compliant machines at a location, unless the location undergoes alterations or new machines are installed. **"The Department of Justice's revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 (ADA) were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design, "2010 Standards.: On March 15, 2012, compliance with the 2010 Standards was required for new construction and alterations under Titles II and III."**

3. CASHLESS VENDING MACHINES: This is equipment that accepts credit/debit cards and other cashless payment methods to enable location staff/students to make vending purchases conveniently without cash. At the request of the Principal or Site Representative, Awardee(s) must be able to supply equipment with cashless payment options.

4. DATA SECURITY IN CASHLESS MACHINE TRANSACTIONS: To ensure that credit/debit card information is protected from security threats, Awardee will be required to comply with the following:

- a) Current or successor standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware and provide attestation of compliance to SBBC at least annually.
- b) Awardee may not transmit **card information over SBBC's network** to ensure cardholder data is protected.
- c) Card reading devices must be SRED (Secure Reading and Exchange of Data) and PTS 3.x compliant. EMV compliance is required for all transactions.

5. REQUIREMENTS FOR COLD DRINK VENDING MACHINES:

Dixie Narco or approved equivalent. Cold beverage machines must be capable of dispensing at least six or more flavors and varieties, hold 400 - 500 cans/bottles, maintain product at a temperature of 34 degrees Fahrenheit, CFC refrigerant free and UL or ETL approved. Electronic coin changer and bill validator must be the latest design and current in use. All bill validators must be tamper-proof. Card-reading capability if requested. ALL COLD BEVERAGE MACHINES MUST CONTAIN WATER. Pricing for water may not exceed a sale price of \$1.00 per unit.

SECTION 6, BID SPECIFICATIONS (Continued)

6. REQUIREMENTS FOR SNACKS OR FROZEN/REFRIGERATED FOODS:
Crane National or approved equivalent. Snack machines must be capable of dispensing at least 24 selection facings. Machine must be face front, rotational, or a combination. For cold vending machines, product maintains at a temperature of 34 degrees Fahrenheit. For frozen vending machines, product must maintain a temperature range of 5 - 32 degrees Fahrenheit. Electronic coin changer and bill validator must be the latest design and current in use. All bill validators must be tamper proof, CFC refrigerant free and UL or ETL approved. Card-reading capability if requested.
7. CONDITION OF MACHINES: Awardee(s) **installing new equipment** shall furnish the newest, most recent design of vending machines and data collection in new or like new condition. Machine must be front loading. Any machine that requires service/repair in excess of four times in any given thirty (30) day period must be replaced. The determination to have a machine replaced will be at the discretion of SBBC. Awardee(s) shall comply with request(s) for replacement within three (3) business days.
8. PROTECTION OF VENDING MACHINES: Vending machines that are located out-of-doors or in open hallways should be inside of security cages furnished by the Awardee(s) at no cost to SBBC. SBBC shall not be held liable for costs incurred due to damage caused by acts of vandalism. All signage and front or side panels of vending machines must NOT contain any offensive or vulgar language or pictures or images of foods which do not meet smart snack guidelines.
9. INTERNAL ACCOUNTING SYSTEM: All vending machines must be equipped with a state-of-the-art internal metering system that shows quantity dispensed and actual sales. SBBC Site Representatives reserve the right to jointly read and record meter readings at any time during this contract. When convenient, the principal or site administrator can make an appointment **with the Awardee's supervisor who will come out and read the meter with the SBBC representative** to verify sales.
10. INITIAL DELIVERY OF MACHINES: At contract start and while the new contract gets established, vending machines from new vendors shall be delivered and installed at schools and sites requesting services within thirty (30) days of notification of award and approval of insurance. Awardee(s) will be expected to collaborate with the school or site to ensure proper coordination.
11. LOCATION OF MACHINES: School Principals and Site Representatives may request that machines be added or removed at any time during the contract period. Awardee(s) must contact the School Principal or Site Representative to coordinate placement of vending machines prior to delivery. Awardee(s) will be responsible to add, remove or relocate machines during the term of the contract at no cost to SBBC. Requests to add or remove vending machines will be communicated in writing to the Awardee and shall be satisfied within five (5) days of the request. Failure to respond to requests within the specified time period may result in default of contract.
12. MALFUNCTIONING MACHINES: Awardee(s) shall be responsible for all repairs to vending machines. The site location shall promptly notify the Awardee(s) of any machine failures and/or any other matters affecting the proper operation of the equipment. Awardee(s) must provide repair service within three (3) working days for all malfunctioning vending machines at each location. A decal with the name and telephone number of service personnel must be affixed in a conspicuous place on all vending equipment.
13. TIMERS: According to the latest information from the Florida Department of Agriculture and Consumer Services, it is currently unnecessary to provide vending machines containing timers. However, should timers again be required, it will be the responsibility of the Awardee(s) to provide them. Should it turn out that timers are necessary at student locations in the future, SBBC will notify the Awardee(s) who have equipment at those locations.
14. ELECTRICAL: The successful Awardee(s) will be responsible for the costs associated with any electrical work required for the operation of the machines and equipment. SBBC will provide all electricity and plumbing required to make the machine operable. All installers shall adhere to proper safety and all other applicable codes. The Awardee(s) shall provide 72 hours advance notice to **SBBC's school principal or site administrator to communicate any electrical needs and coordinate** any electrical work. SBBC will then schedule and perform the electrical work and bill the Awardee(s) upon completion.
15. ENERGY REQUIREMENTS: In order to address Energy Compliance relating to reducing electrical costs, vending machines will be equipped with an energy miser or equivalent energy compliant device aimed toward reducing energy consumption. Awardee(s) should attach an energy-saving device prior to installation. Energy-saving devices and any timers required will be installed at the Awardee(s)' expense.

SECTION 6, BID SPECIFICATIONS (Continued)

16. USE OF CONTRACT: There is no guarantee of the number and types of machines that will be used during this contract at each school or site location. Each school or site location reserves the right to indicate to Awardee(s) the number and type of machines that will be placed or removed at each school.

C. PRODUCT SPECIFICATIONS

ALL PRODUCTS TO BE SOLD IN STUDENT AREAS MUST MEET THE “SMART SNACK IN SCHOOLS” REQUIREMENTS.

Reference: Appendices B and D

1. **PRICING: Product pricing will be at Awardee’s discretion, with the exception of bottled water, which** shall not exceed \$1.00 per unit. However, Awardee(s) are strongly encouraged to offer product pricing that is accessible to the District population served.
2. **CANNED/BOTTLED:** Carbonated Beverage Drinks, Juice Drinks, Vegetable Juice, Electrolyte Replacement Drinks, Low fat 1% Yogurt Based Beverages and Water shall be in individual aluminum, pull-up top disposable cans. All cans are to be industry standard leak-proof design. Detachable tab metal cans are not acceptable. Beverages not in cans are to be packaged in re-sealable, plastic, shatter-proof containers. Beverages containing additives such as metabolism stimulants, herbal and non-vitamin supplements (including, but not limited to, ginkgo biloba, ephedra, ginseng, guarana, mahaung, etc.), ARE NOT ALLOWED TO BE SOLD IN VENDING MACHINES AT ANY SBBC LOCATION. All beverage machines must include bottled water. Pricing for water may not exceed \$1.00 per unit.
3. SNACKS (CANDY, CRACKERS, CHIPS, PACKAGED FOOD, FRESH FOOD, HEALTHY LINE)
 - a) ASSORTED FRUITS AND NUTS:
100% dried fruits and/or nuts. Each package individually wrapped and sealed with expiration date, where applicable.
 - b) ASSORTED INDIVIDUAL CRACKERS/CHIPS:
Each package individually wrapped, and sealed with expiration date, where applicable.
 - c) ASSORTED COOKIES:
Each package individually packaged and sealed with expiration date where applicable.
 - d) SNACK CAKES AND PASTRIES:
Each package individually packaged and sealed with expiration date, where applicable.
 - e) CANDY:
Each package individually packaged and sealed with expiration date, where applicable. No chewing gum or mints allowed in school vending machines.
4. **DISPOSAL OF PACKAGING MATERIALS:** All wrapping, boxes, etc., which are necessary to dispense vended products into machines shall be removed by Awardee(s) from the premises and not deposited in any trash facility located on the campus.
5. INTRODUCTION OF NEW PRODUCTS: SBBC realizes that Awardee(s) will introduce new and/or additional products which SBBC may wish to purchase, not specifically stated in this Bid during the term of the contract. SBBC reserves the right to purchase such products at the same commission rates offered by the Awardee(s) and the terms, conditions and specifications described herein. Notification of any additional products must be communicated to and approved by the Food and Nutrition Department, the Purchasing Agent and the School Principal or Site Administrator prior to placement in any vending machine. The selling price of the new and/or additional item(s) must be stated, in writing, along with a description of the item(s) and the product label. Samples may be requested for evaluation purposes at no cost to SBBC. SBBC will indicate, in writing, to the vendor of its intended acceptance or rejection of the new and/or additional item(s) for this contract. SBBC reserves the right to reject any new and/or additional products offered by the Awardee(s) or to request a change to the selling price of any new and/or additional products, if it is in their best interest to do so. Also, SBBC reserves the right to reject any product(s) currently being sold in their vending machines at any time, if it is in their best interest to do so.

SECTION 7, FORMS AND ATTACHMENTS

Please fill out all attachments in the following pages.

Some attachments must be notarized.

ATTACHMENT 1

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

03/28/13

ATTACHMENT 2
DRUG FREE WORKPLACE

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED
FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

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

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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 shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the **business' policy of maintaining a drug-free** workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given 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), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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 days after such conviction.
5. Shall 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Sworn to and subscribed before me this _____ day of _____, 20____. _____ (Signature)

Personally known _____ or _____

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____

(Type of Identification)

ATTACHMENT 3

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

Insurance Requirements. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

ATTACHMENT 4 - NOT APPLICABLE TO THIS SOLICITATION
See Special Condition 6

LEGAL OPINION OF BIDDER'S PREFERENCE
MUST BE COMPLETED BY ALL BIDDERS.

~~Section 1 must be completed by the Attorney for an Out-of-State Bidder
Section 2 must be completed and signed by Florida Bidder~~

~~NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out of state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out of State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment 4, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non responsive" and bid rejected.~~

SECTION 1 LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES
(Must Select One)

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

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

~~The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Broward County, Florida in the letting of public contracts~~

~~Signature of out of state Bidder's attorney: _____~~

~~Printed name of out of state Bidder's attorney: _____~~

~~Address out of state Bidder's attorney: _____~~

~~Telephone number out of state Bidder's attorney: _____~~

~~E-Mail address out of state Bidder's attorney: _____~~

~~Attorney's state(s) of bar admission: _____~~

SECTION 2 LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY
ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS
(Must Select One)

~~_____ The Bidder's principal place of business is in the political subdivision of Broward County, Florida.~~

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

~~_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:~~

~~_____

_____~~

ATTACHMENT 5

W-9 Form

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

- This form can be filled out online and printed for signature. Only page one (1) needs to be returned

The W-9 form should be accompanied by a printout of the bidder's corporation record as registered with the Division of Corporations, Florida Department of State which can be accessed at www.sunbiz.org.



ATTACHMENT 6

ACH Payment Agreement Form (ACH CREDITS)
The School Board of Broward County, Florida
(See General Condition 10)

VENDOR NAME:

Authorization Agreement

I (we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement shall remain in effect until The School Board of Broward County receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institute: _____

Branch/ State _____

Routing No: _____

Account No: _____
VENDOR AREA: _____

Checking

Savings

Remittance Confirmation: (please select one) _____

Fax

Email

Federal Identification No. Vendor _____

TAX ID#

SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature (Primary) and Business title: _____ Date: _____

Authorized Signature (Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT 7
EXPERIENCE AND REFERENCES (See Special Condition 8)

PLEASE ANSWER EACH SECTION BELOW
This form should be completed and submitted with the bid or upon request.

SECTION 1 - EXPERIENCE

1. How many years has your company been in the vending machine business? _____

SECTION 2 - REFERENCES

Provide the contact information for three (3) references where you are servicing a vending machine program.

REFERENCE # 1

Name of Company Doing Business With:	
Name of Contact Person:	Title of Contact Person:
Telephone Number:	Contact's email:
Number of Sites Serviced:	Number of Machines Serviced:

REFERENCE # 2

Name of Company Doing Business With:	
Name of Contact Person:	Title of Contact Person:
Telephone Number:	Contact's email:
Number of Sites Serviced:	Number of Machines Serviced:

REFERENCE # 3

Name of Company Doing Business With:	
Name of Contact Person:	Title of Contact Person:
Telephone Number:	Contact's email:
Number of Sites Serviced:	Number of Machines Serviced:

SECTION 8, STATEMENT OF "NO BID"

If your company shall **not be submitting a bid in response to this Invitation to Bid**, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO Bid":
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

EXHIBIT A1



SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS
(For further information about these forms, please call 754-321-0550)

The following forms are due (if applicable) at the time of Bid submittal:

1. Statement of Intent to Perform as an S/M/WBE Subcontractor ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/00470%20StatementofIntent_082017_Final.pdf
Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00470
Attachment _____

**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #:

CONTRACT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. Small/Minority/Women Business Enterprise Subcontractor Participation Schedule ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/ParticipationSchedule_082017_Final.pdf
Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00475
Attachment _____

**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE**

DATE:

SOLICITATION INFORMATION	
Contract #:	Project Start Date:
Project Name:	
Project Location:	
Bidder/Proposer:	

3. S/M/WBE Participation Good Faith Effort ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/GoodFaithEffortForm_101117_v4.pdf
Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

**S/M/WBE PARTICIPATION
GOOD FAITH EFFORT FORM**

DATE:

CONTACT INFORMATION	
Solicitation Title:	
Solicitation #:	
Prime Contractor:	

EXHIBIT A1



SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

(For further information about these forms, please call 754-321-0550)

The following forms are due (if applicable) after Bid has been awarded:

1. S/M/WBE Monthly Subcontractor Utilization Report ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/SMWBEMonthlySubcontractorUtilizationReport%20082017_Final.pdf

Document Preview:

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment _____	
S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT			
SECTION I - GENERAL INFORMATION			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:
SECTION II - UTILIZATION INFORMATION			
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.			
GENERAL	S/M/WBE	TOTAL	AMOUNT PAID

EXHIBIT B

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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 ITB Number

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

Signature(s) Date

EXHIBIT B

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to 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 changed circumstances.
4. **The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause,** have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled **“Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,”** without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
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 voluntary 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.

APPENDIX A

**Vending Reporting
July 2017 until April 2018
(Excludes May & June 2018)**

Commission Rate for Elementary Schools	25%
Commission Rate for Middle Schools	32%
Commission Rate for Administrative Sites	32%
Commission Rate for High Schools and Technical Centers	36%

Vending in Elementary Schools (Teacher's Lounges and After Care Areas Only)

Beverage and Snack Sales July 2017 – April 2018	\$152,996
Total Number of Machines	288

Vending in Middle Schools

Beverage and Snack Sales July 2017 – April 2018	\$181,508
Total Number of Machines	220

Vending in High Schools

Beverage and Snack Sales July 2017 – April 2018	\$697,576
Total Number of Machines	424

LISTING OF ELEMENTARY SCHOOLS

ANNABEL C. PERRY PRE-K – 8 6850 SW 34 STREET MIRAMAR, FL 33023	ATLANTIC WEST ELEMENTARY 301 NW 69 TERRACE MARGATE, FL 33063	BANYAN ELEMENTARY 8800 NW 50 STREET SUNRISE, FL 33351
BAYVIEW ELEMENTARY 1175 MIDDLE RIVER DRIVE FT LAUDERDALE, FL 33304	BEACHSIDE MONTESSORI VILLAGE 2230 LINCOLN STREET HOLLYWOOD, FL 33020	BENNETT ELEMENTARY 1755 NE 14 STREET FT LAUDERDALE, FL 33304
BETHUNE MARY M ELEMENTARY 2400 MEADE STREET HOLLYWOOD, FL 33020	BOULEVARD HEIGHTS ELEMENTARY 7201 JOHNSON STREET HOLLYWOOD, FL 33024	BROADVIEW ELEMENTARY 1800 SW 62 AVENUE POMPANO BEACH, FL 33068
BROWARD ESTATES ELEMENTARY 441 NW 35 AVENUE FT LAUDERDALE, FL 33311	CASTLE HILL ELEMENTARY 2640 NW 46 AVENUE LAUDERHILL, FL 33313	CENTRAL PARK ELEMENTARY 777 NORTH NOB HILL ROAD PLANTATION, FL 33324
CHALLENGER ELEMENTARY 5703 NW 94 AVENUE TAMARAC, FL 33321	CHAPEL TRAIL ELEMENTARY 19595 TAFT STREET PEMBROKE PINES, FL 33029	COCONUT CREEK ELEMENTARY 500 NW 45 AVENUE COCONUT CREEK, FL 33066
COCONUT PALM ELEMENTARY 13601 MONARCH LAKES BLVD MIRAMAR, FL 33027	COLBERT MUSEUM MAGNET 2702 FUNSTON STREET HOLLYWOOD, FL 33020	COLLINS ELEMENTARY 1050 NW 2 STREET DANIA, FL 33004
COOPER CITY ELEMENTARY 5080 SW 92 AVENUE COOPER CITY, FL 33328	CORAL COVE ELEMENTARY 5100 SW 148TH AVENUE MIRAMAR,, FL 33027	CORAL PARK ELEMENTARY 8401 WESTVIEW DRIVE CORAL SPRINGS, FL 33067
CORAL SPRINGS PRE-K – 8 3601 NW 110 AVENUE CORAL SPRINGS, FL 33065	COUNTRY HILLS ELEMENTARY 10550 WESTVIEW DRIVE CORAL SPRINGS, FL 33076	COUNTRY ISLES ELEMENTARY 2300 COUNTRY ISLES ROAD WESTON, FL 33326
CRESTHAVEN ELEMENTARY 801 NE 25 STREET POMPANO BEACH, FL 33064	CROISSANT PARK ELEMENTARY 1800 SW 4 AVENUE FT. LAUDERDALE, FL 33315	CYPRESS ELEMENTARY 851 SW 3 AVENUE POMPANO BEACH, FL 33060
DANIA ELEMENTARY 300 SE 2 AVENUE DANIA, FL 33004	DAVIE ELEMENTARY 7025 SW 39 STREET DAVIE, FL 33314	DEERFIELD BEACH ELEMENTARY 650 NE 1 STREET DEERFIELD BCH, FL 33441
DEERFIELD PARK ELEMENTARY 650 SW 3 AVENUE DEERFIELD BCH, FL 33441	DILLARD ELEMENTARY 2330 NW 12TH COURT FT LAUDERDALE, FL 33311	DISCOVERY ELEMENTARY 8800 NW 54TH COURT SUNRISE, FL 33351
DOLPHIN BAY ELEMENTARY 16450 MIRAMAR PARKWAY MIRAMAR, FL 33027	DR. MARTIN LUTHER KING, JR. MONTESSORI ACADEMY 591 NW 31 AVENUE FT LAUDERDALE, FL 33311	DREW CHARLES ELEMENTARY 1000 NW 31 AVENUE POMPANO BEACH, FL 33069
DRIFTWOOD ELEMENTARY 2700 NW 69 AVENUE HOLLYWOOD, FL 33024	EAGLE POINT ELEMENTARY 100 INDIAN TRACE WESTON, FL 33326	EAGLE RIDGE ELEMENTARY 11500 WESTVIEW DRIVE CORAL SPRINGS, FL 33076
EMBASSY CREEK ELEMENTARY 10905 S.E. LAKE BOULEVARD COOPER CITY, FL 33026	ENDEAVOUR PRIMARY LEARNING CENTER 2701 NW 56TH AVENUE LAUDERHILL, FL 33313	EVERGLADES ELEMENTARY 2900 BONAVENTURE BLVD WESTON, FL 33331
FAIRWAY ELEMENTARY 7850 FAIRWAY BOULEVARD MIRAMAR, FL 33023	FLAMINGO ELEMENTARY 1130 SW 133 AVENUE DAVIE, FL 33325	FLORANADA ELEMENTARY 5251 NE 14 WAY FT LAUDERDALE, FL 33334

LISTING OF ELEMENTARY SCHOOLS (Continued)

FOREST HILLS ELEMENTARY 3100 NW 85 AVENUE CORAL SPRINGS, FL 33065	FOSTER STEPHEN ELEMENTARY 3471 SW 22 STREET FT LAUDERDALE, FL 33312	FOX TRAIL ELEMENTARY 1250 NOB HILL ROAD DAVIE, FL 33324
GATOR RUN ELEMENTARY 1101 GLADES PARKWAY WESTON, FL 33327	GRIFFIN ELEMENTARY 5050 SW 116 AVENUE COOPER CITY, FL 33330	GULFSTREAM ACADEMY OF HALLANDALE BEACH K-8 1000 SW 3RD STREET HALLANDALE BEACH, FL 33009
HARBORDALE ELEMENTARY 900 SE 15 STREET FT LAUDERDALE, FL 33316	HAWKES BLUFF ELEMENTARY 5900 SW 160 AVENUE FT LAUDERDALE, FL 33331	HERON HEIGHTS ELEMENTARY 11010 NOB HILL ROAD PARKLAND, FL 33076
HOLLYWOOD CENTRAL ELEMENTARY 1700 MONROE STREET HOLLYWOOD, FL 33020	HOLLYWOOD HILLS ELEMENTARY 3501 TAFT STREET HOLLYWOOD, FL 33021	HOLLYWOOD PARK ELEMENTARY 901 N 69 WAY HOLLYWOOD, FL 33024
HORIZON ELEMENTARY 2101 PINE ISLAND ROAD NW SUNRISE, FL 33322	HUNT JAMES S ELEMENTARY 7800 NW 35 COURT CORAL SPRINGS, FL 33065	INDIAN TRACE ELEMENTARY 400 INDIAN TRACE FT LAUDERDALE, FL 33326
LAKE FOREST ELEMENTARY 3550 SW 48 AVENUE HOLLYWOOD, FL 33023	LAKESIDE ELEMENTARY 900 NW 136 AVENUE PEMBROKE PINES, FL 33028	LARKDALE ELEMENTARY 3250 NW 12 PLACE FT LAUDERDALE, FL 33311
LAUDERHILL P. T. ELEMENTARY 1500 NW 49 AVE LAUDERHILL, FL 33313	LIBERTY ELEMENTARY 2450 BANKS ROAD MARGATE, FL 33063	LLOYD ESTATES ELEMENTARY 750 NW 41 STREET OAKLAND PARK, FL 33309
MANATEE BAY ELEMENTARY 19200 MANATEE ISLES DRIVE WESTON, FL 33332	MAPLEWOOD ELEMENTARY 9850 RAMBLEWOOD DRIVE CORAL SPRINGS, FL 33071	MARGATE ELEMENTARY 6300 NW 18 STREET MARGATE, FL 33063
MARKHAM ROBERT C. ELEMENTARY 1501 NW 15 AVENUE POMPANO BEACH, FL 33069	MCNAB ELEMENTARY 1350 SE 9 AVENUE POMPANO BEACH, FL 33060	MEADOWBROOK ELEMENTARY 2300 SW 46 AVENUE FT LAUDERDALE, FL 33317
MIRAMAR ELEMENTARY 6831 SW 26 STREET MIRAMAR, FL 33023	MIRROR LAKE ELEMENTARY 1200 NW 72 AVENUE PLANTATION, FL 33313	MORROW ELEMENTARY 408 SW 76 TERRACE NORTH LAUD, FL 33068
NOB HILL ELEMENTARY 2100 NW 104 AVENUE SUNRISE, FL 33322	NORCREST ELEMENTARY 3951 NE 16 AVENUE POMPANO BEACH, FL 33064	NORTH ANDREWS GARDENS ELEM 345 NE 56 STREET FT LAUDERDALE, FL 33334
NORTH FORK ELEMENTARY 101 NW 15 AVENUE FT LAUDERDALE, FL 33311	NORTH LAUDERDALE PRE-K - 8 7500 KIMBERLY BOULEVARD N LAUDERDALE, FL 33068	NORTH SIDE ELEMENTARY 120 NE 11 STREET FT LAUDERDALE, FL 33304
NOVA BLANCHE FORMAN ELEMENTARY 3521 DAVIE ROAD DAVIE, FL 33314	NOVA DWIGHT EISENHOWER ELEM 6501 SW 39 STREET FT LAUDERDALE, FL 33314	OAKLAND PARK ELEMENTARY 936 NE 33 STREET OAKLAND PARK, FL 33334
OAKRIDGE ELEMENTARY 1507 N 28 AVENUE HOLLYWOOD, FL 33020	ORANGE BROOK ELEMENTARY 715 S 46 AVENUE HOLLYWOOD, FL 33021	ORIOLE ELEMENTARY 3081 NW 39 STREET LAUD LAKES, FL 33309
PALM COVE ELEMENTARY 11601 WASHINGTON STREET PEMBROKE PINES, FL 33025	PALMVIEW ELEMENTARY 2601 NE 1 AVENUE POMPANO BEACH, FL 33064	PANTHER RUN ELEMENTARY 801 NW 172 AVENUE PEMBROKE PINES, FL 33029
PARK LAKES ELEMENTARY 3925 N. STATE ROAD 7 LAUDERDALE LAKES, FL 33319	PARK RIDGE ELEMENTARY 5200 NE 9 AVENUE POMPANO BEACH, FL 33064	PARK SPRINGS ELEMENTARY 5800 NW 66 TERRACE CORAL SPRINGS, FL 33067

LISTING OF ELEMENTARY SCHOOLS (Continued)

PARK TRAILS ELEMENTARY 10700 TRAILS END PARKLAND, FL 33076	PARKSIDE ELEMENTARY 10257 NW 29TH STREET CORAL SPRINGS, FL 33065	PASADENA LAKES ELEMENTARY 8801 PASADENA BOULEVARD PEMBROKE PINES, FL 33024
PEMBROKE LAKES ELEMENTARY 11251 TAFT STREET PEMBROKE PINES, FL 33026	PEMBROKE PINES ELEMENTARY 6700 SW 9 STREET PEMBROKE PINES, FL 33023	PETERS ELEMENTARY 851 NW 68 AVENUE PLANTATION, FL 33317
PINES LAKES ELEMENTARY 10300 JOHNSON STREET PEMBROKE PINES, FL 33026	PINEWOOD ELEMENTARY 1600 SW 83 AVENUE N LAUDERDALE, FL 33068	PLANTATION ELEMENTARY 651 NW 42 AVENUE PLANTATION, FL 33317
PLANTATION PARK ELEMENTARY 875 SW 54 AVENUE PLANTATION, FL 33317	POMPANO BEACH ELEMENTARY 700 NE 13 AVENUE POMPANO BEACH, FL 33060	QUIET WATERS ELEMENTARY 4150 W. HILLSBORO BLVD. DEERFIELD, FL 33442
RAMBLEWOOD ELEMENTARY 8950 SHADOWWOOD BLVD. CORAL SPRINGS, FL 33071	RIVERGLADES ELEMENTARY 7400 PARKSIDE DRIVE PARKLAND, FL 33067	RIVERLAND ELEMENTARY 2600 SW 11 COURT FT LAUDERDALE, FL 33312
RIVERSIDE ELEMENTARY 11450 RIVERSIDE DRIVE CORAL SPRINGS, FL 33071	ROCK ISLAND ELEMENTARY 2350 NW 19TH STREET FT.LAUDERDALE, FL 33311	ROYAL PALM ELEMENTARY 1951 NW 56 AVENUE LAUDERHILL, FL 33313
SANDERS PARK ELEMENTARY 800 NW 16 STREET POMPANO BEACH, FL 33060	SANDPIPER ELEMENTARY 3700 HIATUS ROAD SUNRISE, FL 33351	SAWGRASS ELEMENTARY 12655 N.W. 8 STREET SUNRISE, FL 33325
SEA CASTLE ELEMENTARY 9600 MIRAMAR BOULEVARD MIRAMAR, FL 33025	SHERIDAN HILLS ELEMENTARY 5001 THOMAS STREET HOLLYWOOD, FL 33021	SHERIDAN PARK ELEMENTARY 2310 N 70 TERRACE HOLLYWOOD, FL 33024
SILVER LAKES ELEMENTARY 2300 SW 173 AVENUE MIRAMAR, FL 33027	SILVER PALMS ELEMENTARY 1209 NW 155 AVENUE PEMBROKE PINES, FL 33028	SILVER RIDGE ELEMENTARY 9100 SW 36TH. ST. DAVIE, FL 33328
SILVER SHORES ELEMENTARY 1701 SW 160TH AVENUE MIRAMAR, FL 33027	STIRLING ELEMENTARY 5500 STIRLING ROAD HOLLYWOOD, FL 33021	SUNLAND EARLY LEARNING CENTER 919 NW 13 TERRACE FT LAUDERDALE, FL 33311
SUNSET LAKES 18400 SW 25TH STREET MIRAMAR, FL 33029	SUNSHINE ELEMENTARY 7737 W LASALLE BOULEVARD MIRAMAR, FL 33023	TAMARAC ELEMENTARY 7601 UNIVERSITY DRIVE TAMARAC, FL 33321
TEDDER ELEMENTARY 4157 NE 1 TERRACE POMPANO BEACH, FL 33064	THURGOOD MARSHALL ELEM. 800 NW 13TH ST. FT. LAUDERDALE, FL 33311	TRADEWINDS ELEMENTARY 5400 JOHNSON ROAD COCONUT CREEK, FL 33073
TROPICAL ELEMENTARY 1500 SW 66 AVENUE PLANTATION, FL 33317	VILLAGE ELEMENTARY 2100 NW 70 AVENUE SUNRISE, FL 33313	VIRGINIA S. YOUNG ELEMENTARY 101 NE. 11TH AVE. FT.LAUDERDALE, FL 33301
WALKER ELEMENTARY 1001 NW 4 STREET FT LAUDERDALE, FL 33311	WATKINS ELEMENTARY 3520 SW 52 AVENUE HOLLYWOOD, FL 33023	WELLEBY ELEMENTARY 3230 NOB HILL ROAD SUNRISE, FL 33351
WEST HOLLYWOOD ELEMENTARY 6301 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33024	WESTCHESTER ELEMENTARY 12405 ROYAL PALM BOULEVARD CORAL SPRINGS, FL 33065	WESTWOOD HEIGHTS ELEMENTARY 2861 SW 9 STREET FT LAUDERDALE, FL 33312
WILTON MANORS ELEMENTARY 2401 NE 3 AVENUE WILTON MANORS, FL 33305	WINSTON PARK ELEMENTARY 4000 WINSTON PARK BOULEVARD COCONUT CREEK, FL 33073	

LISTING OF MIDDLE SCHOOLS

ANNABEL C. PERRY PRE-K – 8 6850 SW 34 STREET MIRAMAR, FL 33023	APOLLO MIDDLE 6800 ARTHUR STREET HOLLYWOOD, FL 33024	ATTUCKS MIDDLE 3500 N 22 AVENUE HOLLYWOOD, FL 33020
BAIR MIDDLE 9100 NW 21 MANOR SUNRISE, FL 33322	BEACHSIDE MONTESSORI VILLAGE 2230 LINCOLN STREET HOLLYWOOD, FL 33020	CORAL SPRINGS MIDDLE 10300 W WILES ROAD CORAL SPRINGS, FL 33076
CORAL SPRINGS PRE-K – 8 3601 NW 110 AVENUE CORAL SPRINGS, FL 33065	CRYSTAL LAKE MIDDLE 3551 NE 3 AVENUE POMPANO BEACH, FL 33064	DEERFIELD BEACH MIDDLE 701 SE 6 AVENUE DEERFIELD BCH, FL 33441
DILLARD 6-12 2501 NW 11 STREET FT LAUDERDALE, FL 33311	DRIFTWOOD MIDDLE 2751 NW 70 TERRACE HOLLYWOOD, FL 33024	FALCON COVE MIDDLE 4251 BONAVENTURE BLVD WESTON, FL 33332
FOREST GLEN MIDDLE 6501 TURTLE RUN BLVD. CORAL SPRINGS, FL 33067	GLADES MIDDLE 16700 SW 48TH COURT MIRAMAR, FL 33027	GULFSTREAM ACADEMY OF HALLANDALE BEACH K-8 1000 SW 3RD STREET HALLANDALE BEACH, FL 33009
INDIAN RIDGE MIDDLE 1355 S NOB HILL ROAD DAVIE, FL 33324	LAUDERDALE LAKES MIDDLE 3911 NW 30 AVENUE LAUD LAKES, FL 33309	LAUDERHILL 6-12 1901 NW 49 AVENUE LAUDERHILL, FL 33313
LYONS CREEK MIDDLE 4333 SOL PRESS BLVD COCONUT CREEK, FL 33073	MARGATE MIDDLE 500 NW 65 AVENUE MARGATE, FL 33063	MCNICOL MIDDLE 1602 S 27TH AVENUE HOLLYWOOD, FL 33020
MILLENNIUM MIDDLE 5803 NW 94TH AVENUE TAMARAC, FL 33321	NEW RENAISSANCE MIDDLE 10701 MIRAMAR BOULEVARD MIRAMAR, FL 33025	NEW RIVER MIDDLE 3100 RIVERLAND ROAD FT LAUDERDALE, FL 33312
NORTH LAUDERDALE PRE-K - 8 7500 KIMBERLY BOULEVARD N LAUDERDALE, FL 33068	NOVA MIDDLE 3602 SW COLLEGE AVENUE DAVIE, FL 33314	OLSEN MIDDLE 330 SE 11 TERRACE DANIA, FL 33004
PARKWAY MIDDLE 3600 NW 5 COURT FT LAUDERDALE, FL 33311	PINES MIDDLE 200 NW DOUGLAS ROAD PEMBROKE PINES, FL 33024	PIONEER MIDDLE 5350 SW 90 AVENUE COOPER CITY, FL 33328
PLANTATION MIDDLE 6600 W SUNRISE BOULEVARD PLANTATION, FL 33313	POMPANO BEACH MIDDLE 310 NE 6 STREET POMPANO BEACH, FL 33060	RAMBLEWOOD MIDDLE 8505 W ATLANTIC BOULEVARD CORAL SPRINGS, FL 33071
RICKARDS MIDDLE 6000 NE 9 AVENUE OAKLAND PARK, FL 33334	SAWGRASS SPRINGS MIDDLE 12500 WEST SAMPLE ROAD CORAL SPRINGS, FL 33065	SEMINOLE MIDDLE 6200 SW 16 STREET PLANTATION, FL 33317
SILVER LAKES MIDDLE 7600 TAM O'SHANTER BOULEVARD N LAUDERDALE, FL 33068	SILVER TRAIL MIDDLE 18300 SHERIDAN STREET PEMBROKE PINES, FL 33331	SUNRISE MIDDLE 1750 NE 14 STREET FT LAUDERDALE, FL 33304
TEQUESTA TRACE MIDDLE 1800 INDIAN TRACE WESTON, FL 33326	WALTER C. YOUNG MIDDLE 901 NW 129 AVENUE PEMBROKE PINES, FL 33028	WESTGLADES MIDDLE 11000 HOLMBERG ROAD PARKLAND, FL 33076
WESTPINE MIDDLE 9393 NW 50TH ST. SUNRISE, FL 33351	WILLIAM DANDY MIDDLE 2400 NW 26 STREET FT LAUDERDALE, FL 33311	

LISTING OF HIGH SCHOOLS

ANDERSON BOYD HIGH 3050 NW 41 STREET LAUD LAKES, FL 33309	ATLANTIC TECHNICAL HIGH SCHOOL 4700 COCONUT CREEK PARKWAY COCONUT CREEK, FL 33063	BLANCHE ELY HIGH 1201 NW 6 AVENUE POMPANO BEACH, FL 33060
COCONUT CREEK HIGH 1400 NW 44 AVENUE COCONUT CREEK, FL 33066	COLLEGE ACADEMY - CENT CAMPUS 3501 SW DAVIE ROAD DAVIE, FL 33314	COOPER CITY HIGH 9401 STIRLING ROAD COOPER CITY, FL 33328
CORAL GLADES HIGH 2700 SPORTSPLEX DRIVE CORAL SPRINGS, FL 33065	CORAL SPRINGS HIGH 7201 W SAMPLE ROAD CORAL SPRINGS, FL 33065	CYPRESS BAY HIGH 18600 VISTA PARK BOULEVARD WESTON, FL 33332
DEERFIELD BEACH HIGH 910 SW 15 STREET DEERFIELD BCH, FL 33441	DILLARD 6-12 2501 NW 11 STREET FT LAUDERDALE, FL 33311	EVERGLADES HIGH 17100 SW 48TH COURT MIRAMAR, FL 33027
FLANAGAN CHARLES HIGH 12800 TAFT STREET PEMBROKE PINES, FL 33028	FORT LAUDERDALE HIGH 1600 NE 4 AVENUE FT LAUDERDALE, FL 33305	HALLANDALE HIGH 720 NW 9 AVENUE HALLANDALE, FL 33009
HOLLYWOOD HILLS HIGH 5400 STIRLING ROAD HOLLYWOOD, FL 33021	LAUDERHILL 6-12 1901 NW 49 AVENUE LAUDERHILL, FL 33313	MCARTHUR HIGH 6501 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33024
MCFATTER TECH COLLEGE 6500 NOVA DRIVE DAVIE, FL 33317	MIRAMAR HIGH 3601 SW 89 AVENUE MIRAMAR, FL 33025	MONARCH HIGH SCHOOL 5050 WILES ROAD COCONUT CREEK, FL 33073
NORTHEAST HIGH 700 NE 56 STREET OAKLAND PARK, FL 33334	NOVA HIGH 3600 COLLEGE AVENUE DAVIE, FL 33314	PIPER HIGH 8000 NW 44 STREET SUNRISE, FL 33351
PLANTATION HIGH 6901 NW 16 STREET PLANTATION, FL 33313	POMPANO BEACH HIGH 600 NE 13TH AVENUE POMPANO BEACH, FL 33060	SHERIDAN TECHNICAL HIGH SCHOOL 5400 W SHERIDAN STREET HOLLYWOOD, FL 33021
SOUTH BROWARD HIGH 1901 N FEDERAL HIGHWAY HOLLYWOOD, FL 33020	SOUTH PLANTATION HIGH 1300 PALADIN WAY PLANTATION, FL 33317	STONEMAN DOUGLAS HIGH 5901 PINE ISLAND ROAD PARKLAND, FL 33076
STRANAHAN HIGH 1800 SW 5 PLACE FT LAUDERDALE, FL 33312	TARAVELLA J. P. HIGH 10600 RIVERSIDE DRIVE CORAL SPRINGS, FL 33071	WEST BROWARD HIGH 500 NW 209TH AVENUE PEMBROKE PINES, FL 33029
WESTERN HIGH 1200 SW 136TH AVENUE DAVIE, FL 33325		

LIST OF COMBINATION SCHOOLS

<u>ANNABEL C. PERRY PRE-K – 8</u> 6850 SW 34 STREET MIRAMAR , FL 33023	<u>BEACHSIDE MONTESSORI VILLAGE</u> 2230 LINCOLN STREET HOLLYWOOD , FL 33020	<u>CORAL SPRINGS PRE-K – 8</u> 3601 NW 110 AVENUE CORAL SPRINGS , FL 33065
<u>DILLARD 6-12</u> 2501 NW 11 STREET FT LAUDERDALE , FL 33311	<u>GULFSTREAM ACADEMY OF HALLANDALE BEACH K-8</u> 1000 SW 3RD STREET HALLANDALE BEACH, FL 33009	<u>LAUDERHILL 6-12</u> 1901 NW 49 AVENUE LAUDERHILL , FL 33313
<u>MILLENNIUM 6-12 COLLEGIATE ACADEMY</u> 5803 NW 94TH AVENUE TAMARAC , FL 33321	<u>NORTH LAUDERDALE PRE-K - 8</u> 7500 KIMBERLY BOULEVARD N LAUDERDALE , FL 33068	

LISTING OF CENTERS

ATLANTIC TECHNICAL COLLEGE 4700 COCONUT CREEK PARKWAY COCONUT CREEK, FL 33063	BRIGHT HORIZONS CENTER 3901 NE 1 TERRACE POMPANO BEACH, FL 33064	BROWARD VIRTUAL INSTRUCTION C/O COCONUT CREEK HIGH SCHOOL COCONUT CREEK, FL 33066
BROWARD VIRTUAL SCHOOL C/O COCONUT CREEK HIGH SCHOOL COCONUT CREEK, FL 33066	CROSS CREEK SCHOOL 1010 N.W.31ST AVENUE POMPANO BEACH, FL 33069	CYPRESS RUN EDUCATION CENTER 2800 NW 30TH AVENUE POMPANO BEACH, FL 33069
DAVE THOMAS EDUCATION CENTER 4690 COCONUT CREEK PARKWAY COCONUT CREEK, FL 33063	HENRY D. PERRY EDUCATION CENTER 3400 SW 69TH AVENUE MIRAMAR, FL 33023	LANIER-JAMES EDUCATION CENTER 1050 NW 7 COURT HALLANDALE BEACH, FL 33009
MCFATTER TECH COLLEGE 6500 NOVA DRIVE DAVIE, FL 33317	PARKWAY MIDDLE 3600 NW 5 COURT FT LAUDERDALE, FL 33311	PINE RIDGE EDUCATION CENTER 1251 SW 42 AVENUE FT LAUDERDALE, FL 33317
SEAGULL SCHOOL CENTER 425 SW 28 STREET FT LAUDERDALE, FL 33315	SHERIDAN TECHNICAL COLLEGE 5400 W SHERIDAN STREET HOLLYWOOD, FL 33021	THE QUEST CENTER 6401 CHARLESTON STREET HOLLYWOOD, FL 33024
WHIDDON ROGERS EDUCATION CTR 700 S W 26 STREET FORT LAUDERDALE, FL 33315	WHISPERING PINES 3609 S.W. 89TH AVENUE MIRAMAR, FL 33025	WINGATE OAKS CENTER 1211 NW 33 TERRACE FT LAUDERDALE, FL 33311

APPENDIX B



United States Department of Agriculture

Help make the healthy choice
the easy choice for kids at school

A Guide to Smart Snacks in School



Learn About Smart Snacks

Do you...

- Coordinate school fundraisers,
- Manage a school store or snack bar,
- Sell food during the school day on campus,
- Manage school vending machines, or
- Want healthier foods on your school's campus?

If you checked any of the boxes above, then the foods and beverages you're selling need to meet the Smart Snacks in School Standards. You play an important role in helping kids get the nutrition they need to grow and learn. Use this guide to learn how!

If you didn't check a box and still want to learn more about encouraging kids to choose Smart Snacks in school, see the resources on page 14.

Why are Smart Snacks important?

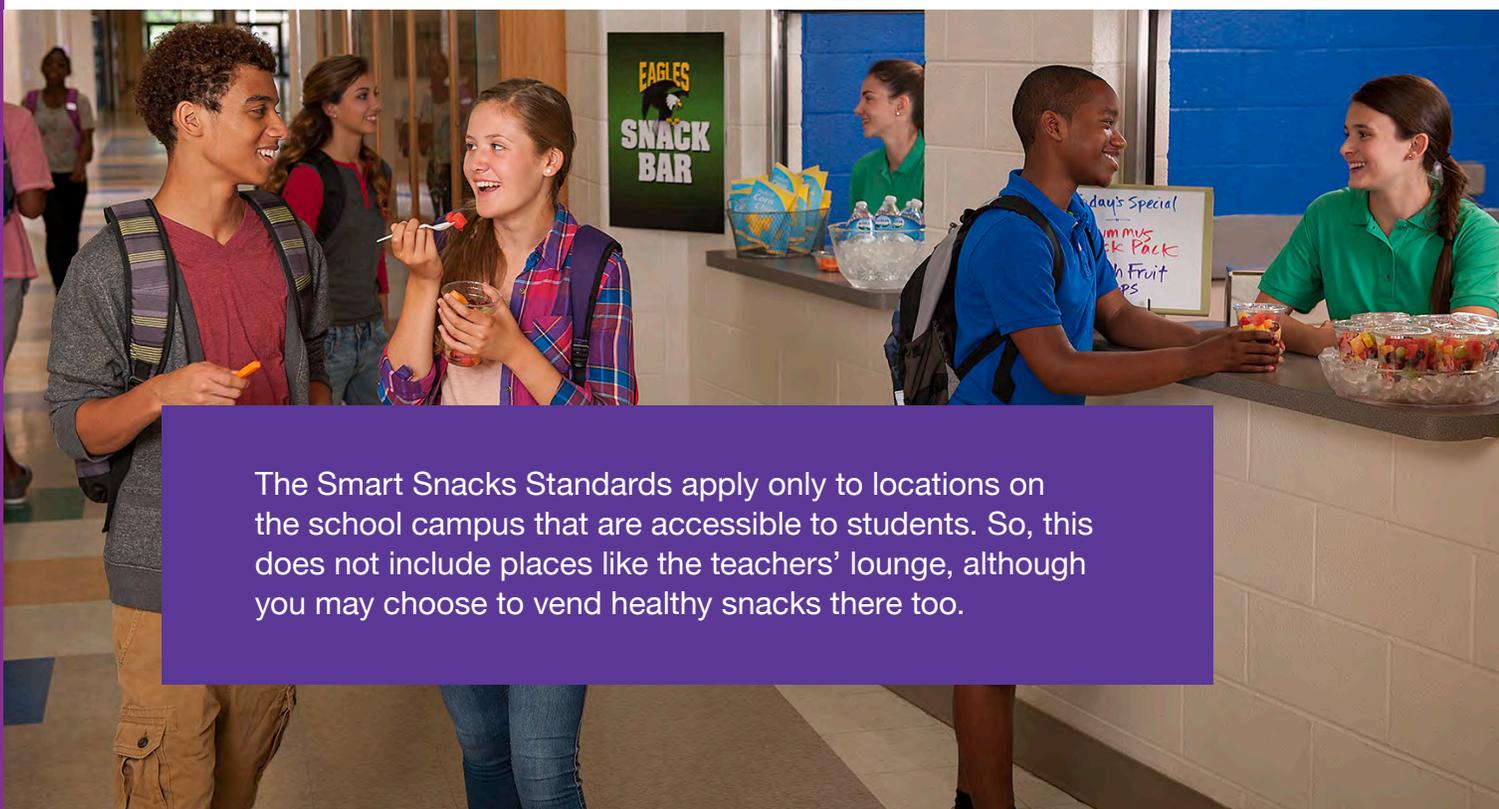
- 1 More than a quarter of kids' daily calories may come from snacks.
- 2 Kids who have healthy eating patterns are more likely to perform better academically.
- 3 Kids consume more healthy foods and beverages during the school day. When they are Smart Snacks, the healthy choice is the easy choice.
- 4 Smart Snacks Standards are a Federal requirement for all foods sold outside the National School Lunch Program and School Breakfast Program.



Which food and beverages sold at school need to meet the Smart Snacks Standards?

- 1 Any food and beverage sold to students at schools during the school day,* other than those foods provided as part of the school meal programs.
- 2 Examples include à la carte items sold in the cafeteria and foods sold in school stores, snack bars, and vending machines.
- 3 Foods and beverages sold during fundraisers, unless these items are not intended for consumption at school or are otherwise exempt by your state.

* The school day is defined as the midnight before to 30 minutes after the end of the school day.



The Smart Snacks Standards apply only to locations on the school campus that are accessible to students. So, this does not include places like the teachers' lounge, although you may choose to vend healthy snacks there too.

How can I tell if my snack meets the Smart Snacks Standards?

- 1** See if your snack is listed in the Products section of the Alliance for a Healthier Generation's Smart Food Planner (<https://foodplanner.healthiergeneration.org/products>). These products were determined to meet the Smart Snacks Standards based on the product's ingredient statement and Nutrition Facts panel.
- 2** Enter information from the food or beverage's Nutrition Facts panel and ingredients list into the Alliance for a Healthier Generation's Smart Snacks Product Calculator (<https://foodplanner.healthiergeneration.org/calculator>). It is important to note that the standards are for the food items as packaged and sold. Therefore, if the item is labeled as having two servings per package, then the information in the Nutrition Facts panel must be multiplied by two. The Smart Snacks Product Calculator does this math for you.
- 3** If your snack doesn't have a nutrition label because it is made from scratch, use the MyRecipe feature in the SuperTracker (<https://www.supertracker.usda.gov/myrecipe.aspx>) to calculate the nutrition information. Your school nutrition program may also have nutrient analysis software approved by the United States Department of Agriculture (USDA; <http://go.usa.gov/cvNaC>) which can be used to evaluate recipes.

Look for the blue information icons in the Smart Snacks Product Calculator! These helpful bubbles include additional information and regulatory guidance so you can enter product information correctly and get an accurate result.



Does USDA have a list of approved foods and beverages?

1

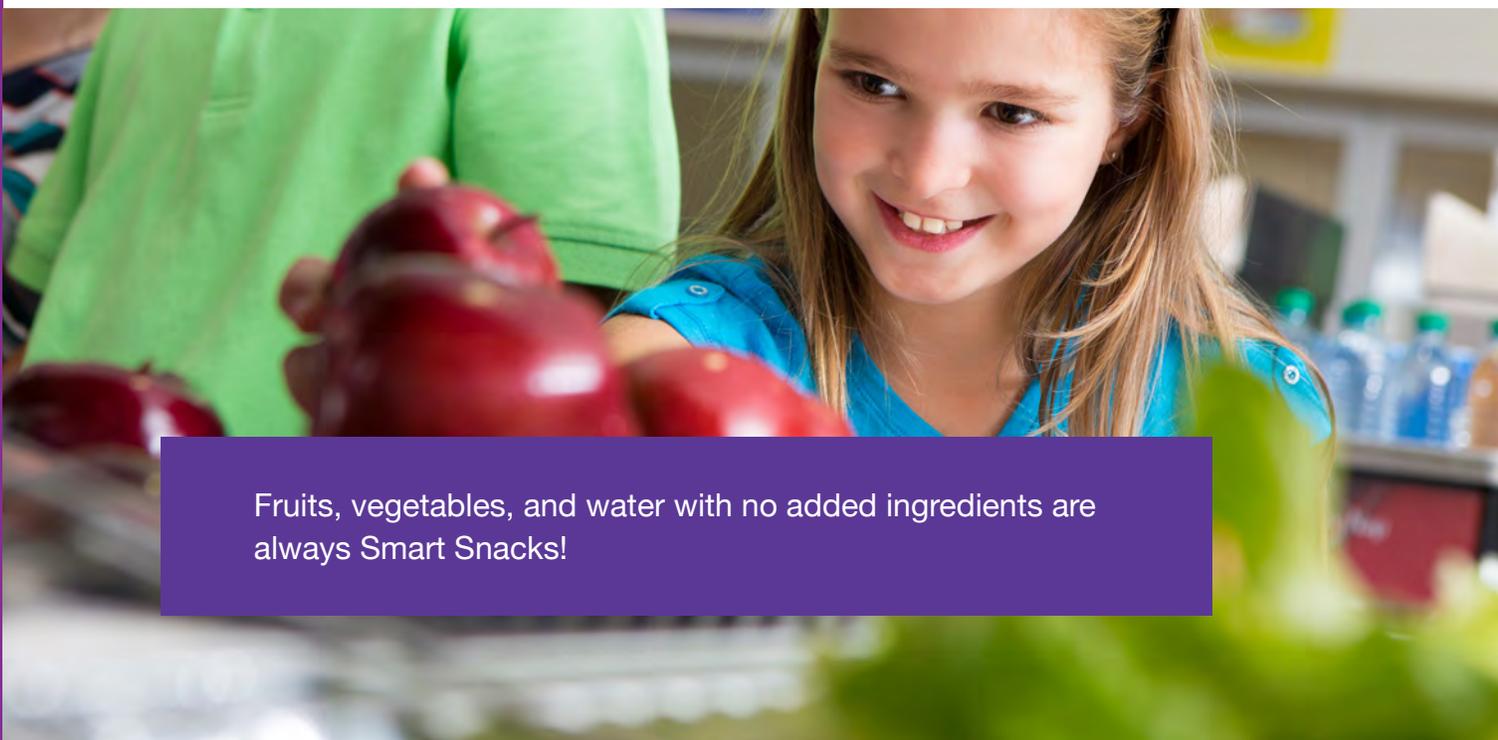
USDA does not approve individual foods or beverages. Even if a food says “Smart Snacks approved,” you should still evaluate the Nutrition Facts panel and ingredients list.

2

You can find examples of foods and beverages that meet the standards by browsing the Products section of the Alliance for a Healthier Generation’s Smart Food Planner (<https://foodplanner.healthiergeneration.org/products>).

3

If you still have questions about a food or beverage, refer to the Smart Snacks in Schools: Questions and Answers (<http://www.fns.usda.gov/sites/default/files/cn/SP23-2014v3os.pdf>) and consult your State agency (<http://www.fns.usda.gov/school-meals/school-meals-contacts>).



Fruits, vegetables, and water with no added ingredients are always Smart Snacks!



How do I find out if my granola bar is a Smart Snack?

Granola bars and other snack bars that have as a first ingredient a whole grain (e.g., whole grain rolled oats), protein food (e.g., nuts), dairy, fruit, or vegetable will meet the general standards. Then, the product must be measured against the nutrient snack standards for calories, sodium, sugar, and fats. You can use the Smart Snacks Product Calculator to assist you with evaluating the product against the snack standards.



Tip:

When checking to see if your snack meets the standards, be sure to consider both how it is packaged as well as how it is sold, including all accompaniments. For example, if butter is added to popcorn, or ranch dressing is sold along with veggies, be sure to count the nutrition information for these condiments when determining if your snack meets the standards.



What are the Smart Snacks Standards for foods?

To qualify as a Smart Snack, a snack or entrée must first meet the general nutrition standards:

- Be a grain product that contains 50 percent or more whole grains by weight (have a whole grain as the first ingredient); or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable; and
- The food must meet the nutrient standards for calories, sodium, sugar, and fats:

Nutrient	Snack	Entrée
Calories	200 calories or less	350 calories or less
Sodium	200 mg or less	480 mg or less
Total Fat	35% of calories or less	35% of calories or less
Saturated Fat	Less than 10% of calories	Less than 10% of calories
Trans Fat	0 g	0 g
Sugar	35% by weight or less	35% by weight or less

What is an entrée?

For purposes of Smart Snacks, an entrée is defined as the main course of a meal that has a combination of:

- meat/meat alternate + whole grain-rich food;
- vegetable + meat/meat alternate;
- fruit + meat/meat alternate;
- meat/meat alternate alone, except for meat snacks (e.g., beef jerky), yogurt, cheese, nuts, seeds, and nut or seed butters; and
- a grain only, whole grain-rich entrée that is served as the main dish of the School Breakfast Program reimbursable meal.



Finding Information on the Nutrition Facts Panel and Ingredients List

Enter this information into the Smart Snacks Product Calculator (<https://foodplanner.healthiergeneration.org/calculator>) to see if your snack meets the standards.

Nutrition Facts	
Serving Size & Servings Per Container	Serving Size 2 cups (30g) Servings Per Container 1
Amount Per Serving	
Calories	Calories 140 Calories from Fat 36
% Daily Value*	
Total Fat	Total Fat 4g 6%
Saturated Fat	Saturated Fat 0g 0%
Trans Fat	Trans Fat 0g
Cholesterol	Cholesterol 0mg 0%
Sodium	Sodium 170mg 7%
Total Carbohydrate	Total Carbohydrate 25g 8%
	Dietary Fiber 2g 8%
Sugars	Sugars 8g
Protein	Protein 1g
Vitamin A	0%
Vitamin C	0%
Calcium	0%
Iron	0%

INGREDIENTS: Popcorn, sugar, canola oil, salt

First Ingredient

Are there healthy exemptions to certain nutrient requirements?

The Smart Snacks Standards reflect practical and flexible solutions for healthy eating. A few foods or combinations of foods are exempt from certain nutrient standards. Refer to the table below for examples of these exemptions. For additional information, refer to the Smart Snacks Summary Chart at http://www.fns.usda.gov/sites/default/files/allfoods_summarychart.pdf.

Food	Smart Snacks Standards Exemptions
 Fresh and frozen fruits and vegetables, with no added ingredients	
 Canned fruits packed in 100% juice or light syrup, with no added ingredients except water	Exempt from all nutrient standards
 Canned vegetables (no salt added/low sodium), with no added fats	
 Reduced-fat cheese (including part-skim mozzarella)  Nuts, seeds, or nut/seed butters  Apples with reduced-fat cheese*  Celery with peanut butter (and unsweetened raisins)*  Whole eggs with no added fat	Exempt from the total fat and saturated fat standards, but must meet all other nutrient standards
 Seafood with no added fat (e.g., canned tuna packed in water)	Exempt from the total fat standard, but must meet all other nutrient standards
 Dried fruits with no added sugars  Dried cranberries, tart cherries, or blueberries, sweetened only for processing and/or palatability, with no added fats	Exempt from the sugar standards, but must meet all other nutrient standards
 Trail mix of only dried fruits and nuts and/or seeds, with no added sugars or fats	Exempt from the total fat, saturated fat, and sugar standards, but must meet all other nutrient standards

*Paired exemptions are always required to meet the calorie and sodium limits for Smart Snacks.

What are the Smart Snacks Standards for Beverages?

Water



Plain, with or without carbonation

No Limit

Milk

Unflavored low-fat, unflavored fat-free, or flavored fat-free milk; milk alternatives as permitted by the National School Lunch Program/School Breakfast Program



Elementary School



Middle School



High School

Juice

100% fruit or vegetable juice, with or without carbonation



Elementary School



Middle School



High School

Diluted Juice

100% fruit or vegetable juice diluted with water, with or without carbonation and with no added sweeteners



Elementary School



Middle School



High School

Low- and No-Calorie Beverages (High School Only)

Low- and no-calorie beverages, with or without caffeine and/or carbonation; calorie-free, flavored water



“Lower Calorie” Maximum 40 calories/8 fl oz. Maximum 60 calories/12 fl oz. (Equivalent to 5 calories per fluid ounce).



“No Calorie” Less than 5 calories/8 fl oz. Maximum 10 calories/20 fl oz.



Do you have questions about Smart Snacks Standards? Get more information by reviewing the *Smart Snacks in School: Questions and Answers* (<http://www.fns.usda.gov/sites/default/files/SP23-2014os.pdf>) or contact your State agency (<http://www.fns.usda.gov/school-meals/school-meals-contacts>).

How do the Smart Snacks Standards affect school fundraisers?

- 1 Sales of foods and beverages that meet the Smart Snacks Standards and sales of nonfood items (e.g., wrapping paper and apparel) are not limited under the Federal policy.
- 2 Fundraising activities that occur during nonschool hours, on weekends, or at off-campus events are not limited under the Federal policy.
- 3 Fundraisers selling foods that are intended to be consumed outside the school day are not limited under the Federal policy.
- 4 Some States allow a certain number of in-school fundraisers to be exempt from the Smart Snacks Standards. Contact your State agency for more information.



What if my school district wants to have stricter standards?

These Federal standards are the minimum requirements. State agencies and/or local school districts can establish stricter standards, if desired. Consult your school's Local School Wellness Policy for more information.

What are some other resources?

Team Nutrition

<http://teammnutrition.usda.gov>

Access free nutrition education resources like this Guide to Smart Snacks in School handout.

Tools for Schools

<http://www.fns.usda.gov/healthierschoolday/tools-schools-focusing-smart-snacks>

Read more about Smart Snacks regulations and policies and get answers to common questions.

Healthy Meals Resource System: Healthy Fundraising

<http://healthymeals.nal.usda.gov/local-wellness-policy-resources/wellness-policy-elements/healthy-fundraising>

Get ideas for healthier fundraising activities.

**U.S. Department of Agriculture
Food and Nutrition Service**

USDA is an equal opportunity provider and employer.

APPENDIX C

Simply Chex® Cheddar 0.92oz

Whole Wheat - First Ingredient. Whole grain Chex® cereal pieces with a cheddar flavoring. Contains 70% less fat than regular potato chips. 1 oz equivalent grain

UNIT SIZE: .92 OZ

CASE COUNT: 60

ALLERGENS:

- CONTAINS WHEAT AND MILK; MAY CONTAIN SOY INGREDIENTS

PRODUCT CODE: 31932000

UPC: 016000319325

GTIN: 10016000319322

Nutrition Facts

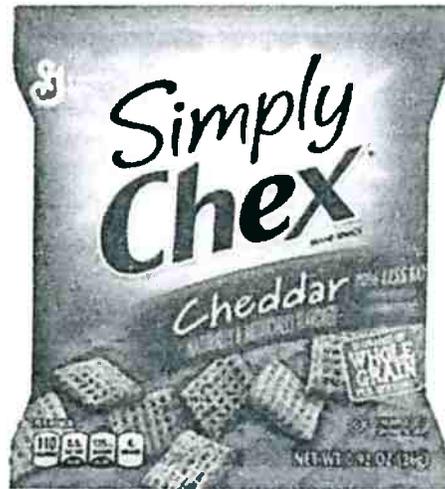
Serving Size:	1 Pouch (26g)	
Amount Per Serving:	As Packaged	
Calories	110	
Calories From Fat	25	
	% Daily Value*	
Total Fat	2.5g	4%
Saturated Fat	0.5g	3%
Trans Fat	0g	
Cholesterol	0mg	0%
Sodium	135mg	6%
Total Carbohydrate	20g	7%
Dietary Fiber	2g	6%
Sugars	4g	
Protein	2g	
Vitamin A	*	
Vitamin C	*	
Calcium	*	
Iron	2%	

* Percent Daily Value (DV) are based on a

* - Not a significant nutrient source

* Nutritional information is subject to change

*Do not eat raw dough or batter.



Ingredients

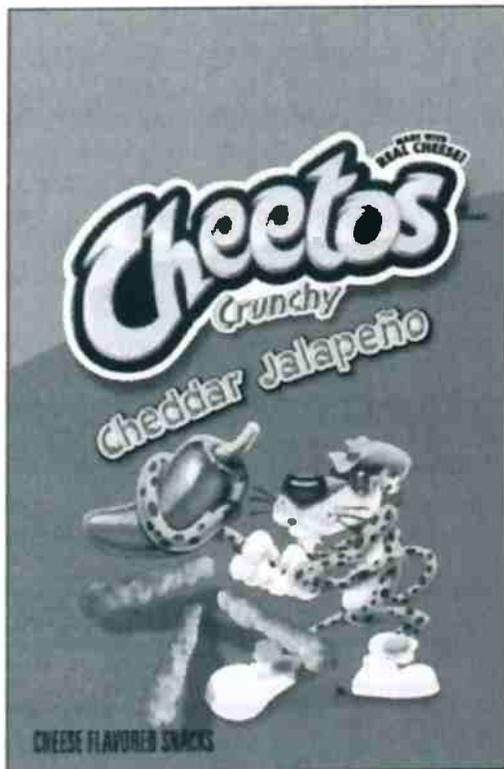
Whole Wheat, Enriched Corn Meal (degerme riboflavin, folic acid), Vegetable Oil (soybean), Buttermilk Powder, Corn Syrup Solids, Salt, 1 nonfat milk, cultures), Monoglycerides, Onion Baking Soda, Yellow Corn Flour, Yellow 6 Lake

Kosher: 

The label must be readable and include:

- The name/product manufacturer or a picture of the product.
- Product serving size (only one serving per package)
- Ingredient list
- Nutrition Facts

An actual label or company spec sheet may be used.



Ingredients: Enriched Corn Meal (Corn Meal, Ferrous Sulfate, Niacin, Thiamin Mononitrate, Riboflavin, Folic Acid), Vegetable Oil (Corn, Canola, and/or Sunflower Oil), Cheddar Jalapeño Seasoning (Whey, Maltodextrin [Made From Corn], Salt, Canola Oil, Buttermilk, Romano Cheese [Cow's Milk, Cheese Cultures, Salt, Enzymes], Monosodium Glutamate, Cheddar Cheese [Milk, Cheese Cultures, Salt, Enzymes], Onion Powder, Sugar, Corn Starch, Natural and Artificial Flavors, Modified Corn Starch, Dextrose, Spices, Lactose, Jalapeño Pepper, Garlic Powder, Sodium Caseinate, Artificial Color [Including Yellow 6, Yellow 5, Blue 1, Red 40], Skim Milk, Lactic Acid, Citric Acid, Malic Acid, Sunflower Oil, Disodium Inosinate, Disodium Guanylate), and Salt.
CONTAINS MILK INGREDIENTS.

Nutrition Facts

Serving Size 1 oz (28g/About 21 pieces)

Amount Per Serving

Calories 160 Calories from Fat 90

% Daily Value*

Total Fat 10g **16%**

Saturated Fat 1.5g **8%**

Trans Fat 0g

Cholesterol 0mg **0%**

Sodium 290mg **12%**

Total Carbohydrate 13g **4%**

Dietary Fiber less than 1g **2%**

Sugars less than 1g

Protein 2g

Vitamin A 2% • Vitamin C 0%

Calcium 2% • Iron 2%

Thiamin 6% • Riboflavin 2%

Niacin 4% • Vitamin Bs 2%

Folate 6%

* Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

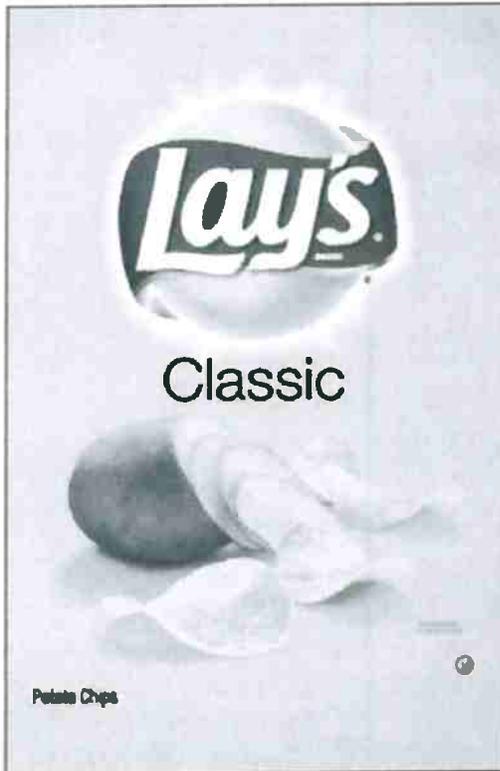
		Calories: 2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
 Fat 9 • Carbohydrate 4 • Protein 4

The label must be readable and include:

- The name/product manufacturer or a picture of the product.
- Product serving size (only one serving per package)
- Ingredient list
- Nutrition Facts

An actual label or company spec sheet may be used.



Ingredients: Potatoes, Vegetable Oil (Sunflower, Corn and/or Canola Oil), and Salt.

Nutrition Facts

Serving Size 1 oz (28g/About 15 chips)

Amount Per Serving

Calories 160 **Calories from Fat 90**

% Daily Value*

Total Fat 10g **16%**

Saturated Fat 1.5g **3%**

Trans Fat 0g

Cholesterol 0mg **0%**

Sodium 170mg **7%**

Potassium 350mg **10%**

Total Carbohydrate 15g **5%**

Dietary Fiber 1g **5%**

Sugars less than 1g

Protein 2g

Vitamin A 0% • Vitamin C 10%

Calcium 0% • Iron 2%

Vitamin E 6% • Thiamin 4%

Niacin 6% • Vitamin B6 10%

Magnesium 4% • Zinc 2%

* Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

		Calories: 2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:

Fat 9 • Carbohydrate 4 • Protein 4

The label must be readable and include:

- The name/product manufacturer or a picture of the product.
- Product serving size (only one serving per package)
- Ingredient list
- Nutrition Facts

An actual label or company spec sheet may be used.

APPENDIX D

5P-1.003 Responsibilities for the School Food Service Program.

(1) The Department of Agriculture and Consumer Services shall have the following responsibilities:

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

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

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

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

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

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

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

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

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

(c) To control the sale of food and beverage items in competition with the district approved food service program in accordance with 7 CFR 210.11 (6/28/13), which is hereby adopted and incorporated by reference and available online at <http://www.flrules.org/Gateway/reference.asp?No=Ref-04500>. Competitive food and beverage items sold to students during the school day must meet the nutrition standards for competitive food as defined and required in 7 CFR 210.11. Unless being sold by the district school food service program, it is impermissible for any competitive food item sold to students during the school day to consist of ready-to-eat combination foods of meat or meat alternate, as defined in 7 CFR 210.10, and grain products as defined in 7 CFR 210.11. Section 7 CFR 210.10 (6/28/13), is hereby adopted and incorporated by reference and available online at <http://www.flrules.org/Gateway/reference.asp?No=Ref-04499>. Each district school board is permitted to grant a special exemption from the standards for competitive foods as specified above for the purpose of conducting infrequent school-sponsored fundraisers, not to exceed the following maximum number of school days per school campus each school year:

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

Elementary Schools: Schools providing regular or other instruction at one or more grade levels from PK through grade 5. This category includes schools serving grade 6 if also serving one or more grades PK through 5 (e.g., a K-6 school).

Middle/Junior High Schools: Schools providing regular or other instruction in middle school configurations (grades 6-8) and junior high school configurations (grades 7-9). This category also includes schools serving a single grade in the 6-8 range (e.g., a 6th grade center).

Senior High Schools: Schools providing regular or other instruction at one or more grade levels from 9 to 12. This classification includes 9th grade centers.

Combination Schools: Schools providing regular or other instruction in grade groupings that include more than one of the categories described above (e.g., PK-8, 6-12, K-12, etc.).

Each district school board shall maintain records documenting the occurrence of any exempted school-sponsored fundraisers to demonstrate compliance with this rule. No school-sponsored fundraisers, which include the sale of food items, shall be permitted to occur until thirty (30) minutes after the conclusion of the last designated meal service period. For the purposes of this section, "school-sponsored fundraiser" shall be defined as any event or activity occurring on the school campus during which currency, tokens, tickets, or the like are exchanged for the sale or purchase of items or services to benefit the school, a school organization or group, or a charitable organization, and which is authorized according to district school board policy and has been approved by the school principal or designee.

(d) To establish a Healthy School Team by June 30, 2015, for all schools under its jurisdiction in accordance with 42 U.S.C. 1758b (10/1/10), which is hereby adopted and incorporated by reference and available online at <http://www.flrules.org/Gateway/reference.asp?No=Ref-04501>. Any Healthy School Team should include, but not be limited to, the following stakeholders: parents, students, school food service program representatives, school administrators, school health professionals, physical education teachers and the public as provided in 42 U.S.C. 1758b(b)(3). In addition to the requirements specified in 42 U.S.C. 1758b, a Healthy School Team shall:

1. Be responsible for ensuring compliance with paragraph (c) of this rule and 7 CFR 210.11 as it relates to competitive food and beverage items sold on a school campus;

2. Maintain a school calendar identifying the dates when exempted competitive food fundraisers will occur in accordance with the frequency specified in paragraph (c) of this rule; and,

3. Report its school's compliance with this rule to the designated Local Educational Agency official or school official responsible for overall compliance with the Local Educational Agency's wellness policy as required in 42 U.S.C. 1758b(b)(5)(B).

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

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

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

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

(i) To adopt policies prescribing procedures for purchases of food and nonfood items in compliance with the requirements of Rule 6A-1.012, F.A.C., of these rules, provided that such policies:

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

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

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

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

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

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

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

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

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

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

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

(4) Forms DACS 01712, Rev. 1/12, Summer Food Service Program for Children Pre-Award Nondiscrimination Compliance Review Form; DACS 01719, Rev. 1/12, Summer Food Service Program for Children Claim for Reimbursement Form; DACS 01720, Rev. 1/12, Summer Food Service Program for Children Sponsor Application; DACS 01714, Rev. 1/12, Summer Food Service Program for Children Site Information Sheet; DACS 01715, Rev. 1/12, Summer Food Service Program for Children Agreement; DACS 01717, Rev. 1/12, National School Lunch Program Claim Form; DACS 01718, Rev. 1/12, Special Milk Program Claim Form; DACS 01713, Rev. 1/12, Private School/Institution/Charter School Financial Reporting July 1, ____, through June 30, ____; and DACS 01716, Rev. 1/12, National School Lunch and Breakfast Program Sponsor, Agreement; are hereby incorporated by reference and made a part of this rule. These forms may be obtained from Food, Nutrition and Wellness, Florida Department of Agriculture and Consumer Services, 600 South Calhoun Street, Suite 120, Tallahassee, FL 32399.

Rulemaking Authority 1006.06(2) FS. Law Implemented 1006.06, 1006.0605, 1006.0606 FS. History—New 3-26-66, Amended 4-17-72, 4-19-73, 10-20-73, 6-17-74, Repromulgated 12-5-74, Amended 5-4-76, 10-18-77, 12-11-79, 1-7-81, 7-28-81, 9-23-81, 6-28-83, 10-15-84, 7-10-85, Formerly 6A-7.42, Amended 5-3-88, 5-16-90, 6-30-92, Formerly 6A-7.042, Amended 10-11-99, 1-25-00, Formerly 6-7.042, 6A-7.0411, Amended 9-24-14. Cf. National School Lunch Act as amended (42 USC) Sections 4 and 11, and Child Nutrition Act of 1966 as amended (42 USC) Sections 4 and 5, 7 CFR, Part 210, Section 210.6, CFR 210, Appendix B, CFR Parts 215, 220, 225, 226, 227, 235, 240, 245, 250, and 252.

WELLNESS

THE SCHOOL BOARD OF BROWARD COUNTY PROMOTES HEALTHY SCHOOLS BY SUPPORTING WELLNESS, GOOD NUTRITION, AND REGULAR PHYSICAL ACTIVITY AS PART OF THE LEARNING ENVIRONMENT. THE DISTRICT SUPPORTS A HEALTHY ENVIRONMENT WHERE CHILDREN LEARN AND PARTICIPATE IN POSITIVE DIETARY AND LIFESTYLE PRACTICES. BY FACILITATING LEARNING THROUGH THE SUPPORT OF GOOD NUTRITION, HEALTHY FOOD CHOICES AVAILABLE AT SCHOOL, PHYSICAL ACTIVITY AND HEALTH PRACTICES, SCHOOLS CONTRIBUTE TO THE BASIC HEALTH STATUS OF CHILDREN.

AS REQUIRED BY CONGRESS, SECTION 204, PUBLIC LAW 111-296, HEALTHY, HUNGER-FREE KIDS ACT of 2010 (42 U.S.C. 1751 et seq.), THE BROWARD COUNTY SCHOOL WELLNESS AND LEARNING SUPPORTS COMMITTEE DETERMINES AND MONITORS ALL WELLNESS INITIATIVES OF THE SCHOOL BOARD OF BROWARD COUNTY INCLUDING OBESITY PREVENTION. THE BROWARD SCHOOL BOARD WELLNESS AND LEARNING SUPPORTS COMMITTEE WILL RECOMMEND AND MONITOR OBJECTIVES FOR THE WELLNESS POLICY.

FEDERAL, STATE AND DISTRICT LEGISLATION, POLICY OR GUIDELINES, SUPPORTING THE TENETS OF THE BROWARD COUNTY SCHOOLS WELLNESS POLICY: FEDERAL – HEALTHY, HUNGER-FREE KIDS ACT, 2010, *2010 DIETARY GUIDELINES FOR AMERICANS*. STATE – CHAPTER 64E-11, CHAPTER 5P-1.003(2)(d), FLORIDA ADMINISTRATIVE CODE, SECTIONS 570.981, 381.0056, 381.0057, AND 402.3026, FLORIDA STATUTES, SCHOOL BOARD OF BROWARD COUNTY, FLORIDA –POLICY 6300, ADVERTISING MATERIAL, POLICY 6202, ATHLETICS, POLICY 6208, COMMUNITY FUNDRAISING, POLICY 5302, COMMUNITY INITIATIVES FOR FAMILIES, POLICY 1165, PARENT/FAMILY INVOLVEMENT, POLICY 6000.1, STUDENT PROGRESSION.

GOALS

1. HEALTH AND NUTRITION EDUCATION

- a. School programs offer students in pre-kindergarten through grade 12 comprehensive sequential health and nutrition education curriculum providing the knowledge needed to adopt healthy lifestyles and reduce high risk behaviors for all students as specified in Policy 6000.1. Schools will include the following essential nutrition education topics in their health education curriculum: the relationship between healthy eating and personal health, food guidance from MyPlate, eating a variety of foods every day, and eating more fruits and vegetables.

- b. Nutrition education is a component in elementary through high school.
- c. Resources and training are available for employees responsible for providing nutrition and health education.
- d. The school cafeteria serves as a learning laboratory to teach and practice good nutrition, incorporating nutrition promotions and foods from school gardens to enhance the experience.
- e. The District provides nutrition education and encourages healthy eating for families, both within the home and outside. Family members are engaged as a critical part of the team responsible for teaching children about health and nutrition. Nutrition and health information for families is provided in multiple languages on the District's website.

2. PHYSICAL ACTIVITY AND OTHER SCHOOL BASED ACTIVITIES

- a. Schools work to provide the opportunity for every student to receive regular, age-appropriate, quality physical education.
- b. Schools recommend that students participate in physical activity before, during and after school in accordance with nationally recommended guidelines.
- c. All physical education classes will be taught by qualified teachers as defined in the State Statutes, and to the extent possible, by certified physical education teachers, and be designed to build interest and proficiency in skills, knowledge, and attitudes essential to a lifelong physically active lifestyle.
- d. Physical education should provide safe and satisfying physical activity for all students including those with varying exceptionalities. Exceptional Student Education strategies for students with varying exceptionalities are noted on the lesson plan and verified by school's administrator.
- e. Elementary students will have physical education as defined in Policy 6000.1.
- f. Elementary schools offer at least 20 minutes per, day of consecutive, supervised, safe, and unstructured free play (recess) for elementary students on all full school days in addition to required physical education.
- g. Schools shall not use participation or non-participation in physical education class or recess (free play) as a way to punish or discipline students.
- h. After-school programs shall include supervised, age-appropriate physical activities that appeal to a variety of interests.
- i. Schools shall disseminate, in multiple languages, information for parents to help them promote and incorporate physical activity and healthy eating into their children's lives.

3. ALL SCHOOLS WILL HAVE AN ENVIRONMENT THAT SUPPORTS THE CONSUMPTION OF HEALTHY FOODS BY STUDENTS, THEIR FAMILIES AND STAFF WITH THE INTENT OF PROMOTING STUDENT HEALTH AND REDUCING CHILDHOOD OBESITY.

GUIDELINES FOR ALL FOOD SERVED ON CAMPUS

- a. Food and beverages offered over the course of the school week as part of the National School Lunch and Breakfast Programs are nutrient dense, including whole grain products and fiber rich fruits, and vegetables to provide students a variety of choices to maintain a balanced diet. Guidelines for a reimbursable meal shall not be less restrictive than regulations and guidance issued by United States Department of Agriculture (USDA).
- 1) A variety of nutrient dense foods are offered to students at each meal always including low fat milks, fruits/vegetables, meat/meat alternates and grains.
 - 2) Food and beverages served during the school day include a variety of healthy choices that are of excellent quality, appealing to the students and served at the proper temperature.
 - 3) Foods and beverages available during the school day should minimize the use of trans fats and saturated fats, sodium and sugar as defined by the Dietary Guidelines for Americans.
 - 4) Salad bars or pre-packaged salads are available daily.
 - 5) Fresh fruit is available at each meal.
 - 6) Food and Nutrition Services will encourage whole grain breads and cereals.
 - 7) Food and Nutrition Services offer only milk designated as low fat or lower and makes available nutritionally equivalent soy milk for student upon parent or practitioner request.
 - 8) At a minimum, foods served as part of a school lunch or breakfast will meet the Dietary Guidelines for Americans.
 - 9) A vegan meal option is available daily for students.
 - 10) The District supports healthy food and beverage choices for all students throughout the school campus by implementing evidence-based healthy food promotion techniques through the school meal program, such as Smarter Lunchrooms™.
 - 11) The District will include produce grown in Florida as part of a Farm to School Program.
 - 12) Guidelines will be located on the District's website in multiple languages on how to pack healthy lunches.
 - 13) During the school day, marketing of food products shall be limited to those foods and beverages which meet the Smart Snack requirements.

- b. If a la carte, vending or other food sales are available they should include a variety of choices of nutritious foods, such as fruits, vegetables, low fat dairy items, and water. All packaged snacks and beverages sold during the school day must meet or exceed USDA Smart Snack requirements. Food and Nutrition Service Administrators participate in assessing the nutritional value of foods available in vending machines and monitoring compliance to Smart Snack rules.
- c. Drinking water and hand sanitizing facilities should be conveniently available for students at all times.
- d. A list of healthy food and non-food alternatives will be made available to parents and teachers for classroom celebrations and rewards. School Food served in the classrooms will be obtained from approved sources, per Chapter 64E-11 of the *Florida Administrative Code*. The punitive denial of food and the punitive denial of food rewards are prohibited.
- e. Schools shall encourage fundraisers that promote positive health habits such as the sale of non-food and nutritious food items as well as fundraising to support physical activity events. All fundraisers held during the school's day must be in compliance with Florida's Competitive Food Rule, 5P-1.0003. Off campus fundraising and fundraising after the school day are not restricted by this policy.
- f. Food and beverages sold at events must be obtained from approved sources, per Chapter 64E-11 of the *Florida Administrative Code*, and reinforce the importance of healthy choices.
- g. Snacks and rewards provided in after-care programs will re-enforce the importance of healthy choices. Items available for purchase will comply with Smart Snack requirements.

4. ADDITIONAL DISTRICT – SCHOOL BASED WELLNESS GOALS

- a. The District continually coordinates a comprehensive outreach and promotion plan to ensure maximum participation in the school meal program.
- b. Schools ensure that students who receive free or reduced price meals are not treated differently from other students or identified by their peers.
- c. Each school in the District serves breakfast and lunch as part of the National School Lunch and Breakfast Programs.
- d. The District shall employ a food service director who is properly credentialed according to professional standards to administer the school food service program.
- e. All Food and Nutrition Services personnel have adequate pre-training and participate in on-going professional development in the areas of sanitation, school food service essentials, nutrition and quantity cooking. Food and Nutrition Services Managers receive training regarding food allergies and Cardiopulmonary Resuscitation. Specific guidelines for managing students with life-threatening hypersensitivity (Kelsey Ryan Act) can be found on the District's website under Health Education Services, Chronic Health Conditions.

- f. School menus meet the requirements of the USDA for school meals, and over the course of a week meet the nutritional standards recommended by the *Recommended Dietary Allowances* or equivalent. Each meal served meets the guidelines for a USDA reimbursable meal.
- g. Food and Nutrition Services ensures that required and effective food safety practices are applied to all foods prepared, sold and served through the Food and Nutrition Services Department.
- h. Meals are scheduled as close as possible to the middle of the day. Dining areas should be clean, safe and provide an environment for an enjoyable meal break.
- i. The District formally involves families and community organizations to address food and nutrition issues, recommend nutrition policy and programs and school meal options which are culturally sensitive and meet special dietary needs.
- j. Coordination of health services will be provided in schools in accordance with the School Health Services Act.
- k. All schools will promote positive behavioral health and interventions to affect student well-being and achievement through prevention liaisons and utilization of District and community resources.
- l. All schools will provide a learning environment that is physically and psychologically safe and secure for all students and staff through prevention liaisons and utilization of District and community resources.
- m. All covered Broward County Public School Employees, and their covered dependents, will have access to an on-line Health Risk Assessment, which will provide them the opportunity to create physical and/or biometric goals to encourage a healthier lifestyle.
- n. Learning Support Services are coordinated with existing and community stakeholder groups to ensure Learning Support Services are culturally competent and provided through collaboration with community partnerships for the best utilization of resources.

EVALUATION BROWARD COUNTY SCHOOLS WELLNESS POLICY

- 1. Each school and non-school based department is responsible for identifying an individual or group responsible for implementation of the Broward County Schools Wellness Policy requirements in that school or department. Each school must establish a Healthy Schools Team with the responsibility of annually evaluating the school's adherence to Smart Snack requirements in fund-raising, ala carte and vending sales, and compliance to the District's Wellness Policy. The team must meet at least twice during the year.
- 2. The Wellness and Learning Supports Committee shall convene at least biannually to assess whether policies are effective in improving student health. The Florida Healthy Schools Self-Assessment, conducted by Coordinated Student Health Services may serve as the evaluation tool of the District's Wellness Policy. The District's Wellness Policy will be formally evaluated every three years. The chairperson will appoint a District Administrator to coordinate the evaluation process.

3. The Broward County School Health Advisory Committee, and other stakeholder advisory committees will continue to provide input and recommendations regarding wellness initiatives and outcomes. The District’s website will identify opportunities for parents to provide input directly to the Wellness and Learning Supports Committee.
4. The Wellness and Learning Supports Committee will annually determine wellness promotion objectives based on annual review Wellness Policy and make recommendations for changes or revisions in the policy to the Board when appropriate. The results of the Wellness Policy evaluations along with the Wellness Policy will be posted on the District’s website. Additionally, a summary of revisions will be provided to stakeholder groups and on the District’s website.
5. The superintendent through the principals and District administrators is responsible for implementation of the District’s Wellness Policy.

AUTHORITY:

F.S. 1006.6, 1001.41, 42 U.S.C. 1758b, 570.981, 381.0056, 381.057, 402.3026
Healthy, Hunger-Free Kids Act of 2010 (42 U.S.C. 1751, *et seq.*)
Adopted: 7/25/2006
Amended: 1/16/2007, 8/6/2013
Adopted: 10/03/2017

APPENDIX E

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EXACT LEGAL NAME OF OTHER PARTY

(hereinafter referred to as “[insert a short name here]”),
whose principal place of business is
[insert address here].

WHEREAS, [SBBC issued Invitation to Bid 19-044H for Healthy Vending program-PreApproval of Vendors (hereinafter referred to as ITB), dated [TBD] and incorporated herein by reference herein, for the purpose of receiving bids for healthy vending machine services, and];

WHEREAS, [VENDOR offered a bid dated [TBD] (hereinafter referred to as “BID”) which is incorporated by reference herein, in response to this ITB; and]

WHEREAS, [VENDOR is willing to provide a healthy vending machine program for Broward County Schools, centers and offices of SBBC; and]

WHEREAS, [SBBC desires to obtain goods and services from VENDOR to provide a vending machine services program.]

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _____, 20__ and conclude on _____, 20__ . The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Agreement, then;
- Second: Addenda, starting with the most recent
- Third: ITB 19-044H – Healthy Vending Program – Pre-Approval of Vendors, then;
- Fourth: Bid submitted in response to the ITB by VENDOR.

2.03 **[Services:** VENDOR will provide SBBC with healthy vending machines services as proposed in its Bid and in compliance with this Agreement, the ITB and its Addenda].

2.04 **[Commission Rates.** Commission Rates payable to SBBC by vendor shall be firm and fixed for the term of the Agreement as stated below:]

- 2.04.1 Elementary Schools [TBD]
(Teacher’s Lounges and After-Care Areas)
- 2.04.2 Middle Schools [TBD]
(Teacher’s Lounges and Student Areas)
- 2.04.3 High Schools [TBD]
(Teacher’s Lounges and Student Areas)
- 2.04.4 Technical Centers [TBD]
(Exempt from “Smart Snacks at School” program)
- 2.04.5 Administrative Sites [TBD]
(Exempt from “Smart Snacks at School” program)

2.05 **Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **Inspection of VENDOR’S Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of VENDOR’S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC’s agent or authorized representative shall have access to VENDOR’S Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years

after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *VENDOR* pursuant to this Agreement. SBBC's agent or its authorized representative shall provide *VENDOR* with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the *VENDOR'S* facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. *VENDOR* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: *Director of Food and Nutrition Services*
The School Board of Broward County, Florida
7720 West Oakland Park Blvd., 2nd Floor
Sunrise, Florida 33351

To [*VENDOR*]: [*Insert Name or Job Title of Other Party*]
[*Insert Address Provided by Other Party*]

With a Copy to: [*Insert Name or Job Title of Other Party*]
[*Insert Address Provided by Other Party*]

2.08 **Background Screening.** *VENDOR* shall 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, will 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 SBBC in advance of *VENDOR* or its personnel providing any services under the conditions described in the previous sentence. *VENDOR* 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 *VENDOR* and its personnel. The parties agree that the failure of *VENDOR* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *VENDOR* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or

mental injury, death or property damage resulting from *VENDOR'S* failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. *VENDOR* shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, *VENDOR* shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. *VENDOR* shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if *VENDOR* does not transfer the public records to SBBC. Upon completion of the Agreement, *VENDOR* shall transfer, at no cost, to SBBC all public records in possession of *VENDOR* or keep and maintain public records required by SBBC to perform the services required under the Agreement. If *VENDOR* transfers all public records to SBBC upon completion of the Agreement, *VENDOR* shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If *VENDOR* keeps and maintains public records upon completion of the Agreement, *VENDOR* shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By *VENDOR*: *VENDOR* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of

liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *VENDOR*, its agents, servants or employees; the equipment of *VENDOR*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *VENDOR* or the negligence of *VENDOR* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *VENDOR*, SBBC or otherwise.

2.11 **Insurance Requirements.** *Insert Name* shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** *Insert Name* shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** *Insert Name* shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** *Insert Name* shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** *Insert Name* shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by *Insert Name* to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit *Insert Name* to remedy any deficiencies. *Insert Name* must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. *Insert Name* is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, *VENDOR* represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, *VENDOR* shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall *VENDOR* retaliate against any person for reporting instances of such discrimination. *VENDOR* shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. *VENDOR* understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibit[s] [TO BE DETERMINED] attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every

such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting

requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
[insert name of current Board Chair here], Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR [INSERT A SHORT NAME OF THE OTHER PARTY HERE]:

(Corporate Seal)

[Insert Exact Full Legal Name of the other Corporation, Agency or Other Legal Entity]

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

APPENDIX F

Broward County Public Schools Approved Smart Snacks

Manufacturer/Processor	Category	Item	Portion Size Sold
Basil's	Cookies/Bars	MiniBites Chocolate Chip*	43 gm
Betty Crocker	Fruit Snack	Fruit Roll-Up Strawberry Reduced Sugar	14 gm
Buzz Strong's Bakery	Cookies/Bars	Chocolate Chip Cookie	43 gm
Buzz Strong's Bakery	Cookies/Bars	Mint Chocolate Chip Cookie	43 gm
Cliff	Cookies/Bars	LUNA Chocolate Raspberry	40 gm
Del Monte	Fruit Snack	Squeezable Fruit Tubes (Apple Cinnamon, Mixed Berry, Strawberry)	62 gm
Frito-Lay	Chips/Crackers/Snacks	Reduced Fat Cheetos Flamin' Hot Puffs	0.7 oz.
Frito-Lay	Chips/Crackers/Snacks	Reduced Fat Cheetos Puffs	0.7 oz.
Frito-Lay	Chips/Crackers/Snacks	Cheetos Oven Baked Flamin' Hot	1 oz.
Frito-Lay	Chips/Crackers/Snacks	Baked Lays	1 oz.
Frito-Lay	Chips/Crackers/Snacks	OvenBaked Barbecue	1 oz.
Frito-Lay	Chips/Crackers/Snacks	OvenBaked Original	1 oz.
Frito-Lay	Chips/Crackers/Snacks	OvenBaked Scoops	1 oz.
Frito-Lay	Chips/Crackers/Snacks	Cheetos Oven Baked Crunchy Cheese	1 oz.

Broward County Public Schools Approved Smart Snacks

Manufacturer/Processor	Category	Item	Portion Size Sold
Frito-Lay	Chips/Crackers/Snacks	Baked Ruffles	1 oz.
Frito-Lay	Chips/Crackers/Snacks	OvenBaked Sour Cream and Onion	1 oz. / .875 oz.
Frito-Lay	Chips/Crackers/Snacks	Baked Lays! Sour Cream and Onion Potato Crisps	24.8 gm
Frito-Lay	Chips/Crackers/Snacks	Munchies Baked Snack Crackers- Cheddar Cheese	25.5 gm
Frito-Lay	Chips/Crackers/Snacks	Fantastix-Flamin' Hot Corn and Potato Crisps	28 gm
Frito-Lay	Chips/Crackers/Snacks	Air Pops Original	28 gm
Frito-Lay	Chips/Crackers/Snacks	Air Pops Barbecue	28 gm
Frito-Lay	Chips/Crackers/snacks	Air Pops Salt and Vinegar	28 gm
Frito-Lay	Chips/Crackers/Snacks	Air Pops Sour Cream and Onion	28 gm
Frito-Lay	Chips/Crackers/Snacks	Doritos RF Nacho Cheese	28.3 gm
Frito-Lay	Chips/Crackers/Snacks	Doritos RF Spicy	28.3 gm
Frito-Lay	Chips/Crackers/Snacks	Doritos RF Cool Ranch	28.3 gm
Frito-Lay	Chips/Crackers/Snacks	Doritos RF-Spicy Sweet Chili	28.3 gm
Frito-Lay	Chips/Crackers/Snacks	Baked Lays! Original Potato Crisps	31.8 gm

Broward County Public Schools Approved Smart Snacks

Manufacturer/Processor	Category	Item	Portion Size Sold
Frito-Lay	Chips/Cracker/Snacks	Baked Lays! BBQ Potato Crisps	31.8 gm
Frito-Lay	Chips/Crackers/Snacks	Cheetos Crunchy Cheese (50% less fat)	F
Frito-Lay	Chips/Crackers/Snacks	Cheetos Fantastix Flamin' Hot	G
Frito-Lay	Chips/Crackers/Snacks	Cheetos Fantastix Chili Cheese	
General Mills	Cookies/Bars	Fruity Cheerios on the Go	.88 oz.
General Mills	Cookies/Bars	Cocoa Puffs Cereal 25% Less Sugar on the Go	.88 oz.
General Mills	Cookies/Bars	Cocoa Puffs on the Go	.88 oz.
General Mills	Chips/Crackers/Snacks	Original Chex Mix-Hot n'Spicy Whole Grain	.92 oz.
General Mills	Chips/Crackers	Simply Chex-Extreme Habanero Lime	.92 oz.
General Mills	Chips/Crackers/Snacks	Chex Mix Hot'n Spicy	.92 oz.
General Mills	Cookies/Bars	Cinnamon Toast Crunch Crisps	1 oz.
General Mills	Cookies/Bars	Golden Grahams on the Go	1 oz.
General Mills	Cookies/Bars	Cinnamon Toast Crunch Cereal on the Go	1 oz.
General Mills	Chips/Crackers	Simply Chex-Strawberry yogurt	1.03 oz.

Broward County Public Schools Approved Smart Snacks

Manufacturer/Processor	Category	Item	Portion Size Sold
General Mills	Chips/Crackers	Simply Chex-Chocolate Caramel	1.03 oz.
General Mills	Chips/Crackers/Snacks	Simply Chex-Cheddar	1.03 oz.
General Mills	Cookies/Bars	Trix Bars	1.42 oz.
General Mills	Cookies/Bars	Apple Cinnamon Cheerios Cereal Bar	1.42 oz.
General Mills	Cookies/Bars	Golden Grahams Cereal Bar	1.42 oz.
General Mills	Cookies/Bars	Cocoa Puffs Cereal Bar	1.42 oz.
General Mills	Cookies/Bars	Cinnamon Toast Crunch Cereal Bar	1.42 oz.
General Mills	Cookies/Bars	Team Cheerios Cereal Bar	1.42 oz.
General Mills	Cookies/Bars	Cinnamon Toast Crunch Cereal Bar	40 gm
Good Natured	Chips/Crackers/Snacks	Baked Vegetable Crisps	28 gm
Good Natured	Chips/Crackers/Snacks	Baked Vegetable Crisps-Ranch	28 gm
Good Natured	Chips/Crackers/Snacks	Baked Multigrain Chips	28 gm / 1 oz.
Glenny's	Chips/Crackers/Snacks	Quinoa Puffs, White Cheddar	28 gm/1 oz
Glenny's	Chips/Crackers/Snacks	Quinoa and Kale-White Vinegar	28 gm/1 oz

Broward County Public Schools Approved Smart Snacks

Manufacturer/Processor	Category	Item	Portion Size Sold
Glenny's	Chips/Crackers/Snacks	Quina and Kale-Salt and Vinegar	28 gm / 1 oz.
Glenny's	Chips/Crackers/Snacks	Quina and Kale-Sea Salt	28 gm / 1 oz.
Herr's	Chips/Crackers/Snacks	Tangy BBQ Popped Chips	0.6 oz.
Herr's	Chips/Crackers/Snacks	Popped Chips Sour Cream and Onion	0.6 oz.
Herr's	Chips/Crackers/Snacks	Baked Ripple Cut Sweet Potato	1 oz.
Herr's	Chips/Crackers/Snacks	Baked Ripple Cut Original	1 oz.
Herr's	Chips/Crackers/Snacks	Popped Chips Sea Salted	25 gm
Herr's	Chips/Crackers/Snacks	Good Natured Baked Vegetable Crisps-Ranch	28 gm
Herr's	Chips/Crackers/Snacks	Baked Potato Crisps (Original)	28 gm
Herr's	Chips/Crackers/Snacks	Baked Ripple Cut Potato Crisps	28 gm
Kar's	Nuts/Trail Mix	Salted Almonds*	1.0 oz.
Kar's	Nuts/Trail Mix	Cranberry Almond*	1.25 oz.
Kar's	Nuts/Trail Mix	Original Trail Mix*	1.5 oz.
Kar's	Nuts/Trail Mix	Mango Pineapple Trail Mix*	1.5 oz.

Broward County Public Schools Approved Smart Snacks

Manufacturer/Processor	Category	Item	Portion Size Sold
Kar's	Nuts/Trail Mix	Salted Peanuts*	28 gm
Kar's	Fruit Snack	Natural Raisins	28 gm
Kar's	Nuts/Trail Mix	Cranberry Almond Delight*	35 gm
Kashi	Chips/Crackers/Snacks	Sundried Tomato Basil & Feta Hummus Crisps	30 gm
Kashi	Chips/Crackers/Snacks	Caramelized Onion Hummus Chips	30 gm
Kashi	Cookies/Bars	Chewy Granola Bars-Honey Almond	35 gm
Keebler	Cookies/Bars	Grahams Bug Bites	28 gm
Keebler	Cookies/Bars	Scooby-Doo Graham Cracker Sticks-Cinnamon	8 gm
Kellogg's	Cookies/Bars	Rice Krispie Granola Bar Apple Cinnamon (Whole Grain)	36 gm
Kellogg's	Cookies/Bars	Rice Krispie Granola Bar Berry (Whole Grain)	36 gm
Kellogg's	Cookies/Bars	Nutri-Grain Apple Cinnamon	37 gm
Kellogg's	Cookies/Bars	Nutri-Grain Apple Blueberry	37 gm
Kellogg's	Cookies/Bars	Nutri-Grain Strawberry	37 gm
Kellogg's	Cookies/Bars	Cocoa Krispie Granola Bar Chocolate (Whole Grain)	38 gm

*Contains peanuts or tree nuts

Broward County Public Schools Approved Smart Snacks

Manufacturer/Processor	Category	Item	Portion Size Sold
Kellogg's	Cookies/Bars	Rice Krispies Treats (whole grain)	40 gm
Kellogg's	Cookies/Bars	Pop-Tarts Frosted (Strawberry Whole Grain, Cinnamon Whole Grain)	50 gm
Kellogg's	Chips/Crackers/Snacks	Special K Cracker Chips (Seasalt, Cheddar, Honey Barbecue, Sour	30 gm
Kellogg's / Sunshine	Chips/Crackers/Snacks	Cheez-It (Whole Grain)	28 gm, 21 gm
Mrs. Freshley's	Cookies/Bars	Chocolate Chip Bars	43 gm
Nabisco	Chips/Crackers/Snacks	Wheat Thins, Popped	22 gm
Nabisco	Chips/Crackers/Snacks	Wheat Thins, Popped Sour Cream and Onion	22 gm
Nature Valley	Cookies/Bars	Chewy Chocolate Chunk	.89 oz.
Nature Valley	Cookies/Bars	Crisps Chocolate Chip	1.2 oz.
Nature Valley	Cookies/Bars	Crisps Cinnamon	1.2 oz.
Nature Valley	Cookies/Bars	Trail Mix Fruit and Nut*	1.2 oz.
Nature Valley	Cookies/Bars	Crisps Chocolate Chip	1.2 oz.
Nature Valley	Cookies/Bars	Crisps-Cinnamon	1.2 oz.
Nature Valley	Cookies/Bars	Crunchy Oats N Honey	1.5 oz.

Broward County Public Schools Approved Smart Snacks

Manufacturer/Processor	Category	Item	Portion Size Sold
Nature Valley	Cookies/Bars	Crunchy Granola Bar-Oats n' Dark Chocolate	42 gm
Nature Valley	Cookies/Bars	Crunchy Granola Bar-Peanut Butter*	42 gm
Nature Valley	Cookies/Bars	Crunchy Granola Bar Oats 'n Honey*	42 gm
Pepperidge Farm	Chips/cracker/snacks	Goldfish 100 calorie pouch-cheddar (whole grain)	.75 oz.
Pepperidge Farm	Chips/Crackers/Snacks	Goldfish Baked Snack Crackers-Cheddar (Whole Grain)	1 oz.
Pepperidge Farm	Chips/Crackers/Snacks	Goldfish Flavor Blasted Extreme Ranch (whole grain)	21 gm
Pepperidge Farm	Cookies/Bars	Goldfish Giant Grahams-Chocolate (whole grain)	26 gm
Pepperidge Farm	Cookies/Bars	Goldfish Giant Grahams-Cinnamon (whole grain)	26 gm
Pepperidge Farm	Cookies/Bars	Goldfish PhysEdibles Strawberry	26 gm
Pepperidge Farm	Cookies/Bars	Goldfish PhysEdibles Lemon	26 gm
Popchips	Chips/Crackers/Snacks	Barbecue Potato	0.8 oz.
Popchips	Chips/Crackers/Snacks	Sea Salt Potato	0.8 oz.
Popchips	Chips/Crackers/Snacks	Cheddar and Sour Cream Potato	0.8 oz.
Popchips	Chips/Crackers/Snacks	Sour Cream and Onion Potato	0.8 oz.

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Broward County Public Schools Approved Smart Snacks

Manufacturer/Processor	Category	Item	Portion Size Sold
Popcorners	Chips/Crackers/Snacks	Caramel Popcorn Chips	1.1 oz/ 32 gm
Popcorners	Chips/Crackers/Snacks	Kettle Popcorn Chips	1.1 oz/ 32 gm
Popcorners	Chips/Crackers/Snacks	SeaSalt Popcorn Chips	1.1 oz/ 32 gm
Popcorn Indiana	Chips/Crackers/Snacks	Original Kettlecorn	28 gm
Popcorn Indiana	Chips/Crackers/Snacks	All Natural Kettlecorn	28 gm
Salveo	Chips/Crackers/Snacks	Multigrain Snackin Puffs-apple cinnamon	14 gm
Salveo	Chips/Crackers/Snacks	Multigrain Snackin Puffs-Buttery Caramel	14 gm
Salveo	Chips/Crackers/Snacks	Multigrain Snackin Puffs-Southwest Cheddar	14 gm
Salveo	Chips/Crackers/Snacks	Cheese Balls	21 gm
Salveo	Chips/Crackers/Snacks	Tater Pops-Sea Salt	23 gm
Salveo	Chips/Crackers/Snacks	Tater Pops-Peppercorn Ranch	23 gm
Salveo	Chips/Crackers/Snacks	Baked Potato Crisps (Original Seas Salt, Sweet Barbecue)	25 gm
Salveo	Chips/Crackers/Snacks	Baked Cheddar and Bacon Fries	28 gm
Salveo	Chips/Crackers/Snacks	Hot and Spicy Baked Fried	28 gm

Broward County Public Schools Approved Smart Snacks

Manufacturer/Processor	Category	Item	Portion Size Sold
Smartfood	Chips/Crackers/Snacks	Delight White Cheddar (air popped popcorn)	1 oz.
Smartfood	Chips/Crackers/Snacks	Delight White Cheddar (air popped popcorn)	28 gm
Smartfood	Chips/Crackers/Snacks	Selects Garlic Tomato Basil	28 gm
Sunchips	Chips/Crackers/Snacks	Harvest Cheddar Snack Mix	24.8 gm
Sunchips	Chips/Crackers/Snacks	Garden Salsa Snack Mix	24.8 gm
Vics Corn Popper	Chips/Crackers/Snacks	Lite White Popcorn	14 gm
Vics Corn Popper	Chips/Crackers/Snacks	Aged White Cheddar Popcorn	18 gm
Vics Corn Popper	Chips/Crackers/Snacks	White Cheddar Popcorn	18 gm
Vics Corn Popper	Chips/Crackers/Snacks	Kettle Style Popcorn	28 gm
Welch's	Fruit Snack	Fruit Snacks-berries and cherries, mixed fruit	43 gm

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Broward County Public Schools Approved Smart Snacks Beverages

All Brands (water)	MS/HS	Unflavored water	Any size
Aquafina	HS	Aquafina Flavor Splash (berry berry, color me kiwi, really raspberry)	20 oz.
Aquafina	HS	Aquafina Flavor Splash sparkling (kiwi strawberry, orange citrus)	16.9 oz.
Campbell Soup Co.	MS/HS	V-8 Fusion 100 % Juice	8 oz.
Canada Dry	HS	Canada Dry 10-Gingerale	12 oz.
Canada Dry	HS	Diet Ginger Ale	12 oz.
Canada Dry	HS/MS	Sparkling Seltzer Water (Unflavored)	12 oz.
Canada Dry	HS	Sparkling Seltzer Water (Raspberry, Strawberry)	12 oz.
Clement Pappas & Co., Inc.	MS/HS	Fruit Punch-100% Juice	8 oz.
Coca-Cola	HS	POWERADE ZERO Fruit Punch	12 oz.
Coca-Cola	HS	Diet Barq's Beer	12 oz., 20 oz.
Coca-Cola	HS	Cherry Zero, Vanilla Zero	12 oz., 20 oz.
Coca-Cola	HS	Fresca-Original Citrus	12 oz., 20 oz.
Coca-Cola	HS	Fanta Orange Zero	12 oz., 20 oz.
Coca-Cola	HS	Zero	12 oz., 20 oz.

Broward County Public Schools Approved Smart Snacks Beverages

Coca-Cola	HS	Diet Coke	12 oz., 20 oz.
Coca-Cola	HS	Glaceau vitaminwater	20 oz.
Coca-Cola	HS	Glaceau smartwater	20 oz.
Coca-Cola	HS	Mello-Yellow	12 oz., 20 oz.
Coca-Cola	HS	Pibb Zero	12 oz., 20 oz.
Coca-Cola	HS	Sprite Zero	12 oz., 20 oz.
Coca-Cola	HS	FRESCA	12 oz.
Dasani	HS	Strawberry Dasani	20 oz.
Dasani	HS	Lemon Dasani	20 oz.
Dr. Pepper-Snapple	HS	A& W Root Beer 10	12 oz.
Dr. Pepper-Snapple	HS	RC 10	12 oz.
Dr. Pepper-Snapple	HS	7 UP 10	12 oz.
Dr. Pepper-Snapple	HS	Diet Crush Orange	12 oz.
Dr. Pepper-Snapple	HS	Diet 7-Up	12 oz.
Dr Pepper-Snapple Group	HS	Diet Dr Pepper	20 oz., 12 oz.
Dr Pepper-Snapple Group	HS	Dr. Pepper TEN	12 oz.

Broward County Public Schools Approved Smart Snacks Beverages

Dr Pepper-Snapple Group	HS	Cranberry Apple Juice-100% Juice	8 oz.
Fuze	HS	Diet Ice Tea	12 oz.
Lipton	HS	Diet Brisk Ice Tea	12 oz.
Lipton	HS	Diet Green Tea	8 oz.
Minute Maid	MS/HS	Apple Juice-100% Juice	10 oz.
Minute Maid	MS/HS	Orange Juice-100% Juice	10 oz.
Minute Maid	MS/HS	Fruit Punch-100% Juice	10 oz.
Minute Maid	MS/HS	Grape Blend-100% Juice	10 oz.
Minute Maid	MS/HS	Mixed Berry-100% Juice	10 oz.
Minute Maid	HS	Light Lemonade	12 oz.
PepsiCo	HS	Diet Mountain Dew (0 calories)	8 oz.
PepsiCo	HS	Diet Pepsi	12 oz., 20 oz.
PepsiCo	HS	Pepsi Next	12 oz.
Mott's	HS	Apple Juice-100% Juice	8 oz.
Schweppes	HS	Diet Ginger Ale	12 oz.
Sunkist	HS	Sunkist 10 Orange Soda	12 oz.

Broward County Public Schools Approved Smart Snacks Beverages

Sunkist	HS	Diet Sunkist	12 oz., 20 oz.
Welch's	MS/HS	Grape Juice-100% Juice	8 oz.
Yerba Mate	HS	Diet MATERVA	12 oz.