

GENERAL CONDITIONS

SUBMIT PROPOSAL TO: The School Board of Brevard County Office Of Purchasing Services 2700 Judge Fran Jamieson Way Viera, FL 32940-6601		INVITATION TO NEGOTIATE ITN Acknowledgment	
ITN TITLE: District Wide Beverage Contract		ITN NO 10002/CH	
ITN DUE DATE AND TIME: May 25, 2010 – 2:00 P.M.		BUYER: George “Chip” Harrison	
PURCHASING TELEPHONE NUMBER: (321) 633-1000 Ext. 630		ISSUE DATE: April 29, 2010	
Vendor Name:		If returning as a “No Proposal” state reason:	
Vendor Mailing Address:			
City – State – Zip Code:			
Vendor Taxpayer Identification Number:	Telephone Number:	Toll-Free Number:	Fax Number:
Internet E-Mail Address: (Required For Electronic Purchase Orders)		Internet URL	
I certify that this Proposal is made without any prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the School Board of Brevard County, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the School Board of Brevard County all rights, title and interest in and to all causes of action it may now or hereafter acquired under the Anti-trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School Board of Brevard County. At the School Board's discretion, such assignment shall be made and become effective at the time of final payment to the Proposer.		I agree to adhere to all requirements referenced in these General Conditions as well as all other requirements specified in the itn Documents for the life of the contract and certify that I am authorized to sign this Proposal for the Proposer. X _____ Signature of Authorized Representative (Manual) _____ Name of Authorized Representative (Typed or Printed) _____ Title Date	
PURCHASING CARDS: ☒ Not applicable to this ITN. District personnel may choose to use a Purchasing Card in place of a purchase order to make purchases from this proposal. Unless exception to this condition is checked below, the proposer, by submitting a proposal, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your proposal to be declared non-responsive. ☐ I do not accept the above condition.			

PROPOSERS: To insure acceptance of the Proposal, follow these instructions.

1. **SEALED ITN REQUIREMENTS:** All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain in addition to the above address, the date and time of the proposal opening and the ITN number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2.
 - a) Taxes: The School Board does not pay federal excise and state sales taxes. Do not include these items on invoices. The applicable tax exemption number is shown on purchase orders.
 - b) Mistakes: Proposers are expected to examine the specifications, delivery schedule, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk.
 - c) Conditioning & Packaging: It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

d) Underwriter's Laboratories: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval of reexamination listing where such has been established by U.L. for the item(s) offered and furnished.

e) Proposer's Conditions: Any conditions to be made as part of the proposal should be submitted by letter with notes thereof on proposal sheet for consideration.

3. Equivalents: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification, unless noted otherwise, are for information and not to limit competition. Proposal any brand, which meets or exceeds the quality of specifications listed for any item. Indicate on the proposal form the manufacturer's name and number and indicate any deviation from the specifications as listed. If the proposal is based on equivalent products, include two (2) copies of fully descriptive literature on item(s). Lacking any written indication of intent to quote an alternate brand or model number, the proposal will be considered as a quotation in complete compliance with the specifications as listed in the proposal form.

4. Nonconformance to Contract Conditions: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items, and items not delivered as per delivery date in proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in: 1) Vendor's name being removed from the proposal list, and: 2) Claims against Performance Bonds will be implemented for damages.

5. Samples: Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the proposer's expense. Request for the return of samples must be made within 10 days following opening of proposals. Each individual sample must be labeled with proposer's name, proposal number, and item number. Failure of proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.

6. Delivery: 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. Delivery shall be within the normal working hours of the user Monday through Friday.

7. Interpretations: Any questions concerning conditions and specifications shall be submitted to the buyer no later than three (3) days prior to the proposal opening.

8. Notice of Proposal Protest Bonding Requirement: Any person who files an action protesting a decision or intended decision pertaining to this proposal pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Brevard County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

9. Awards: Awards will be made to the lowest and best firm proposal price from the most responsive and responsible proposer, meeting all the specifications and/or criteria, printed matter, attachments, drawings, schematics, and pre-proposal conferences (if any.). In the best interest of the School Board, the right is reserved to reject any and all proposals, to reject or accept any item or group of items.

10. Additional Quantities: Unless qualified by proposer, acquisition of additional quantities at prices quoted on the invitation is at Buyer's discretion. If not the case, the proposal sheets must be noted "Proposal For Specified Quantity Only."

11. Inspection, Acceptance & Title: Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful proposer until acceptance by the buyer.

12. Payment: Payment will be made by the accounting department or by Purchasing Card if applicable to this proposal, after the items awarded to a vendor have been received, inspected, and found to comply with award specifications free of damage or defect and properly invoiced.

13. Disputes: In case of any doubt or difference of opinion as to the items to be furnished, the decision of the buyer shall be final and binding on both parties.

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

15. Special Conditions: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

16. Validity: Bids must be valid for one year after date of award, unless otherwise stipulated in bid request, or bidder's offer has been made and acceptance has been considered and accepted.

17. Asbestos Statement: All materials supplied to the School Board of Brevard County, Florida must be 100% asbestos free. Bidder by virtue of bidding, certifies by signing bid, that if awarded any portion of this bid, will supply only material or equipment that is 100% asbestos free. No bid will be considered unless this is agreed to by the bidder.
18. Toxic Substances In Construction, Repair, Or Maintenance Of Educational Facilities: (Florida Statute 1013.49) - (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair, or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used, the contractor shall notify the district school superintendent or public postsecondary institution president in writing at least 3 working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.
19. Doing Business With One's Agency: (Florida Statute 112.313) – No employee of the School Board of Brevard County may purchase goods or services from a firm in which said employee has a material interest, nor shall employees, directly or indirectly, purchase, sell, rent or lease goods or services for his/her agency from any business entity of which he/she, spouse, or child has a material interest.
20. Public Entity Crimes: All bidders are hereby placed on notice 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 a 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$25,000.00) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
21. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).
a) The prospective lower tier participant certifies, by submission and signature of this bid, that either 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.
22. Davis-Bacon Act (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation).
23. Liability, Insurance, Licenses and Permits: Where bidders are required to enter or go into School Board property to deliver materials or to perform work or services as a result of a bid award, the bidder agrees to the Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurances. The bidder shall be liable for any damages or loss to the Board occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of their bid.
24. Release, Indemnification and Hold Harmless: The Vendor shall indemnify and hold harmless the School Board of Brevard County (SBBC), its elected officials and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorney fees) in connection with loss of life, bodily or personal injury, or property damage including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage is solely attributable to the gross negligence or willful misconduct of SBBC or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive SBBC's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.
25. Jessica Lunsford Act: The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors' employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.
26. Proposers and/or interested parties may attend this opening.

SPECIFIC QUALIFICATION REQUIREMENTS OF BIDDERS

This document is to explain and define the method of submitting and responding to all bids initiated by the Office of Purchasing Services of the School Board of Brevard County. All bids and related documents will be submitted in the following manner and any deviation of this method will be specific cause for non-acceptance of said bid. Any document not completed in its entirety will be cause for non-acceptance of the respective bid. All bid responses will be separated into two (2) sealed envelopes labeled accordingly:

ENVELOPE "A" MARKED WITH: Bid #, Date & Time of Opening, Category & Envelope "A"

Sealed Envelope "A": will include only the following as checked. All checked documents must be enclosed in Envelope "A". Do not omit any required/check forms/submittals.

- ☐ 1) General Conditions - signed by bidder. Required on all bids.
- ☐ 2) Insurance Compliance Requirements - signed by bidder. Proof of Insurance to be included if services or deliveries are to be provided on or to Brevard County School Board property.
- ☐ 3) Certification Regarding Debarment - signed by bidder.
- ☐ 4) Drug Free Work Place, Sect. 287.087 FL Statutes - signed by bidder.
- ☐ 5) All Associated Addendums

ENVELOPE "B" MARKED WITH: Bid #, Date & Time of Opening, Category and Envelope "B" (BID ONLY)

Sealed Envelope "B": will include only the following:

- ☒ 1) Bid Form - Annotating actual bid being offered with related cut sheets, specification sheets, or the documents relating to product being offered.

Bidders' submittals, i.e., Envelope "A" and "B" must be sealed in one larger envelope marked with Company Name, Return Address, Bid Number, Date & Time of Bid Opening. If any document included in our bid request that is required to be completed and returned in Envelope "A" is omitted or unsigned, the actual bid envelope "B" will be returned unopened and not considered.

Any deviation from this format will be cause for return of bid or rejection of bid to non-responsive and/non-responsible bidder. Bid envelope "A" will be opened first to determine compliance or noncompliance.

Rev. 05/12/03

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

INSURANCE REQUIREMENTS

INSURANCE

All bidders shall furnish (with their bid), a Certificate of Insurance that complies with the insurance requirements listed below. Upon bid/contract award, the successful bidder(s) shall be required to name the School Board of Brevard County, Florida, as an additional insured to the successful bidder(s) General Liability insurance policy. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods or services furnished on premises of the School Board of Brevard County.

1. General Liability Insurance:

Negligence including Bodily Injury: Per Claim	\$1,000,000
Negligence Including Bodily Injury: Per Occurrence	\$2,000,000
Property Damage: Each Accident	\$1,000,000

2. Product Liability or Completed Operations Insurance:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000

3. Automobile Liability:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Occurrence	\$ 500,000

4. Workers' Compensation/Employer's Liability:

W.C. Limit Required	Statutory Limits
E.L. Each Accident	\$1,000,000
E.L. Disease – Each Employee	\$ 500,000
E.L. Disease – Policy Limit	\$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

5. Professional Liability Insurance (E&O, D&O etc.):

For services, goods or projects that will exceed \$1,000,000 in values over a year.

Each Claim:	\$1,000,000
Per Occurrence:	\$2,000,000

For services, goods or projects that will not exceed \$1,000,000 in values over a year.

Each Claim:	\$ 250,000
Per Occurrence:	\$ 500,000

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Vendor agrees, by accepting award of this bid, contract, project, service and/or maintenance agreement to the following "Release, Indemnification and Hold Harmless Agreement":

The Vendor shall indemnify and hold harmless the School Board of Brevard County, its elected officials and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorney fees) in connection with loss of life, bodily or personal injury, or property damage including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage is solely attributable to the gross negligence or willful misconduct of the School Board of Brevard County or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive School Board of Brevard County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Director of Risk Management of the School Board of Brevard County, Florida.

I certify that I am an Authorized Representative of the Vendor and have the authority to bind my company to this agreement:

Vendor/Company Name – Print

Authorized Representative's Name - Print

Signature

/_____
Date

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

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

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participants in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for the transaction authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6699**

TO: All Bidders

FROM: Lynda Jones, Director
Purchasing and Warehouse Services

SUBJECT: Cooperative Bids

RE: Joint Cooperative Governmental Purchasing Program, State Board of Education Rule 6A-1.012 Para 5,
SICOP, and Central Florida School Board Purchasing Consortium

ITN: #10002/CH – District Wide Beverage Contract – Financial Services – 2010/11

In accordance with the Brevard County Joint Cooperative Governmental Purchasing Program and 6A-1.012, please be so notified that the Brevard County Commission and any and all other Florida school districts, governmental agencies, municipalities and Brevard County entities are hereby authorized to procure from this bid, at their own discretion.

The quantities listed herein are only anticipated estimated usages from the Brevard County School Board and do not reflect usage factors from other Brevard County governmental agencies or state school districts. Please govern yourselves accordingly.

The Brevard County School Board Purchasing Department is at all times custodian of this bid.

Please sign and return to the above named, with your bid, at the address listed above, if your firm is in full agreement.

Name & Mailing Address of Vendor

Signature of Authorized Representative

Telephone Number

Dated:_____

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6699**

DRUG FREE WORK PLACE, SECTION 287.087 FL STATUTES

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

- 1) Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (Provide School District with a copy of said document with firm's name on Notification Document.)
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions 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 work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Corporate Name

Signature of Bidders
Executive Officer

THE SCHOOL BOARD OF BREVARD COUNTY

INVITATION TO NEGOTIATE

ITN #10002/CH

Date: April 29, 2010

Title: District Wide Beverage Contract

Department: Office of Financial Services

The original proposal must be accompanied by seven (10) copies, two (2) CDs and submitted to the School Board of Brevard County, Office of Purchasing Services, Educational Services Facility, Pod 8 - Room 802, 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6699, no later than 2:00 P.M., Tuesday, May 25, 2010 and plainly marked ITN #10002/CH – District Wide Beverage Contract.

The responsibility for submitting a response to this proposal request at the School Board of Brevard County, Office of Purchasing Services on or before the stipulated time and date will be solely and strictly the responsibility of the proposer. The School Board of Brevard County will in no way be responsible for delays caused by the United States Postal Service or caused by any other occurrence. Any proposals received after stipulated time and date will not be accepted, nor opened, and will be returned.

ITN #10002/CH – DISTRICT WIDE BEVERAGE CONTRACT

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ITN #10002/CH – DISTRICT WIDE BEVERAGE CONTRACT

SECTION I – GENERAL INFORMATION

Section 1 provides general information to potential Offerors on subjects such as where to submit proposals, numbers of copies, amendments, proprietary information designation, and other similar administrative elements. Terms used in this and subsequent Sections of the ITN and not otherwise defined may be defined in Section 5.2 of this ITN.

The School Board of Brevard County is seeking to partner with a qualified beverage supplier that would be granted long-term advertising and product sales rights for full service vending, athletic and special events and the district's food services operations, as specified in this Invitation to Negotiate (ITN). For this opportunity, the District is requesting up-front advertising rights cash payment, sales commissions, academic recognition and scholarship funding, athletic scoreboards considerations, and various other inducements as required. Any cash payment will support academics, fine arts, athletics and other school-sponsored programs at the school level.

SECTION 1.1 - PROPOSAL INFORMATION

1.1-1 - Proposal Calendar

The following schedule will be adhered to as closely as possible to assure an expedient time frame for the selection of the firm.

- A. Distribution of ITN – April 29, 2010.
- B. Written Submittal of Questions Regarding ITN – No Later Than 12 Noon, May 11, 2010.
- C. Amendments Issued (if any) - May 14, 2010.
- D. Proposals Due – No Later: 2:00 P.M., May 25, 2010.
- E. Interviews with Selected Offers – May 28, 2010.
- F. Recommendation for Award of Contract to the School Board of Brevard County (Scheduled Meeting) – June 15, 2010.
- G. Contract Commencement – July 1, 2010.

1.1-2 - Submission of Proposal

- A. Sealed offers to be submitted to:
The School Board of Brevard County
Office of Purchasing Services
Pod 8—Room 802
2700 Judge Fran Jamieson Way
Viera, FL 32940-6699
Phone: (321) 631-1911 Ext.630
Fax: (321) 633-3618

- B. Questions to be submitted in writing by fax, mail or e-mail to:
 (See 1.1-4A)
 The School Board of Brevard County
 Office of Purchasing Services
 Attn: George "Chip" Harrison, Contract Administrator
 Pod 8—Room 802
 2700 Judge Fran Jamieson Way
 Viera, FL 32940-6699
 Phone: (321) 631-1911 Ext.630
 Fax: (321) 633-3618
 E-mail: harrison.chip@brevardschools.org

To ensure fair consideration for all Offerors, the School Board prohibits communication to or with any department, bureau, or employee during the submission process, except as provided section 1.1-3A. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration or award of the ITN then in evaluation and/or any future ITN.

*****NO LATE OFFERS WILL BE ACCEPTED*****

- A. Date/Time: Proposals shall be received no later than 2:00 P.M., Tuesday, May 25, 2010.
- B. The face of the sealed enveloped shall be clearly marked ITN#10002/CH - DISTRICT WIDE BEVERAGE CONTRACT.
- C. A faxed proposal will not be accepted. Only mailed or hand delivered, signed offers will be considered.

1.1-3 - Number of Copies

Offerors shall submit one original set and seven (10) copies and two (2) CDs of proposal documents. Each proposal received in response to this ITN shall remain the property of the School Board of Brevard County, Viera, Florida.

1.1-4 - Proposal Information

- A. All questions regarding proposal preparation, the selected process, specifications, and interpretations of the terms and conditions, of the Invitation to Negotiate (ITN) shall be submitted in writing no later than 12 Noon, May 11, 2010.
- B. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response of specific parts of the response can be shown to be exempt from public information. Offerors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Offerors.
- C. If an Offeror believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Offeror must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the Offeror believes to be protected from disclosure. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers which are not marked as confidential may be automatically considered public information after the contract is awarded. The Offeror is hereby put on notice that all or parts of the offer may be considered public information by the District under applicable law even though marked confidential.
- D. By responding to this ITN, the Offeror is expressly agreeing that any existing or previous agreements, contracts and/or other arrangements, written or verbal, which the Offeror believes may exist between the Offeror and the District or any of its constituent schools regarding beverage sales, advertising, gifts or donations in the District, and all obligations of the District arising from such relationship are automatically

terminated effective no later than June 30, 2010, unless the District requests an extension of such relationship in writing prior to that date.

1.1-5 - Amendments

Amendments to this ITN may be issued by the District at any time prior to the time set for receipt of proposals. The District shall attempt to issue amendments, if any, May 14, 2010, but may issue amendments after that date if necessary. The Offerors are required to acknowledge receipt of any Amendments (addenda) issued to this ITN by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers (see Section 1.1-1). The District shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the ITN or as part of the final Contract. All questions or requests for clarification concerning material terms of the Contract should be submitted in writing to the School Board of Brevard County Office of Purchasing Services (see Section 1.1-1) for consideration as an amendment.

1.1-6 - Withdrawal or Modification of Offers

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer (see Section 1.1-1 above).

1.1-7 - Acceptance

- A. Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the District based on initial submission without discussions or negotiations.
- B. Acceptance time: Although the District desires to make an immediate award after negotiation, by submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the District at anytime within 180 days from the date of submission deadline (see Section 1.1-1). Any offer not otherwise extended or accepted within this time period shall be considered as rejected.
- C. The District reserves the right to reject any or all offers and to waive informalities, minor irregularities, or other requirements in offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Offeror to provide in its offer any information requested in the ITN, including the signed Offeror Representatives and Certification Form and the Offer Regarding Existing Arrangements, may result in rejection for non-responsiveness. Failure of the Offeror to meet or exceed any stated minimums in the ITN may also result in rejection for reasons of non-responsiveness.

1.1-8 - Representations

- A. No representations or guarantees of any kind, made orally, expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents.
- B. Offerors must rely solely on their own independent assessment as the basis for the submission of any offer made.

1.1-9 – Proposal Evaluation

All proposals will be evaluated in accordance with the evaluation factors specified in Section IV; however, the District will not be limited solely to the evaluation factors in Section IV in making its final decision. Based on the offers received, the District may elect to proceed based on any of the following options, but the District will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked firms; (3) Allow the top three ranked firms to make oral presentations; or award to the firm offering the best offer.

1.1-10 - Joint Ventures

The District encourages and anticipates the need for potential joint ventures in this solicitation so a wide variety of beverage products are made available. Offerors proposing joint ventures must be submitted with signatures of all parties.

In the event two or more beverage companies intend to respond jointly, they must work together and respond to the ITN accordingly with the signatures of both parties.

1.1-11 - Award (Basis of Award)

- A. The District intends to award a single all or none contract for the agreement for beverage advertising rights, full service vending and product sales as a result of this solicitation. However the District may chose to award only beverage full service vending and product sales for athletic and special events and exclude product sales for food services operations, depending on the products offered and the competiveness of the offers. Offerors are advised to consider submitting both; an offer that includes food services and optional offer that would not.
- B. The contract award will be based on the evaluation of the items listed in the Evaluation Criteria Part IV and will consist of whichever combination of items or the total number of items deemed to be most advantageous to the District.
- C. The District intends to make award on the "Best Value," including guaranteed revenue and other factors in the proposal submitted. See Section IV for information concerning evaluation elements.
- D. The final contract documents will include the following:

Section I	Contract Agreement
Section II	Minimum Specifications
Section III	Final Accepted Offer
Section IV	Attachments and Other Documents
Section V	Terms and Conditions

1.1-12 - Acknowledgment of Amendments

Offerors shall acknowledge all amendments to the solicitation. Acknowledgment may be made on the attached form entitled "AMENDMENTS" or by other written acknowledgment made with the offer.

SECTION II – SCOPE OF SERVICES

SECTION 2.1 - SCOPE

The purpose of this solicitation is to obtain a five (5) year contract for beverage (also see 2.3-1) products for the District. This agreement is not to be construed as a school lunch program.

It is the intent of this solicitation is to establish a five (5) year contract) for beverage products (also see 2.3.1) and advertising rights for all schools and departments of the Brevard County School District. The selected vendor will be awarded rights for the distribution of water, juice drinks, sports beverages, and regular and diet (sugar-free) carbonated and non-carbonated beverages normally distributed by the vendor for all school and departments. Vending price increases will be at the discretion of the School Board on a district-wide contract basis. Vending price agreements and the resulting increases in revenue will be negotiated between the beverage company and the District.

SECTION 2.2 - LOCATION AND TIMES

2.2-1 Locations of Schools within the District:

THE SCHOOL BOARD OF BREVARD COUNTY VIERA, FLORIDA 32940-6699

DISTRICT LOCATIONS FOR VENDING	OPERATING HOURS	ENROLLMENT
HIGH SCHOOLS		
Astronaut High School 800 War Eagle Blvd. Titusville, Florida 32796 Phone: 321-264-3000 Fax: 321-264-3013	7:00 A.M. to 4:00 P.M.	1,172
Bayside High School 1901 DeGroodt Road S.W. Palm Bay, Florida 32908 Phone: 321-956-5000 Fax: 321-956-5009	7:00 A.M. to 4:00 P.M.	2,141
Cocoa High School 2000 Tiger Trail Cocoa, Florida 32926 Phone: 321-632-5300 Fax: 321-636-1218	7:00 A.M. to 4:00 P.M.	958
Cocoa Beach JR/SR High School 1500 Minutemen Causeway Cocoa Beach, Florida 32931 Phone: 321-783-1776 Fax: 321-868-6602	7:00 A.M. to 4:00 P.M.	1,368
Eau Gallie High School 1400 Commodore Blvd. Melbourne, Florida 32935 Phone: 321-242-6400 Fax: 321-242-6427	7:00 A.M. to 4:00 P.M.	2,618

Edgewood JR/SR High School 180 E. Merritt Ave. Merritt Island, Florida 32953 Phone: 321-454-1030 Fax: 321-452-1176	7:00 A.M. to 4:00 P.M.	932
Heritage High School 2351 Malabar Road N.W. Palm Bay, Florida 32907 Phone: 321-722-4178 Fax: 321-722-4198	7:00 A.M. to 4:00 P.M.	879
Melbourne High School 74 Bulldog Blvd. Melbourne, Florida 32901 Phone: 321-952-5880 Fax: 321-952-5898	7:00 A.M. to 4:00 P.M.	2,141
Merritt Island High School 100 East Mustang Way Merritt Island, Florida 32953 Phone: 321-454-1000 Fax: 321-454-1014	7:00 A.M. to 4:00 P.M.	1,454
Palm Bay High School 101 Pirate Lane Melbourne, Florida 32901 Phone: 321-952-5900 Fax: 321-676-2891	7:00 A.M. to 4:00 P.M.	2,033
Rockledge High School 220 Raider Road Rockledge, Florida 32955 Phone: 321-636-3711 Fax: 404-632-6064	7:00 A.M. to 4:00 P.M.	1,166
Satellite High School 300 Scorpion Court Satellite Beach, Florida 32937 Phone: 321-779-2000 Fax: 321-773-0703	7:00 A.M. to 4:00 P.M.	1,177
Space Coast JR/SR High School 6150 Banyan Street Cocoa, Florida 32927 Phone: 321-638-0750 Fax: 321-638-0766	7:00 A.M. to 4:00 P.M.	1,746
Titusville High School 150 Terrier Trail South Titusville, Florida 32780 Phone: 321-264-3100 Fax: 321-264-3103	7:00 A.M. to 4:00 P.M.	1,384
Viera High School 6103 Stadium Parkway Viera, Florida 32940 Phone: 321-632-1770 Fax: 321-433-4338	7:00 A.M. to 4:00 P.M.	1,991

West Shore JR/SR High School 250 W. Brevard Drive Melbourne, Florida 32935 Phone: 321-242-4730 Fax: 321-242-4740	7:00 A.M. to 4:00 P.M.	950
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MIDDLE SCHOOLS

Central Middle School 2600 Wingate Blvd. West Melbourne, Florida 32904 Phone: 321-722-4150 Fax: 321-722-4165	8:00 A.M. to 5:00 P.M.	955
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Clearlake Middle School 1225 Clearlake Road Cocoa, Florida 32922 Phone: 321-632-5300 Fax: 321-617-7731	8:00 A.M. to 5:00 P.M.	416
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DeLaura Middle School 300 Jackson Ave. Satellite Beach, Florida 32937 Phone: 321-773-7581 Fax: 321-773-0702	8:00 A.M. to 5:00 P.M.	664
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Hoover, Herbert C. Middle School 2000 Hawk Haven Drive Indialantic, Florida 32903 Phone: 321-727-1611 Fax: 321-725-0076	8:00 A.M. to 5:00 P.M.	426
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Jackson, Andrew Middle School 1515 Knox McRae Drive Titusville, Florida 32780 Phone: 321-269-1812 Fax: 321-269-7811	8:00 A.M. to 5:00 P.M.	601
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Jefferson, Thomas Middle School 1275 S. Courtney Parkway Merritt Island, Florida 32952 Phone: 321-453-5154 Fax: 321-459-2854	8:00 A.M. to 5:00 P.M.	672
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Johnson L.B. Middle School 2155 Croton Road Melbourne, Florida 32935 Phone: 321-242-6430 Fax: 321-242-6436	8:00 A.M. to 5:00 P.M.	861
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Kennedy, John F. Middle School 2100 S. Fiske Blvd. Rockledge, Florida 32955 Phone: 321-633-3500 Fax: 321-633-3509	8:00 A.M. to 5:00 P.M.	715
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Madison, James Middle School 3375 Dairy Road Titusville, Florida 32796 Phone: 321-264-3120 Fax: 321-264-3124	8:00 A.M. to 5:00 P.M.	546
McNair, Ronald, Magnet School #1 Challenger Drive Cocoa, Florida 32922 Phone: 321-633-3630 Fax: 321-633-3639	8:00 A.M. to 5:00 P.M.	455
Southwest Middle School 451 Eldron Blvd. S.E. Palm Bay, Florida 32909 Phone: 321-952-5800 Fax: 321-952-5819	8:00 A.M. to 5:00 P.M.	1,309
Stone Middle School 1101 E. University Blvd. Melbourne, Florida 32901 Phone: 321-723-0741 Fax: 321-951-1497	8:00 A.M. to 5:00 P.M.	655
ELEMENTARY SCHOOLS		
Allen, Roy Elementary School 2601 Fountainhead Blvd. Melbourne, Florida 32935 Phone: 321-242-6450 Fax: 321-242-6453	7:00 A.M. to 3:00 P.M.	788
Anderson, Hans Christian Elementary School 3011 S. Fiske Blvd. Rockledge, Florida 32955 Phone: 321-633-3610 Fax: 321-633-3619	7:00 A.M. to 3:00 P.M.	694
Apollo Elementary School 3085 Knox McRae Drive Titusville, Florida 32780 Phone: 321-267-7890 Fax: 321-269-3838	7:00 A. M. to 3:00 P.M.	957
Atlantis Elementary School 7300 Briggs Ave. Cocoa, Florida 32927 Phone: 321-633-6143 Fax: 321-633-6038	7:00 A.M. to 3:00 P.M.	858
Audubon Elementary School 1201 N. Banana River Drive Merritt Island, Florida 32952 Phone: 321-452-2085 Fax: 321-454-1055	7:00 A.M. to 3:00 P.M.	727

Cambridge Elementary Magnet School 2000 Cambridge Drive Cocoa, Florida 32922 Phone: 321-633-3550 Fax: 321-633-3420	7:00 A.M. to 3:00 P.M.	622
Cape View Elementary School 8440 N. Rosalind Ave. Cape Canaveral, Florida 32920 Phone: 321-784-0284 Fax: 321-868-6690	7:00 A.M. to 3:00 P.M.	379
Carroll, Lewis Elementary School One Skyline Blvd. Merritt Island, Florida 32953 Phone: 321-452-1234 Fax: 321-454-1064	7:00 A.M. to 3:00 P.M.	954
Challenger 7 Elementary School 6135 Rena Drive Cocoa, Florida 32927 Phone: 321-636-5801 Fax: 321-631-3208	7:00 A.M. to 3:00 P.M.	647
Columbia Elementary School 1225 Waco Blvd. Palm Bay, Florida 32909 Phone: 321-676-1319 Fax: 321-952-5854	7:00 A.M. to 3:00 P.M.	645
Coquina Elementary School 850 Knox McRae Drive Titusville, Florida 32780 Phone: 321-264-3060 Fax: 321-264-3062	7:00 A.M. to 3:00 P.M.	440
Creel, Dr. W. J. Elementary School 2000 Glenwood Drive Melbourne, Florida 32935 Phone: 321-259-3233 Fax: 321-259-3844	7:00 A.M. to 3:00 P.M.	993
Croton Elementary School 1449 Croton Road Melbourne, Florida 32935 Phone: 321-259-3818 Fax: 321-242-6477	7:00 A.M. to 3:00 P.M.	614
Discovery Elementary School 1275 Glendale Ave. N.W. Palm Bay, Florida 32907 Phone: 321-951-4920 Fax: 321-952-5870	7:00 A.M. to 3:00 P.M.	934
Endeavour Elementary Magnet School 905 Pineda Street Cocoa, Florida 32708 Phone: 321-633-3545 Fax: 321-633-3546	7:00 A.M. to 3:00 P.M.	578

Enterprise Elementary School 7000 Enterprise Road Cocoa, Florida 32927 Phone: 321-633-3434 Fax: 321-633-3438	7:00 A.M. to 3:00 P.M.	938
Fairglen Elementary School 201 Indian Trail Cocoa, Florida 32927 Phone: 321-631-1993 Fax: 321-631-3011	7:00 A.M. to 3:00 P.M.	808
Freedom 7 Elementary School 400 4 th Street South Cocoa Beach, Florida 32931 Phone: 321-868-6610 Fax: 321-868-6615	7:00 A.M. to 3:00 P.M.	428
Gardendale Elementary Magnet School 301 Grove Blvd. Merritt Island, Florida 32953 Phone: 321-452-1411 Fax: 321-454-1094	7:00 A.M. to 3:00 P.M.	625
Gemini Elementary School 2100 Oak Street Melbourne Beach, Florida 32951 Phone: 321-727-3090 Fax: 321-725-7481	7:00 A.M. to 3:00 P.M.	633
Golfview Elementary Magnet School 1530 S. Fiske Blvd. Rockledge, Florida 32955 Phone: 321-633-3570 Fax: 321-633-3579	7:00 A.M. to 3:00 P.M.	587
Harbor City Elementary School 1377 Sarno Road Melbourne, Florida 32935 Phone: 321-254-5534 Fax: 321-242-6468	7:00 A.M. to 3:00 P.M.	503
Holland, Spessard L., Elementary School 50 Holland Court Satellite Beach, Florida 32937 Phone: 321-773-7591 Fax: 321-773-6315	7:00 A.M. to 3:00 P.M.	454
Imperial Estates Elementary School 5525 Kathy Drive Titusville, Florida 32780 Phone: 321-267-1773 Fax: 321-264-3038	7:00 A.M. to 3:00 P.M.	548
Indialantic Elementary School 1050 North Palm Ave. Indialantic, Florida 32903 Phone: 321-723-2811 Fax: 321-952-5848	7:00 A.M. to 3:00 P.M.	806

Jupiter Elementary School 950 Tupelo Road S.W Palm Bay, Florida 32908 Phone: 321-952-5990 Fax: 321-952-5992	7:00 A.M. to 3:00 P.M.	793
Lockmar Elementary School 525 Pepper Street N.E. Palm Bay, Florida 32907 Phone: 321-676-3730 Fax: 321-952-5879	7:00 A.M. to 3:00 P.M.	860
Longleaf Elementary School 4290 N. Wickham Road Melbourne, Florida 32935 Phone: 321-242-4700 Fax: 321-242-4708	7:00 A.M. to 3:00 P.M.	837
Manatee Elementary School 3425 Solerno Blvd. Viera, Florida 32940 Phone: 321-433-0050 Fax: 321633-5659	7:00 A.M. to 3:00 P.M.	835
McAuliffe, Christa, Elementary School 155 Del Mundo Street N.W. Palm Bay, Florida 32907 Phone: 321-768-0465 Fax: 321-952-5985	7:00 A.M. to 3:00 P.M.	948
Meadowlane Primary School 2800 Wingate Blvd. West Melbourne, Florida 32904 Phone: 321-723-6354 Fax: 321-952-5948	7:00 A.M. to 3:00 P.M.	757
Meadowlane Intermediate School 2700 Wingate Blvd. West Melbourne, Florida 32904 Phone: 321-723-6354 Fax: 321-952-5948	7:00 A.M to 3:00 P.M	565
Mila Elementary School 288 West Merritt Ave. Merritt Island, Florida 32953 Phone: 321-454-1070 Fax: 321-454-1071	7:00 A.M. to 3:00 P.M.	436
Mims Elementary School 2582 U.S. Highway 1 Mims, Florida 32754 Phone: 321-264-3020 Fax: 321-264-3026	7:00 A.M. to 3:00 P.M.	602
Oakpark Elementary School 3395 Dairy Road Titusville, Florida 32796 Phone: 321-269-3252 Fax: 321-264-3080	7:00 A.M. to 3:00 P.M.	839

Ocean Breeze Elementary School 1101 Cheyenne Drive Indian Harbour Beach, Florida 32937 Phone: 321-779-2040 Fax: 321-779-2045	7:00 A.M. to 3:00 P.M.	626
Palm Bay Elementary School 1200 Alamanda Road N.E. Palm Bay, Florida 32905 Phone: 321-723-1055 Fax: 321-925-5924	7:00 A.M. to 3:00 P.M.	713
Pinewood Elementary School 3757 Old Dixie Highway Mims, Florida 32754 Phone: 321-269-4530 Fax: 321-264-3030	7:00 A.M. to 3:00 P.M.	393
Port Malabar Elementary School 301 Pioneer Ave. Palm Bay, Florida 32907 Phone: 321-725-0070 Fax: 321-952-5949	7:00 A.M. to 3:00 P.M.	849
Quest Elementary School 8751 Trafford Drive Melbourne, Florida 32940 Phone: 321-242-1411 Fax: 321-242-1719	7:00 A.M. to 3:00 P.M.	545
Riverview Elementary School 3000 Jolly Street Titusville, Florida 32780 Phone: 321-269-2326 Fax: 321-264-3092	7:00 A.M. to 3:00 P.M.	444
Riviera Elementary School 351 Riviera Drive N.E. Palm Bay, Florida 32905 Phone: 321-676-4237 Fax: 321-952-5957	7:00 A.M. to 3:00 P.M.	688
Roosevelt, Theodore, Elementary School 1400 Minutemen Causeway Cocoa Beach, Florida 32931 Phone: 321-868-6660 Fax: 321-783-2331	7:00 A.M. to 3:00 P.M.	545
Sabal Elementary School 1401 N. Wickham Road Melbourne, Florida 32935 Phone: 321-254-7261 Fax: 321-242-6475	7:00 A.M. to 3:00 P.M.	545

Saturn Elementary School 880 Range Road Cocoa, Florida 32926 Phone: 321-633-3535 Fax: 321-633-3539	7:00 A.M. to 3:00 P.M.	811
Sea Park Elementary School 300 Sea Park Blvd. Satellite Beach, Florida 32937 Phone: 321-779-2050 Fax: 321-770-2052	7:00 A.M. to 3:00 P.M.	393
Sherwood Elementary School 2541 Post Road Melbourne, Florida 32935 Phone: 321-254-6424 Fax: 321-242-6478	7:00 A.M. to 3:00 P.M.	720
South Lake Elementary School 3755 Garden Street Titusville, Florida 32796 Phone: 321-269-1022 Fax: 321-264-3047	7:00 A.M. to 3:00 P.M.	502
Stevenson, Robert Lewis Elementary 1450 Martin Blvd. Merritt Island, Florida 32952 Phone: 321-454-3550 Fax: 321-454-3553	7:00 A.M. to 3:00 P.M.	263
Sunrise Elementary School 1651 Mara Loma Blvd. S.E. Palm Bay, Florida 32909-1301 Phone: 321-674-6145 Fax: 321-674-6147	7:00 A.M. to 3:00 P.M.	846
Suntree Elementary School 900 Pinehurst Ave. Melbourne, Florida 32940 Phone: 321-242-6480 Fax: 321-242-6485	7:00 A.M. to 3:00 P.M.	909
Surfside Elementary School 475 Cassia Blvd. Satellite Beach, Florida 32937 Phone: 321-2818 Fax: 321-777-1841	7:00 A.M. to 3:00 P.M.	484
Tropical Elementary School 885 S. Courtenay Parkway Merritt Island, Florida 32952 Phone: 321-454-1080 Fax: 321-454-1087	7:00 A.M. to 3:00 P.M.	876
Turner, John F., Elementary School 3175 Jupiter Blvd. Palm Bay, Florida 32909 Phone: 321-676-5700 Fax: 321-952-5964	7:00 A.M. to 3:00 P.M.	690

University Park Elementary School 500 W. University Blvd. Melbourne, Florida 32901 Phone: 321-723-2566 Fax: 321-952-5971	7:00 A.M. to 3:00 P.M.	561
West Melbourne Elementary School 2255 Meadowlane Ave West Melbourne, Florida 32904 Phone: 321-956-5040 Fax: 321-956-5043	7:00 A.M. to 3:00 P.M.	402
Westside Elementary School 2175 DeGroodt Road S.W. Palm Bay, Florida 32908 Phone: 321-956-5050 Fax: 321-956-5053	7:00 A.M. to 3:00 P.M.	1,209
Williams, Ralph M., Elementary School 1700 Clubhouse Drive Viera, Florida 32940 Phone: 321-617-7700 Fax: 321-617-7703	7:00 A.M. to 3:00 P.M.	800
OTHER DISTRICT LOCATIONS		
North Area Abeyance Center (Whispering Hills) 800 Lane Ave. Titusville, Florida 32780 Phone: 321-264-3145 Fax: 321-264-3068	9:00 A.M. to 4:00 P.M.	63
Central Area Abeyance Center Rockledge Commercial Center, Unit D-28 1535 N. Cogswell Street Rockledge, Florida 32955 Phone: 321-633-3489 Fax: 321-633-3515	9:00 A.M. to 4:00 P.M.	84
South Area Abeyance Center 2175 N. Wickham Rd Melbourne, Florida 32935 Phone: 321-242-4770 Fax: 321-242-4772	9:00 A.M. to 4:00 P.M.	148
North Area Teenage Parent Program (Astronaut High) 800 War Eagle Blvd. Titusville, Florida 32796 Phone: 321-264-3000 ext. 3499	9:00 A.M. to 4:00 P.M.	
Central Area Teenage Parent Program (Rockledge High) 220 Raider Road Rockledge, Florida 32955 Phone: 321-633-3644	9:00 A.M. to 4:00 P.M.	
South Area Teenage Parent Program (Eau Gallie High) 1400 Commodore Blvd. Melbourne, Florida 32935 Phone: 321-253-5089	9:00 A.M. to 4:00 P.M.	

Palm Bay Area Teenage Parent Program
(Palm Bay High) 101 Pirate Lane
Melbourne, Florida 32901
Phone: 321-952-5900

9:00 A.M. to 4:00 P.M.

Florida First Start
(Saturn Elem.) 880 Range Road
Cocoa, Florida 32926
Phone: 321-633-3537

9:00 A.M. to 4:00 P.M.

North Area Even Start
(Whispering Hills) 800 Lane Ave.
Titusville, Florida 32780
Phone: 321-264-3099

9:00 A.M. to 4:00 P.M.

Adult Literacy & GED Information
(Whispering Hills) 800 Lane Ave.
Titusville, Florida 32780
Phone: 321-264-3090

9:00 A.M. to 4:00 P.M.

North Area Adult/Community
Education Center
(Whispering Hills) 800 Lane Ave.
Titusville, Florida 32780
Phone: 321-264-3088
Fax: 321-264-3149

9:00 A.M. to 4:00 P.M.

Central Area Adult/Community
Education Center
Rockledge Commercial Center Unit D-28
1535 Cogswell Street
Rockledge, Florida 32955
Phone: 321-633-3575
Fax: 321-633-3488

9:00 A.M. to 4:00 P.M.

Merritt Island High School Adult/Community
Educational Center
100 Mustang Way
Merritt Island, Florida 32953
Phone: 321-454-1000
Fax: 321-454-1014

9:00 A.M. to 4:00 P.M.

Melbourne High School Adult/Community
Education Center
74 Bulldog Blvd.
Melbourne, Florida 32901
Phone: 321-952-5883
Fax: 321-952-5898

9:00 A.M. to 4:00 P.M.

Mid-South Area Adult/Community
Education Center
Old Creel Site 1948 Pineapple Ave.
Melbourne, Florida 32935
Phone: 321-242-6465

9:00 A.M. to 4:00 P.M.

Palm Bay High School Adult/Community
Education Center
Palm Bay High
101 Pirate Lane
Melbourne, Florida 32901
Phone: 321-952-5914
Fax: 321-676-2891

9:00 A.M. to 4:00 P.M.

South Area Adult/Community
Education Center
1362 S. Babcock Street
Melbourne, Florida 32901
Phone: 321-952-5977
Fax: 321-952-5831

9:00 A.M. to 4:00 P.M.

School Board of Brevard County
Educational Services Facility
2700 Judge Fran Jamieson Way
Viera, Florida 32940
Phone: 321-631-1911
Fax: 321-633-3562

7:30 A.M. to 5:00 P.M.

300 Employees

School Board of Brevard County
Office of Transportation Services
2091 W. King Street
Cocoa, FL 32926
Phone: 321-633-3681
Fax: 321-633-3693

7:30 A.M. to 4:00 P.M.

50 Employees
(includes satellite
areas)

School Board of Brevard County
520 Warehouse
2095 West King Street
Cocoa, FL 32926
Phone: 321-633-3670
Fax: 321-633-3698

7:30 A.M. to 4:00 P.M.

22 Employees

School Board of Brevard County
Office of Plant Operations & Maintenance
1254 South Florida Avenue
Rockledge, FL 32955
Phone: 321-633-3580
Fax: 321-633-3596

7:30 A.M. to 4:00 P.M.

198 Employees
(includes satellite
areas)

2.2-2 - Time of Performance

The contract period will be from date of the contract award for a five (5) fiscal year term. The District's fiscal year begins on July 1 and ends June 30. The school calendar is developed and approved by the Board each year. Generally, regular session students attend school from beginning August to the end of May.

2.2-3 - Time of Delivery of Products

It is the intention of the District to allow deliveries at schools and administrative sites during regular hours listed in Section 2.2-1. Other delivery times must be coordinated and approved by the school principal/site administrator, or the District's Authorized Representative.

SECTION 2.3 - GENERAL SPECIFICATIONS

2.3-1 – Products and Availability

- A. The products shall be the line of all non-alcoholic beverages excluding milk, hot coffee, hot tea, hot chocolate, and 100% fruit juices required by the National School Breakfast and Lunch Programs. The District desires a wide variety of beverages to be provided by the Contractor for sale, including water, juices, tea, isotonic, etc. (See Section 4.2)
1. Elementary Schools - These schools would have products available during school only in machines located in the cafeteria under the direction of food services. The machines made available to students in the cafeteria can contain only unflavored water. Elementary Schools Facilities may elect to have vending machines that are only accessible to students for after-school programs or for athletic fields where joint use agreements for facility usage are in effect with other governmental entities. Notwithstanding the above, all Products may be sold at all hours in teacher lounges or other non-student vending areas.
 2. Middle Schools - These schools would have products available during school in machines located in the cafeteria under the direction of food services. The machines made available to students in the cafeteria can contain only unflavored and flavored water. No other vending machines are allowed to operate prior to one hour after the completion of the last lunch. At that time only those machines containing unflavored water, flavored water, 100% fruit juices, and isotonicics would be allowed to operate. Beverages sold may not exceed 200 calories. All vending machines containing all product types would be allowed to operate immediately at the end of the regular school day. Notwithstanding the above, all Products may be sold at all hours in teacher lounges or other non-student vending areas.
 3. Junior/Senior High School. - By D.O.E. regulation, junior/senior high schools must operate under the middle school rules as listed above. There can be no variation from the policy regarding middle schools and that of the junior/senior high schools. Notwithstanding the above, all Products may be sold at all hours in teacher lounges or other non-student vending areas.
 4. High Schools - High school machines that offer unflavored water, flavored water, 100% fruit juices, and isotonicics would be able to be in operation all day. Those machines that contain carbonated drinks must also contain 100% fruit juices and would not be in operation until one hour after the conclusion of the last lunch. Beverages sold should not exceed 275 calories.* Notwithstanding the above, all Products may be sold at all hours in teacher lounges or other non-student vending areas.
 5. Other District Locations/Facilities. All Products will be vended and sold at all hours.
- *Machines containing only unflavored water, flavored water, 100% fruit juices, and isotonicics may operate in and around the cafeteria only with approval of the Office Food and Nutrition Services.
- B. The final product line to be sold on District owned property will be the mutual decision of the Office of Food and Nutrition Services and the Contractor. The product line may be revised by mutual agreement and Contract Amendment to comply with revisions to all applicable federal, state, and local laws, administrative rules, regulations and district policy.
- C. The District shall not be required to provide personnel for selling beverages. However, if the District desires to sell over-the-counter beverages at events with its own personnel, the Contractor shall be required to provide beverages at a cost not greater than the cost stipulated in Section 4.2 for sale at District or school related events.
- D. The Contractor would be allowed to place the proper equipment to sell 20 ounce CSD and NCB bottles and 12 ounce CSD and NCB cans in addition to Post-Mix equipment in all concession stands.

2.3-2 – Marketing Rights

- A. The District will provide the selected Contractor the right to supply all non-alcoholic beverages excluding

milk, hot coffee, hot tea, hot chocolate and 100% fruit juices required by the National Breakfast and Lunch Programs (the "Beverage Products"), including concession stands, but subject to any applicable laws, regulations or policies with respect to the District's food service program. Except as noted above, during the term of the Contract, the Contractor shall fully supply all products in a timely manner to keep all vending machines and concessions operating fully supplied with respect to all cans, bottles, syrups, carbonation, and all other necessary supplies to allow the District and the Contractor to maximize sales.

- B. The successful Contractor may receive beverage advertising opportunities in all District owned facilities and at all District functions to the extent provided in Section 2.3-14 below.
- C. The District shall use its best efforts to ensure that the benefits described above are afforded the Contractor. However, the rights shall apply only with respect to District owned and controlled facilities with respect to which the District retains control of space utilization decisions. The rights shall not be extended to the District current or future Charter Schools. (Section 5.3-9) The rights shall be subject to any existing conflicting contract rights. The District represents that the only existing conflicting contract rights known to the District's Authorized Representative upon execution of the final Contract will be listed in an Exhibit to the Contract.

2.3-3 - Pricing

Pricing of products shall be mutually agreed upon during the negotiation of the final terms and conditions. The Contractor shall include an initial pricing proposal (see Section IV - Evaluation Criteria and worksheets (Exhibit D1 and D2), including the maximum price increase percentage which may be applied each year to the prior years' average price. All price increases shall be mutually agreed upon by the Contractor and the District within ninety (90) days prior to the anniversary date of the contract.

2.3-4 - Equipment

- A. The Contractor will be required to furnish, as soon as possible based on its submitted plan (see Section 4.8) but no later than thirty (30) days after contract is signed, vendor-owned and maintained vending beverage machines and refrigerated coolers for food services and concession stands at all agreed upon locations. Unless otherwise agreed by the District, elementary schools shall have one or more machines, middle and high schools shall have one machine for each 150 students, or more (see Section 2.3-12) with the final decision on number of machines above the minimum will be at the discretion of the school principal. The vending machines shall be modern and of the latest machine technology, have bill change capabilities, be electrically efficient with a Vending Miser or equal brand, energy saving device, have unit sales counting capabilities and be aesthetically acceptable to the District.
- B. All vending machines located in elementary or secondary schools, and not in the teachers' lounge(s) or other areas inaccessible to students, will be required to have a clock so it may be turned off and on automatically in order to comply with District policy and the National School Lunch Program. Vending machines located in middle and high schools must also have a clock which automatically turns the machine off and on in order to comply with District policy. An alternate plan that can accomplish the same criteria may be considered if submitted in the proposal.
- C. Contractor will be levied a fine of \$200.00 per day for any machine vending beverage products outside of the prescribed hours of compliance with District policy and the National School Lunch Program.
- D. Vending machines shall be quiet and not disruptive to the activities on-going on District property.
- E. Contractor is responsible for all damages to vending machines and all theft that occurs with in the vending machine due to vandalism and or key entry.
- F. The installation and expense of installation of vending machines shall be the Contractor's responsibility. The District shall cooperate with, and support, reasonable requests from the Contractor in this regard.
- G. Any vending machine or refrigerated cooler that operates in or around the schools' cafeterias can only display water, 100% fruit juices or isotonic signage or logos. The District may reject machine signage or logo if deemed objectionable or a distraction to the activities in any District facility or on District property.

- H. The contractor will supply coolers for carnivals and special events where contractor's products are sold.
- I. The contractor shall maintain the cleanliness of all vending machines on a weekly basis. It is the responsibility of the contractor to clean the inside and the outside of all vending machines, as well as all vending machine areas. On a quarterly basis the machines must be moved so the floor area underneath and around the machines may be cleaned.

2.3-5 - Vending Equipment Maintenance

The Contractor shall be responsible for the maintenance and repair of vending equipment and any other equipment it provides for use on District property, which is vendor owned during the term of this contract. The District will exercise prudent care in the handling and operation of any such equipment. The Contractor must ensure that each vending machine is not out of service for more than 24 hours from the time of notification by any District employee of a malfunction. The Contractor shall replace machines, which are chronically out of service or malfunctioning.

2.3-6 - Electricity

The District shall furnish, at no cost to the Contractor, the necessary electricity for the operation of the vending machines. All vending machines shall be electrically efficient with a Vending Miser or equal brand energy saving device. A projection of the maximum annual electrical cost and maximum aggregate annual electrical consumption per machine shall be included in the proposal. The District shall take reasonable measures, consistent with the District mission, to avoid power loss and to restore power if, and when, a power outage occurs.

2.3-7 - Storage Space

The District shall not be required, without fee, to furnish any storage space for Beverage Products owned by the Contractor. The District may provide temporary storage of concession equipment after athletic or other events without charge. The District will consider a proposal to provide long term inventory storage for products or machines for an annual fee.

2.3-8 - Commission Payment/Procedure

- A. The Contractor shall pay to the District the guaranteed commission minimums in four (4) quarterly payments per fiscal year, July through June. The commission payments shall be subject to certain guarantees and minimums as negotiated as a result of Sections 4.1. Unless otherwise expressly provided herein or as may be agreed upon by the parties, payment of commissions and any other amounts due from Contractor to the District hereunder shall be made prior to the 15th of the month following the end of each quarter. Payments shall only be paid as instructed in writing by the District's Authorized Representative. The Contractor must pay a minimum of eighteen percent (18%) interest or the 6 month Treasury Bill rate whichever is higher, as a late fee for payments made after the due date.
- B. The Contractor acknowledges that the Contractor is responsible for and is taking all risk with respect to any reduction of Gross Sales due to theft, fire, accident, vandalism, temporary loss of power, weather, acts of God, changes to the District or individual school calendars, temporary or permanent school closures, changes to school or facility construction plans, changes to the athletic or extracurricular program or schedule, changes to school boundaries or District boundaries which do not reduce the number of students in the District by more than twenty percent (20%) machine failure (refunds), other acts beyond the District's control, and actions within the District's control that are necessary for sound educational reasons (e.g. relocation of vending machines) and that are considered typical for large public school systems. Unless otherwise expressly agreed by all parties, no reduction in Gross Sales attributable to such factors shall constitute a basis for reducing or renegotiating any annual commission guarantees, or any other payments to the District.
- C. All machines shall have automatic sales counters which can be used for sales verification by the District, or its representatives.
- D. The contract shall be for a period of five (5) years, beginning on July 1, 2010 through June 30, 2010. The School Board reserves the right to renew this contract, per the same terms and conditions, for up to one (additional) five year period, upon mutual written agreement with the awardee. The School Board, through the Office of Purchasing Services shall, if considering to re-new the contract, request a letter of

intent to renew from the awardee within ninety (90) days prior to the end of the current contract period.

2.3-9 - Accounting Requirements

- A. All financial records of the Contractor pertaining to this contract shall be made available for audit during normal working hours by the District or its designated auditor.
- B. The Contractor shall provide and maintain a petty cash fund of at least \$25.00 at all High Schools, \$15.00 at all Middle Schools and \$10.00 at all Elementary Schools. A minimum of \$10 at each District owned facility for the purpose of making prompt refunds of money lost in the Contractor's machines. The Contractor shall replenish these funds on a timely basis as defined in the final contract document. The District shall make available one of its personnel from time to time to administer such petty cash fund as needed, but the Contractor shall have all the responsibility with respect to such funds. The District will require signed forms for all refunds.
- C. The District must approve the Contractor's monthly report format for the purpose of tabulating and monitoring sales receipts and the making of commission payments. Such reports shall be submitted to the District's Authorized Representative monthly and shall include detailed sales reports by product and machine location, as well as a periodic reconciliation of the sales dollars from each location with the gross expected sales dollars based on the product sold. The report must separate sales and commission payments by site and by program (Food Service and Athletics). The Contractor shall maintain complete and accurate records of vending transactions for each machine in accordance with the accepted industry standards, and will keep such financial records for a period of three years after the close of each year's operation.

2.3-10 - Licenses and Taxes

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

2.3-11 - Service Personnel and Service Vehicles

Jessica Lunsford Act: The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors' employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.

The Contractor's personnel shall, at all times, be dressed in service uniforms and shall observe all District regulations in effect. The Contractor shall be responsible for furnishing its service personnel the proper company uniforms. Contractor's delivery vehicles must adhere to District advertising policies and must not include advertisement of alcoholic beverages.

2.3-12 - Location of Vending Machines

The District shall not be required to relocate any electrical outlets in order to provide electrical power to vending machines at desired locations. The use of electrical cords for vending machine power which are longer than ten feet (10') must be approved by the District. The Contractor shall request, in writing, by no later than 45 days after contract award, the desired installation of additional electrical outlets, or movement of existing electrical outlets. The Contractor shall make recommendations for the purpose of determining electrical outlet and vending machine locations within new or

significantly reconfigured schools or facilities. However, final decisions regarding the location of electrical outlets and vending machines shall be solely determined by the District.

2.3-13 - Sales Enhancement

The Contractor shall meet quarterly, or at such other times as may be agreed upon by the parties, with the Contracting Officer, or his/her designee, and key District personnel including to plan and coordinate the services provided under the Contract with the intent to enhance sales in the District in a manner which is educationally sound.

2.3-14 - Beverage Advertising Benefits

The Beverage Advertising Benefits shall include principally the following benefits:

A. The following advertising and other rights:

1. A 2'x5' sign which must include positive educational message, not just the name of beverage supplier in each of the high schools.
2. A 2'x5' sign which must include positive educational message, not just the name of beverage supplier in each of the middle schools.
3. A 2'x3' sign which must include positive educational message, not just the name of beverage supplier in each of the elementary schools.
4. A 2'x3' sign which must include positive educational message, not just the name of the beverage supplier in each of the other district-owned facilities.

* School Principal/Site Administrator will have to approve all signage as well as the size of such signage.

5. Four "eight second" P.A. announcements at each Brevard County Public Schools, high school home varsity football game and basketball game.
6. A 4'x16' banner at middle and high school stadiums, where applicable, at all times during the term of the contract.
7. Twenty season passes to all Brevard County Public Schools, athletic events (Regular Season only).
8. *Corporate Sponsor Night* at one Brevard County Public Schools, athletic event. Benefits to include: Introduction of CEO, product sampling, additional signage opportunities, information distribution, etc. (Different location each year on a rotating basis).
9. Exclusive beverage panel advertising on all District scoreboards, corporate partner pays for panels (Principal/onsite Administrator approval).

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

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

that the only existing conflicting contract rights known to the District's Director of Food and Nutrition Services upon execution of the final Contract will be listed in an Exhibit to the Contract.

SECTION III - PROPOSAL CONTENT

SECTION 3.1 - REQUIRED PROPOSAL ELEMENTS

3.1-1 - Introduction And Requirements Of This Section - This section describes the information which must be furnished by the Offerors and prescribes the format in which it must be presented.

3.1-2 - General Requirements - In order to be responsive to this ITN, the Proposers/Offerors must design their proposals around the evaluation criteria set forth in Section IV and the minimum responsibilities set forth in Section II. The Offeror shall pay particular attention to the requirements of the Scope as specified in Section II.

3.1-3 - Elements Of Proposal - In addition to any other requirements set forth in this ITN, the proposal shall include, without limitation, separate offers relating to the following:

- A. Beverage Vending Services to Schools, including without limitation the Guaranteed Annual Payments described in Section 4.1, the Commissions and Product Pricing described in Section 4.2.
- B. Beverage Food Service Program Rights, Beverage Athletic Activity Rights and Beverage Advertising Rights described in Section 4.1A.
- C. Other offerings as referenced in Section 4.9 which may contribute to the proposal being considered the best.
- D. Offer Regarding Security for Payment described in Section 3.4 below.

SECTION 3.2 - RESPONSE FORMAT

The proposal should follow the following format instructions:

3.2-1 - Worksheet - Proposal Worksheets (Exhibit D) are attached at the back of this ITN for respondents to complete.

3.2-2 - Completeness - Address the item as completely as possible. The description may be in narrative or outline format. Be as concise as you can while discussing the items fully. (Minimum dollar amounts required cannot be qualified by any factor, condition, attachment or summary.)

3.2-3 - References - You may attach and reference any supporting documents that help describe or contribute to your proposal.

3.2-4 - Package Format - Assemble your completed proposal into a package that can be readily reviewed (an index with page numbers is desirable.) Submit an original and seven (7) copies.

3.2-5 - Sample Contract - Provide your company's, partnership's or joint ventures' standard school district contract applicable to the laws of the State of Florida.

3.2-6 - Summary - Provide a brief summary of your proposal.

3.2-7 - Attachments - Complete and sign all attachments.

SECTION 3.3 - COMMISSION

3.3-1 - Commission - Offerors/proposers should provide their best commission levels with the initial proposal since the District may award a contract based on initial proposals without any further discussions or negotiation (see Section IV).

SECTION 3.4 - PROVISIONS REGARDING SECURITY FOR PAYMENT

It is an important goal of the District with respect to this Contract that at least the guaranteed minimum payment to the District is secured against financial failure of the Contractor. The proposal shall include the Contractor's proposal for accomplishing this security, which may include any or all of the following: (1) Letter of credit from a financial institution; (2) Surety bond; (3) Guarantee of a Fortune 500 corporation; (4) Security agreement covering readily marketable assets; and/or (5) Insurance against nonpayment.

SECTION IV - EVALUATION CRITERIA

SECTION 4.1 - GUARANTEED ANNUAL PAYMENTS

Annual payments for items A and B below may be different from year to year but never less than the amount stated below as the minimum.* Item A shall be paid in a single installment at execution of the contract, and on the first business day of July of each year thereafter. Item B will be paid according to schedule detailed in 2.3-8.

- A. The evaluation team will consider the amount of money an Offeror offers annually for the right to provide beverage sales pursuant to Section 2, including advertising rights, athletic concession/vending rights and food service rights where applicable.
 - B. The evaluation team will also consider the guaranteed aggregate annual minimum amount of commission an Offeror will offer the District, regardless of all other factors.
 - C. The Rights Fee and Guaranteed Commissions will be totaled and divided by the number of students to calculate a per student funding amount. As the number of students increase, the Rights Fee and Guaranteed Commissions will increase proportionately according to the per student funding amount each year throughout the term of the contract.
 - D. The evaluation team will also consider the guaranteed sales incentive an Offeror offers for years when case sales exceed the prior year.
 - E. The evaluation team will also consider the guaranteed escalation provision offered in the occurrence vending prices is increased by \$.05 or more in any year. The commission rate paid by the Offeror to the District shall be increased by not less than 2.5% (minimum) for each \$.05 vending price increase.
- * The above stated minimums are in cash, not in-kind contributions will be considered in meeting the minimums.

SECTION 4.2 - COMMISSIONS AND PRODUCT PRICING

The evaluation team will consider the amount of commission an Offeror will offer the District, and the proposed initial price to be paid by the consumer for each product proposed for sale. The Offeror shall also identify the maximum price increase percentage, which may be applied to the prior year average price. The Offeror must provide its proposed beverage price and the percent commission offered for each product to be sold. The evaluation team will consider the variety of products shown in this section (see 2.3-1A).

SECTION 4.3 - VENDING MACHINES

The evaluation team will consider the minimum number, the type, and specifications including annual electrical power consumption for each type and the quality of vending machines that the Offeror is willing to provide at each site. The Offeror must calculate and show the projected maximum annual aggregate electrical cost and consumption (kilowatt) for vending machines as proposed (see Section 2.3-4).

SECTION 4.4 - REPORTS

The Offeror shall provide a sample monthly report for this type of agreement (see Section 2.3-9).

SECTION 4.5 - N/A

SECTION 4.6 - OTHER EVALUATION FACTORS

- A. The Offeror shall identify the means by which the District may contact, or make notifications to the Contractor 24 hours per day, 7 days per week.
- B. The evaluation team will consider the extent to which the terms of the Offer Regarding Existing Arrangements represent an equitable resolution of the Existing Arrangements.

SECTION 4.7 - GUARANTEED MAXIMUM REPAIR TIME

The evaluation team will consider the Offeror's guaranteed maximum number of hours to complete repairs, or if necessary, to replace vending machines which are out of service, in whole or in part, or determined unsightly, damaged or in disrepair following notification by any District employee. The maximum shall not exceed 24 hours.

SECTION 4.8 - MARKETING

The evaluation team will consider the Offeror's plan to enter the District market, retain, enhance and maintain beverage sales in a manner which is educationally sound. The plan shall be separated into at least two sections: First year entry plan; and subsequent year marketing plan. The plan would include a schedule for placement of vending machines and submission of advertising proposals (signage, etc.) during the first year.

SECTION 4.9 - OTHER

This is where the Offeror may enter anything that it feels may contribute to the proposal being considered the best. This section may include, but is not limited to, distribution of promotional items, proposal for improving concession sales, award programs for student and/or school achievement/attendance, school-to-work program enhancement or other proposals which enhance District revenue or other forms of support to or for the schools, student programs, or the District Strategic Plan.

Examples:

1. Salary and Fringe for District Wide Athletic Director and Secretary (Estimated Cost - \$150K Annually, including initial startup).
2. Educational Resources
3. Fundraising Sales
4. Educational Recognition Awards for Teachers, Administrators or Students
5. Staff Awards
6. Student Awards
7. Software/Scholarship or other educational programs
8. Athletic kits for each high school, middle school and elementary school
9. Menu boards for cafeteria locations
10. Cases of free product (20 oz. bottled water & 12 ounce cans of beverages)
 - > District Office (ESF) – 250 cases each
 - > High Schools - 150 cases each
 - > Jr/Sr High Schools - 125 cases
 - > Middle Schools - 75 cases each
 - > Elementary Schools - 50 cases each
11. Scoreboard and a scoreboard replacement program will be considered.
12. Ice Machine program will be considered.
13. Electronic Marquees

SECTION V - TERMS AND CONDITIONS

SECTION 5.1 - SCOPE OF WORK

5.1-1 Scope - The District desires to contract over a five (5) year term for vending and/or dispensing of beverages and beverage advertising on District property, excluding any existing charter schools for which agreements for participation in the beverage contract has not been made.

SECTION 5.2 - DEFINITIONS

- 5.2-1 Auditors.** District staff, its auditors or its designated contract auditor(s).
- 5.2-2 The "Board".** The "Board" means the School Board of Brevard County
- 5.2-3 Contract.** The term contract means the complete agreement between both parties. Agreement and Contract are used interchangeably throughout this document. These two terms shall mean the Contract.
- 5.2-4 Contractor.** The term Contractor shall be construed to mean the Party, or Offeror, contracting with the District to provide Services under any Contract entered into as a result of the ITN.
- 5.2-5 Contractor's Authorized Representative.** Contractor's representative as defined in Section 5.3-16.
- 5.2-6 District.** The School Board of Brevard County, Viera, Florida
- 5.2-7 District's Authorized Representative.** District's representative as defined in Section 5.3-16.
- 5.2-8 Beverage Vending Services.** The rights and services provided by the Contractor with respect to Beverage Product vending services pursuant to Section II of the ITN.
- 5.2-9 Beverage Food Service Program Rights.** The rights described in Section 4.1A of the ITN.
- 5.2-10 Beverage Athletic Activity Rights.** The rights described in Section 4.1A of the ITN.
- 5.2-11 Beverage Advertising Rights.** The rights described in Sections 2.3-14 and 4.1A of the ITN.
- 5.2-12 Fiscal Year.** The District's fiscal year from time to time, currently July 1 to June 30.
- 5.2-13 Gross Sales.** The total gross sales revenues generated with respect to sales of products pursuant to this Contract.
- 5.2-14 Offer/Proposal.** The offer or proposal submitted by an Offeror in response to the ITN, as such offer or proposal may be amended from time to time.
- 5.2-15 Offeror.** The entity, whether a corporation, joint venture or other entity or person, that is submitting a proposal in response to the ITN.
- 5.2-16 ITN.** The District's Invitation to Negotiate.
- 5.2-17 Beverage Products.** All non-alcoholic beverages excluding milk, hot coffee, hot chocolate and 100% fruit juices required by the National Breakfast and Lunch Programs as defined in Section 2.3-2A.

SECTION 5.3 - CLAUSES

5.3-1 - Terms of Agreement

- A. This Contract will commence on or about July 1, 2010, and will continue in effect until June 30, 2015 unless determined differently in the development of the final contract agreement, or earlier terminated as provided herein.
- B. This Contract may be terminated at any time as a result of any material breach in the terms of this Contract, if adequate notice has been given of such breach and the breach has not been cured after a reasonable period of time has been allowed to cure (usually 10 calendar days will be provided) but not exceeding 30 calendar days. In addition, this Contract may be terminated by the District in accordance with Section 5.3-21.
- C. Any financial commitment of the District arising out of this Contract is subject to annual appropriation by the School Board, and any such commitment shall not be considered a multiple fiscal year obligation, except to the extent that the District may elect to pledge adequate reserves to fund such commitment if such pledge is expressly for the purpose of obligating the District to such commitment.
- D. The School Board reserves the right to renew this contract, per the same terms and conditions, for up to one (additional) five year period, upon mutual written agreement with the awardee. The School Board, through the Office of Purchasing Services shall, if considering to re-new the contract, request a letter of intent to renew from the awardee within ninety (90) days prior to the end of the current contract period.

5.3-2 - Modifications

This contract may be modified through the issuance of a bilateral modification signed first by the Contractor and then may be recommended to the Board for approval.

5.3-3 - Governmental Immunity

Except as expressly provided herein, the District retains all of its rights under state law. This contract shall not be construed to create any right or benefit for any person who is not a party to this Contract.

5.3-4 - Confidential Information

ALL information gathered by the Contractor under this Contract, or provided to the Contractor by the District relating to this Contract, shall be considered "Confidential Information," except for such information which the District has previously voluntarily made available to the general public. Accordingly, during the term of this Contract, and for a period of five years thereafter, the Contractor agrees not to disclose or use any of such "Confidential Information," except such disclosures as may be required by applicable law. All such "Confidential Information" in written or other tangible form shall be promptly returned to the District upon termination of this Contract.

5.3-5 - Laws, Permits, Taxes and Regulations

- A. Contractor shall provide all necessary licenses, permits and privileges required for the proper performance of this Contract and shall perform the Contract in accordance with laws, ordinances, codes, etc., in force in the city and state where the work takes place. Contractor shall be responsible for all applicable taxes, including payroll taxes, and miscellaneous overhead expenses. (Also see Section 2.3-10 B.)
- B. Nothing in this Contract shall limit the District's rights or obligations to comply with all applicable federal, state, and local laws, administrative rules, and regulations, including but not limited to Titles VI and VII of the Federal Civil Rights Act of 1964, as amended.
- C. The Contractor shall comply with all federal, state, and local laws and regulations in the performance of this contract.

- D. The Contractor, in its performance of this contract, shall comply with all of the Board's regulations, rules, and policies in effect at the time of contract execution or as they become effective during the term of the contract.

5.3-6 - Reports and Records

The Contractor agrees to maintain all reports and records relating to this Contract for a period of three years after the end of each fiscal year.

5.3-7 - Hold Harmless

The Contractor agrees to defend, indemnify, and hold the District harmless from and against any and all liabilities, costs (including without limitation attorneys fees), damages, or losses (collectively the "Damages") that the District may sustain arising out of any and all claims, demands, costs, or judgments relating to this Contract, a breach of the Contract by Contractor, or the services provided by the Contractor under this Contract, except for those Damages that are legally caused by the negligence of the District or its employee(s). The term "Damages" includes, without limitation, those sustained by the District under its self-insurance policies and those caused by a third person, an Act of God, collision, vandalism, fire, or theft.

5.3-8 - Contract Relationship

The relationship between the Contractor and the District is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. The Contractor shall, at all times, maintain its status as an independent Contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. The Contractor shall be responsible for causing all required workers' compensation and unemployment insurance to be provided for all of its employees and subcontractors.

5.3-9 - Charter Schools

There are currently nine (9) charter schools in Brevard County Public Schools scheduled to begin operation in the 10/11 school year. Accordingly these schools have been excluded in the list of school section. Any current or future charter school or schools will not become part of this Contract. The District does not guarantee or represent that any charter school or any current District school that may be converted in whole or in part to a charter school in the future will be part of this contract.

5.3-10 - Order of Precedence

- A. The final contract documents will include the following:

Section I	Contract Agreements
Section II	Minimum Specifications
Section III	Final Accepted Offer
Section IV	Attachments and Other Documents
Section V	Terms and Conditions

- B. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (1) Terms and Conditions Section V, (2) Contract Agreement Section I, (3) The accepted Proposal Section III, (4) Specifications Section II, and (5) Other documents, exhibits and attachments Section IV.

5.3-11 – Public Entity Crimes

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/ITN on a contract to provide any goods or services to a public entity, may not submit a bid/ITN on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/ITNs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The proposer(s) certifies by submission of this ITN, 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.

5.3-12 - Default

- A. If the Contractor refuses or fails to perform the Contract or any separable part (a default), the District may, by written notice to the Contractor, terminate the Contract (or the separable part of the Contract) in accordance with Section 5.3-1. In addition to any right to terminate, the District may enforce any remedy available at law or in equity in connection with such default, and the Contractor shall be liable for any damages to the District resulting from the Contractor's default.
- B. The Contractor shall not be considered to be in default if its default is: (i) attributable solely to the actions of the District, (ii) attributable to the matters beyond the control of the Contractor as described in paragraph C. below, or (iii) excusable as determined in the sole discretion of the District.
- C. Notwithstanding the foregoing, a default shall be considered to be beyond the control of the Contractor in the event of any default due to acts of God, national emergencies, acts of a public enemy, governmental restrictions, laws or regulations, to the extent that such acts create an impossibility to perform by the Contractor, and further provided that Contractor takes such actions as can practically be taken to mitigate the effect of such default.

5.3-13 - Assignment

- A. This Contract may not be assigned or delegated by Contractor without the written consent of the District.
- B. The District's right to receive present and/or future payments under this Contract, and any enforcement rights in connection therewith, may be assigned by the District in whole or in part. The Contractor hereby agrees in advance that it shall have no right to set off any other claim against its obligation to make payments under this Agreement, and instead must make payments to the assignee and seek redress from such claims against the District.
- C. However, the District may not assign its general rights to receive the services provided in the Contract except as expressly provided herein or with the consent of the Contractor.

5.3-14 - Non - Discrimination

The Contractor shall not discriminate against anyone on the basis of race, creed, color, sex, national origin, age, marital status, political affiliation, or disability and shall comply with all state and federal law.

5.3-15 - Disputes

- A. The parties agree to cooperate in good faith in all actions relating to this Contract. If, for any reason, a dispute should arise in connection with this Contract, the parties agree to first use their best efforts to resolve such dispute in a fair and equitable manner, and without the need for expensive and time consuming litigation, by entering into good faith dispute resolution. Best efforts may include discussions, negotiation, and/or submitting such dispute to mediation. If a dispute cannot be resolved, the School Board will make a final decision on behalf of the District.
- B. All outstanding disputes arising individually or collectively during the course of the Contract shall be consolidated and submitted jointly in one action.

5.3-16 - Labor, Workmanship, and School Security

- A. All work required by this Contract shall be performed in a skillful and workmanlike manner.
- B. The Contractor may be required to immediately remove from any site any employee whom the District's Authorized Representative or on-site school personnel deem to be incompetent, careless, or otherwise objectionable.

- C. The Contractor shall not utilize, in the performance of this Contract, any laborer or employee who has been convicted of a violent crime or a crime of such nature (such as child related offenses) categorize the person as being unsuitable for working around school children, or has engaged in such conduct, in the last five years, as to be similarly categorized. Suitability shall be determined by performance of security/background checks (as are necessary in light of the potential of contact with the District's students, staff, property, or sensitive records maintained at District's sites) by the Contractor on all employees or sub-Contractors utilized in the performance of the work. When there is reasonable doubt regarding a particular person's suitability, the Contractor may make a request through the District's Authorized Representative for an approval/opinion prior to the individual beginning work. The Contractor shall submit to the District copies of all security/background checks up to one (1) year after completion of the specific project. Failure to complete or submit any required security/background check requested by the District may, at the election of the District, result in immediate removal of the worker by the District without further redress against the District, or any other available legal or contractual rights or remedies.
- D. The Contractor, including without limitation its laborers and employees, shall not fraternize or otherwise communicate with students except in cases of safety and like necessities.
- E. The Contractor shall not allow any laborer or employee to wear objectionable clothing or caps with other than company logo, objectionable clothing will be determined by the District's on-site personnel), or use profanity in any manner while on District property.
- F. The Contractor shall ensure that its laborers and employees fully comply with all District policies/regulations pertaining to restrictions that may affect anyone on District owned property. Examples of these current policies/regulations include:
 - 1. Each person representing a group of workers must report in at the school's main office upon arrival at the work site.
 - 2. Each person shall maintain professional workmanlike attire.
 - 3. No person shall use tobacco, or possess alcohol or any illegal or dangerous substance, firearms or deadly weapons on District property.
 - 4. No person shall possess any "weapon" of any kind as defined in District policy, including without limitation a pocket knife.
- G. Removal of a specific person from District property as a result of any condition mentioned above will not relieve the Contractor from obligations for timely performance of the work and will not be considered grounds for a request for additional funds.

5.3-17 - Authorized Representatives

- A. The District shall appoint one of its key personnel as a representative (the "District's Authorized Representative") who shall have the power and authority to interface with the Contractor and represent the District in all administrative matters concerning this Contract, including without limitation such administrative matters as correction of problems and reduction of costs.
- B. The Contractor shall appoint one of its key personnel as a representative (the "Contractor's Authorized Representative") who shall have the power and authority to interface with the District and represent the Contractor in all administrative matters concerning this Contract; including without limitation such administrative matters as correction of problems and reduction of costs. The Authorized Representative shall be the person identified in the Contractor's Proposal, unless the Contractor provides written notice to the District naming another person to serve as its Authorized Representative.

5.3-18 - Insurance

- A. The Contractor shall maintain the following minimum insurance coverage during the term of this contract and during its performance under this Agreement.
 - 1. Workers' compensation insurance for all of its employees, subcontractors, outside associates,

and consultants, in accordance with statutory limits and applicable to Florida law. If reasonably requested by the District, the Contractor shall promptly provide the District with written evidence of such workers' compensation coverage.

2. Comprehensive general liability insurance covering bodily injury with coverage limits of at least \$1,000,000 per person and \$1,000,000 per accident, and covering property damage with coverage limits of at least \$1,000,000 per accident.
 3. Comprehensive vehicle and equipment liability insurance for all vehicles and mobile power equipment used by the Contractor, with coverage limits of at least \$1,000,000 per person, \$1,000,000 per accident, and \$1,000,000 property damage.
 4. Product liability insurance for all types of products distributed by the Contractor pursuant to this Contract in amounts not less than \$500,000 per occurrence.
 5. Business interruption insurance covering lost profits attributable to standard insured risks, in amounts not less than coverage similar to the standard business interruption insurance for Contractor's business.
- B. The Contractor shall submit Certificates of Insurance to the District promptly upon commencement of the Contract. The Certificates of Insurance must be Contract-specific and must show coverage as provided in this Contract from the start of the Contract through the final completion of the Contract. If any policy is to expire prior to the final completion of the Contract, the Contractor shall provide the District with evidence of renewal in the form of a new Certificate of Insurance prior to thirty (30) days from the expiration of such policy.
- C. All of the Contractor's insurance policies shall name the District as an additional insured and shall be written by a surety who is legally authorized to write such insurance in the State of Florida and who is rated in the "A", or higher, category in the Best's Insurance Guide (latest edition). The terms of coverage shall require written notice of cancellation to be given to the District thirty (30) days prior to cancellation.

5.3-19 - Schedule of Performance

The Contractor may be required by the District at any time to provide a schedule of the routes and supplies, deliveries, and installations upon award of contract which show the order in which the Contractor proposes to perform the installations and daily or weekly deliveries.

5.3-20 - Accuracy of Billings

The Contractor shall certify that its payments of commissions are accurate and correct on each and every payment. If an audit reveals discrepancies, such as under payment, the Contractor will be required to reimburse the District for the discrepancy with a minimum of eighteen percent (18%) interest or the 6 month Treasury Bill rate whichever is higher for any discrepancies and late fee payments. The interest rate shall be the average of the six (6) month Treasury bill rate for the six month semiannual calendar period immediately preceding the audit.

5.3-21 - Termination for District Purposes

- A. This contract may be terminated in whole, or from time to time, in part if the District reasonably determines that a reexamination is necessary either: (i) to enable the District to best pursue its educational mission, (ii) due to unforeseen circumstances that have made the Contract impractical, or (iii) due to other just cause. The Contractor after receipt of a Notice of Termination, shall stop work as specified under the Contract, fill no further orders and promptly remove all vending machines from the site or sites terminated.
- B. Upon termination of the Contract:
1. Each party shall continue to be liable to the other party for any cause of action accruing or obligation arising prior to termination, and for any cause of action which may accrue after termination.
 2. The termination of the Contract by the District shall not be deemed a waiver of any other right or

remedy of the District under the Contract or under applicable law.

5.3-22 - Enforceability

In the event that any portion of this Contract shall be void, void able or unenforceable, the remaining portions hereof shall remain in full force and effect, and an enforceable provision shall be substituted for such unenforceable provision which most nearly reflects the intent of the parties as described herein.

5.3-23 - Applicable Law

This contract shall be construed in accordance with and governed by the laws of the State of Florida.

5.3-24 - Venue and Jurisdiction

Exclusive venue and jurisdiction over any dispute relating in any way to the Contract shall be in the proper location for the School Board of Brevard County, Viera, Florida.

AMENDMENTS

ITN 10002/CH

THE OFFEROR(S) SHALL ACKNOWLEDGE ALL AMENDMENTS TO THE SOLICITATION, AND COMPLETE THE FOLLOWING INFORMATION WITH THE SUBMISSION OF THE PROPOSAL.

Acknowledgments of amendment(s):

Amendment number, date and time received:

By: _____
Manual Signature of Agent(s)

Date: _____

EXHIBIT A**OFFEROR REPRESENTATIONS AND CERTIFICATION:**

The undersigned hereby affirms that:

- * He/She is a duly authorized agent of the Offeror (corporate or other authorization confirmation may be requested prior to final contract execution).
- * He/She has read and agrees to the complete solicitation, including Sections I, II, III, IV, and V and all amendments issued pursuant to Section 1.1-4.
- * The offer is being offered independently of any other Offerors and is in full compliance with the collusive prohibitions of the State of Florida. The Offeror certifies that no employee of its firm has discussed, or compared the proposal with any other Offeror or District employee, and has not colluded with any other Offeror or District employee.
- * The Offeror will accept any awards made to it as a result of this Solicitation if the acceptance is made within 180 calendar days after the proposal due date.

I hereby certify that I am submitting the following offers as my firm's proposal. I understand that by virtue of executing and returning with this proposal this required response form, I further certify full, complete, and unconditional acceptance of the contents of this solicitation (except as may be noted in the offer). I also agree to be bound by any and all specifications, terms, and conditions, contract document, accepted offer and other documents of the solicitation as listed in Section 1.1-10 Award.

Submitted by _____ Title _____

Company Name: _____

Address: _____

City _____ State: _____ ZIP: _____ Telephone No.: _____

Fax: _____ E-Mail Address: _____

By: _____ Date: _____

Manual Signature of Agent(s)

NOTE: If joint venture, each separate party must provide a completed certification form.

Name and Title of Authorized Agent

EXHIBIT B**TRAFFIC**

Brevard County Public Schools, Viera, Florida offers a full range of athletic programs. Elementary schools offer extended hours for day care programs.

Following are the conservative estimates for additional school traffic at each school. Examples of after school and weekend activities include 4-H, Boy Scouts, Girl Scouts, City Recreation, rental of gyms for adult and youth athletic events, community classes, church groups, etc.

SCHOOLS**ADDITIONAL TRAFFIC AFTER HOURS****HIGH SCHOOLS**

Astronaut High School	339
Bayside High School	218
Cocoa High School	274
Cocoa Beach JR/SR High School	262
Eau Gallie High School	329
Edgewood JR/SR High School	125
Heritage High School	189
Melbourne High School	375
Merritt Island High School	300
Palm Bay High School	531
Rockledge High School	349
Satellite High School	329
Space Coast JR/SR School	356
Titusville High School	341
Viera High School	563
West Shore JR/SR High School	130

MIDDLE SCHOOLS

Clearlake Middle School	127
Central Middle School	308

DeLaura Middle School	245
Hoover, Herbert C. Middle School	157
Jackson, Andrew Middle School	99
Jefferson, Thomas Middle School	167
Johnson L.B. Middle School	262
Kennedy, John F. Middle School	120
Madison, James Middle School	114
McNair, Ronald, Magnet School	83
Southwest Middle School	192
Stone Middle School	114

ELEMENTARY SCHOOLS

Allen, Roy Elementary School	53
Anderson, Hans Christian Elementary School	104
Apollo Elementary School	88
Atlantis Elementary School	74
Audubon Elementary School	63
Cambridge Elementary Magnet School	52
Cape View Elementary School	52
Carroll, Lewis Elementary School	79
Challenger 7 Elementary School	64
Columbia Elementary School	81
Coquina Elementary School	38
Creel, Dr. W. J. Elementary School	103
Croton Elementary School	53
Discovery Elementary School	114
Endeavour Elementary Magnet School	73
Enterprise Elementary School	94
Fairglen Elementary School	96
Freedom 7 Elementary School	60
Gardendale Elementary Magnet School	70

Gemini Elementary School	72
Golfview Elementary Magnet School	60
Harbor City Elementary School	60
Holland, Spessard L., Elementary School	61
Imperial Estates Elementary School	63
Indialantic Elementary School	82
Jupiter Elementary School	80
Lockmar Elementary School	103
Longleaf Elementary School	90
Manatee Elementary School	90
McAuliffe, Christa, Elementary School	96
Meadowlane Primary School	95
Meadowlane Intermediate School	108
Mila Elementary School	57
Mims Elementary School	63
Oakpark Elementary School	96
Ocean Breeze Elementary School	68
Palm Bay Elementary School	84
Pinewood Elementary School	53
Port Malabar Elementary School	97
Quest Elementary School	75
Riverview Elementary School	71
Riviera Elementary School	83
Roosevelt, Theodore, Elementary School	70
Sabal Elementary School	64
Saturn Elementary School	95
Sea Park Elementary School	54
Sherwood Elementary School	76
South Lake Elementary School	65
Stevenson, Robert Lewis Elementary	60

Sunrise Elementary School	92
Suntree Elementary School	97
Surfside Elementary School	57
Tropical Elementary School	99
Turner, John F., Elementary School	78
University Park Elementary School	58
West Melbourne Elementary School	59
Westside Elementary School	74
Williams, Ralph M., Elementary School	86

Total Additional Traffic 10,097 / day
 X 180 school days
 1,817,460 Additional Potential District Customers Each Year

 54,000 Administration annual foot traffic

1,817,460
+ 54,000
1,871,460 Additional Potential Customers Each Year

EXHIBIT C**PROJECTIONS**

For the 2010/11 school year, Brevard County Public Schools, Viera, Florida has approximately 73,352 students (as of April 2010) and approximately 7,186 Staff members for a total of 80,538 potential customers times 180 school days for a total of 14,496,840 potential customers each year. Add in the after school traffic in Exhibit B for a total of approximately 16,368,300 potential customers each year.

EXHIBIT D**PROPOSAL WORKSHEET**
Five Year Proposal

Note: Failure to state a price or submitting a price conditioned upon another event or otherwise conditioned in a manner that does not allow a clear determination of an exact amount, may be considered non-responsive to the essential elements required.

4.1A Guaranteed Rights Fee

\$ _____	Year 1
\$ _____	Year 2
\$ _____	Year 3
\$ _____	Year 4
\$ _____	Year 5

4.1B Guaranteed Commissions

\$ _____	Year 1
\$ _____	Year 2
\$ _____	Year 3
\$ _____	Year 4
\$ _____	Year 5

4.1C Agree to the per pupil funding increases each year for guaranteed payments as enrollment increases ____yes ____no.

4.1D Guaranteed Sales Incentive per year for case sales over 150,000 per year - \$150,000.00 ____yes ____no.

4.1E Escalation Provision: 2.5% increase in guaranteed commissions when vending prices are increased by \$.05 ____yes ____no.

4.2 Commission Levels and Product Pricing (include pricing and sizes for all products)

PRODUCT	COMMISSION %	VEND PRICE	FOOD SERVICE COST/CASE
-12oz Carbonated	_____	_____	_____
-12oz Tea	_____	_____	_____
-11.5oz Juice	_____	_____	_____
-20oz Bottles	_____	_____	_____
-20oz Isotonic	_____	_____	_____
-20oz Juice	_____	_____	_____
- __oz Water	_____	_____	_____
- _____	_____	_____	_____
- _____	_____	_____	_____
- _____	_____	_____	_____
- _____	_____	_____	_____

Fountain Products - 5 Gallon - Cost Range for all products: \$ _____ - _____

EXHIBIT D - Cont'd**PROPOSAL WORKSHEET
Five Year Proposal**

CO2 - 20lb \$_____

Cups -	SIZE	PER UNIT COST
	12oz	\$_____
	16oz	\$_____
	22oz	\$_____
	32oz	\$_____
	44oz	\$_____
Lids	12/16/22oz	\$_____
	32oz	\$_____
	44oz	\$_____

4.4 Included Sample Report_____yes

4.5 There are Zero vending machines owned by the school district.

4.6 Other Factors -Vendor available 24 hours a day, 7 days a week_____yes _____no

4.7 Maximum Repair Time - _____Hours

8 Marketing (please attach separate sheet if needed)

4.8 Other

1. _____yes _____no
2. _____yes _____no
3. _____yes _____no
4. _____yes _____no
5. _____yes _____no
6. _____yes _____no
7. _____yes _____no
8. _____yes _____no
9. _____yes _____no
10. _____yes _____no
11. _____yes _____no

Completed by – Signature_____
Date_____
Company

Profitability-P5 (Restated): 01/01/2009 - 12/31/2009 (MM/DD/YYYY)

Pepsi Markets	Melbourne FL	Deal	All		CD-TH		All
Group		Vol (Raw Cases)	% Mix	No Selection	No Selection	No Selection	No Selection
Headings							
Dole Apple		379	96.8%				
Dole Grapefruit RR 100%		5	1.2%				
Dole Orange		8	2.0%				
15.2oz 12L		392	1.6%				
Aquafina		2,369	12.6%				
Aquafina Splash Citrus		5	0.0%				
Aquafina Splash Grape		6	0.0%				
Aquafina Splash Lemon		48	0.3%				
Aquafina Splash Rspby		164	0.9%				
Aquafina Splash Strw Kiwi		16	0.1%				
Aquafina Splash Wldbrv		153	0.8%				
Crush Grape		131	0.7%				
Crush Orange		184	1.0%				
Crush Orange Dt		3	0.0%				
Dr Pepper		2,228	11.8%				
Dr Pepper Dt		625	3.3%				
Lipton Brisk SWL		401	2.1%				
Lipton Iced GrnTea w/Ctrs		1	0.0%				
Mt Dew		3,693	19.6%				
Mt Dew Code Red		648	3.4%				
Mt Dew Dt		322	1.7%				
Mt Dew Live Wire		376	2.0%				
Mt Dew Voltg Rasp Citrus		607	3.2%				
Mug		196	1.0%				
Pepsi		3,007	16.0%				
Pepsi CF Dt		26	0.1%				
Pepsi Dt		1,792	9.5%				
Pepsi Max		2	0.0%				
Pepsi WildCherry		328	1.7%				
Sierra Mist		540	2.9%				
Trop Twister Org		2	0.0%				
Tropicana Frt Pch		272	1.4%				
Tropicana Lmnde		90	0.5%				
Tropicana Org Ade		20	0.1%				
Tropicana Pk Lmnde		218	1.2%				
Tropicana Strwbrv Mln		362	1.9%				
20oz 24L		18,836	75.9%				
Gatorade Blue Raz		658	11.8%				
Gatorade Fruit Punch		823	14.7%				
Gatorade G2 Fruit Punch		219	3.9%				
Gatorade G2 Grape		269	4.8%				
Gatorade G2 Lemon Lime		75	1.3%				
Gatorade G2 Orange		176	3.1%				
Gatorade Gler Frz		1,130	20.2%				
Gatorade Lemon Lime		727	13.0%				
Gatorade Orange		561	10.0%				
Gatorade RipTide Rush		961	17.2%				

20oz 24P	5,599	22.5%
Mt Dew Code Red	0	4.4%
Mt Dew Dt	1	22.2%
Mug	1	31.1%
Pepsi	1	28.9%
Sierra Mist	1	13.3%
Can 12oz 6P	4	0.0%
Total	24,830	100.0%

Profitability-P5 (Restated): 01/01/2009 - 12/31/2009 (MM/DD/YYYY)

Pepsi Markets	Melbourne FL	Deal	All	CD-TH		All
Group Headings	Vol (Raw Cases)	% Mix	No Selection	No Selection	No Selection	No Selection
Dole Plus Apple	366	67.5%				
Dole Plus Fruit Punch	101	18.6%				
Dole Plus Orange	75	13.8%				
10oz 24L	542	1.0%				
Aquafina	2,209	25.9%				
Gatorade G2 Grape	3,118	36.6%				
Gatorade G2 Straw Kiwi	3,193	37.5%				
12oz 12P	8,520	15.1%				
Gatorade AS Ft Punch	4,937	40.7%				
Gatorade AS Lmn Lme	3,936	32.4%				
Gatorade AS Orange	3,261	26.9%				
12oz 24L	12,134	21.5%				
SoBe Life Wtr Org Tang	9	50.0%				
SoBe Life Wtr Straw Kiwi	9	50.0%				
12oz 4P	18	0.0%				
Dole Apple	10	26.3%				
Dole Grape	5	13.2%				
Dole Grapefruit RR 100%	11	28.9%				
Dole Orange	2	5.3%				
Ocean Spray CranCktl	1	2.6%				
Ocean Spray CranGrape	9	23.7%				
15.2oz 12L	38	0.1%				
SoBe Life Wtr Acai FrtPch	6	1.5%				
SoBe Life Wtr Agv Lmnde	111	28.0%				
SoBe Life Wtr Apl Pr 0c	17	4.3%				
SoBe Life Wtr Blk BB 0c	1	0.3%				
SoBe Life Wtr Blk Bry Grp	11	2.8%				
SoBe Life Wtr Goji Melon	109	27.5%				
SoBe Life Wtr Mgo Mln	8	2.0%				
SoBe Life Wtr Org Tang	13	3.3%				
SoBe Life Wtr Pmgrn Chrv	23	5.8%				
SoBe Life Wtr Psn Frt Cts	3	0.8%				
SoBe Life Wtr Straw Kiwi	74	18.6%				
SoBe Life Wtr YB Pom 0c	14	3.5%				
SoBe Life Wtr YuzuBlkCrnt	7	1.8%				
20oz 12L	397	0.7%				

Aquafina	12,576	36.7%
Aquafina Splash Citrus	16	0.0%
Aquafina Splash Grape	503	1.5%
Aquafina Splash Lemon	222	0.6%
Aquafina Splash Rspbv	454	1.3%
Aquafina Splash Strw Kiwi	571	1.7%
Aquafina Splash Wldbrv	358	1.0%
Crush Orange	12	0.0%
Dr Pepper	107	0.3%
Gatorade Blue Raz	1,672	4.9%
Gatorade Fruit Punch	1,188	3.5%
Gatorade G2 BlueBry Pom	481	1.4%
Gatorade G2 Fruit Punch	209	0.6%
Gatorade G2 Grape	281	0.8%
Gatorade G2 Lemon Lime	310	0.9%
Gatorade G2 Orange	131	0.4%
Gatorade Gler Frz	1,379	4.0%
Gatorade Lemon Lime	900	2.6%
Gatorade Orange	897	2.6%
Gatorade Propel BlkChv	6	0.0%
Gatorade Propel Brv	11	0.0%
Gatorade Propel Grape	13	0.0%
Gatorade Propel Invz Strw	5	0.0%
Gatorade Propel KwStrw	17	0.0%
Gatorade Propel Lmn	3	0.0%
Gatorade RinTide Rush	1,142	3.3%
Lipton Brisk SWL	2,161	6.3%
Lipton Iced GrnTea Ctr Dt	2	0.0%
Lipton Iced GrnTea w/Ctrs	1,184	3.5%
Lipton Iced Tea Lemon	638	1.9%
Mt Dew	164	0.5%
Mt Dew Code Red	21	0.1%
Mt Dew Dt	7	0.0%
Mt Dew Live Wire	20	0.1%
Mt Dew Voltz Rasp Citrus	31	0.1%
Mug	21	0.1%
Pepsi	180	0.5%
Pepsi Dt	85	0.2%
Sierra Mist	64	0.2%
Sierra Mist Cranberry	1	0.0%
Tropicana Frt Pch	1,737	5.1%
Tropicana Lmnde	649	1.9%
Tropicana Org Ade	780	2.3%
Tropicana Pk Lmnde	1,020	3.0%
Tropicana Strwbry Mln	2,018	5.9%
20oz 24L	34,247	60.6%
Dr Pepper	6	13.0%
Dr Pepper Chrv	1	2.2%
Dr Pepper Dt	2	4.3%
Mt Dew	6	13.0%
Pepsi	14	30.4%
Pepsi Dt	11	23.9%
Sierra Mist	4	8.7%
Sierra Mist Dt	2	4.3%
Can 12oz 12P FM	46	0.1%
Mt Dew	33	31.1%
Pepsi	41	38.7%
Pepsi Dt	32	30.2%
Can 12oz 4P	106	0.2%

Dr Pepper	7	26.9%
Mt Dew	9	34.6%
Pepsi	4	15.4%
Pepsi Dt	6	23.1%
Can 12oz 6P	26	0.0%
Crush Orange	32	7.1%
Dr Pepper	72	15.9%
Dr Pepper Dt	12	2.7%
Lipton Brisk SWL	11	2.4%
Mt Dew	87	19.2%
Mug	18	4.0%
Pepsi	96	21.2%
Pepsi Dt	48	10.6%
Pepsi WildCherry	12	2.7%
Sierra Mist	59	13.1%
Sierra Mist Dt	5	1.1%
Can 12oz 8P FM	452	0.8%
Total	56,526	100.0%

ATTACHMENT**CRIMINAL OFFENSES**

Criminal Records Including Guilty Pleas, No Contest Pleas, Pre Trial Intervention or Results Other Than Winning the Case.

Conviction is defined as a finding of guilt, a plea of guilty, a plea of nolo contendere, or entering a pre trial intervention program, whether or not there is a formal adjudication of guilt or if the case has been expunged.

WILL NOT ACCEPT

- Child Abuse, Neglect or Abandonment
 - Extortion
 - Extreme Violence (aggravated battery/assault, murder, attempted murder)
 - Indecent Exposure (if sexual in nature)
 - Kidnap
 - Manslaughter
 - Pornography
 - Possession of Guns or Weapons on School Board Property
 - Robbery
 - Sale of Controlled Substance
 - Sexual Offense (lewd and lascivious, sexual battery)
-

WILL NOT ACCEPT – if offense is less than 10 years old. Will consider and carefully review if older than 10 years.

- Burglary Related to Theft
 - Felony Battery/Assault (on law enforcement officer or teacher, etc.)
 - Felony Drug Use
 - Possession of Concealed Weapon (felony, misdemeanor)
 - Forgery
 - Grand Theft
 - Prostitution or Solicitation of Prostitution
-

WILL NOT ACCEPT – if offense is less than 5 years old. Will consider and carefully review if older than 5 years.

- Battery/Assault
 - Domestic Violence (felony)
 - Misdemeanor Drug and/or Paraphernalia
 - Resisting Arrest with Violence
 - Sale of Alcohol or Tobacco to a Minor
-

JUDGEMENT – Case by Case Review

- | | |
|---|-----------------------------------|
| • Disorderly Conduct/Trespassing | • Other Criminal Traffic Offenses |
| • Domestic Violence (misdemeanor) | • Petty Theft |
| • Driving while Under the Influence (DUI) | • Worthless Checks |
| • Multiple Arrests | • Other Crimes |

Vendor agrees by signing this document that they have screened their employees and that no employee convicted of any of the offenses stated above will be in direct contact with any students or staff while providing services to the district.

Company Name

Signature of Representative