



PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654
P: 727.847.8194 • F: 727.847.8065
www.PascoPurchasing.com

INVITATION FOR BIDS

COUNTYWIDE HEALTHY VENDING MACHINE SERVICES

IFB-SS-14-019

The Pasco County Board of County Commissioners is requesting competitive sealed bids for ongoing and as needed healthy vending machine services at locations throughout the County. The Pasco County Purchasing Department will receive competitive sealed bids until **3:00 P.M.**, local time (our clock), on **FEBRUARY 18, 2014**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Bids received after this time will not be accepted. Bidders shall submit one (1) original bid form and other information specified herein. Insurance coverage is required for this work—please refer to the Special Provisions for details.

In accordance with Chapters 119.071 and 286.0113, Florida Statutes, only the names of the responding firms and the respective bid amounts will be read at the time of opening. Pursuant to Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

Vendors may register to view and download solicitations by visiting www.FloridaBidSystem.com. Pasco County is not responsible for expenses incurred prior to award by the Board of County Commissioners (BCC). Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.FloridaBidSystem.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.FLORIDABIDSYSTEM.COM AT NO COST.**



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STATEMENT OF NO BID

We, the undersigned, have declined to submit a bid response to the Invitation for Bid, Solicitation No. IFB-SS-14-019, for the following reason(s):

Please check all that apply.

1. ☐ Opening date does not allow sufficient time to complete bid response.
2. ☐ We do not offer the commodities or services requested.
3. ☐ Our schedule would not permit us to perform.
4. ☐ We are unable to meet the issued specification.
5. ☐ Specifications are restrictive (please explain below).
6. ☐ We are unable to meet the specified requirements.
7. ☐ Other: _____

Explanation: _____

Name: _____

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Facsimile: _____

Email: _____

IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING

GENERAL PROVISIONS

COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (including County Commissioners) regarding requests for proposals, requests for qualifications, bids, or contracts by the offerors or any member of the offeror's staff, an agent of the offeror, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular Request for Proposals is strictly prohibited. Nothing herein shall prohibit a prospective offeror from contacting the Purchasing Director to address concerns or grievances, or receive clarification about a particular procurement.

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued amendment may result in bid rejection and disqualification.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

AWARD

Consideration for award will be by proximity to specifications given, costs, revenue, time of delivery, and other factors deemed by the County to be appropriate. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. In determining the responsibility of vendors, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County intends to award to the responsive and responsible bidder who offers the overall highest revenue to the County in exchange for use of the designated public spaces.

BID ACCEPTANCE PERIOD

Any bid submitted as a result of the solicitation shall be binding on the bidder for a minimum of ninety (90) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should submit a written request for an interpretation. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREBID QUESTION" and must include the solicitation number. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the bidder waiving his/her right to dispute the bid specification.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the invitation number, commodity, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

BID RECEIPT AND OPENING

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. In accordance with Chapters 119.071 and 286.0113, Florida Statutes, only the names of the responding firms and the respective bid amounts will be read at the time of opening. Pursuant to Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

BID WITHDRAWAL

Bids may not be changed after the bid closing time. To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

DRUG FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, Offerors may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

DEPARTMENT OF HOMELAND SECURITY'S IMAGE PROGRAM (E-VERIFY COMPLIANCE)

Pasco County is an employer participant in the Department of Homeland Security's Image Program and utilizes E-Verify to ensure its employees are appropriately authorized to work in the United States. As part of its compliance efforts under this program, the County encourages all consultants, contractors (and/or their subcontractors) under contract with or performing work for the County to establish employment procedures that adopt the Images Program Best Practices and otherwise ensure compliance with Federal employment eligibility verification requirements as part of its hiring practices. The selected consultant or contractor shall also include this requirement in all its subconsultant contracts involving County work. For those County projects utilizing State of Florida funds, the requirement to comply with E-Verify will be mandatory. The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained consultant, contractor and/or its subconsultants be found to be noncompliant with E-Verify as part of a Federal audit or other inquiry, the consultant, contractor, and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the County as a result of such noncompliance.

ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

NONAPPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

NONDISCRIMINATION

By submission of bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

PUBLIC INFORMATION

Upon public opening of bids or proposals presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public record and will be made available in accordance with Florida Law.

PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PAYMENT PROCEDURES

Pasco County has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that vendors providing goods and/or services to Pasco County receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Board Records Department, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of One and 20/100 Dollars (\$1.20). Please make your check payable to Paula S. O'Neil, Clerk and Comptroller, and forward payment to the Board Records Department at the address noted above. For further information, please call (352) 521-4347.

Several payment options are available to successful vendor, upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Pasco County approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after Pasco County approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct invoice for the specified work. Only one (1) lump-sum payment will be made. NO progress or partial payments will be authorized.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

VENDORS LIST

Vendors must visit www.FloridaBidSystem.com to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for the Pasco County Board of County Commissioners as well as other participating agencies throughout Florida.

PUBLIC ENTITY CRIMES STATEMENT

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 response to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit response for 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the County, or for termination of a contract with the County. The County may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of a bidder to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

PARTNERSHIPS/CORPORATIONS/AGENTS

When a bidder is a partnership or joint venture, the response must be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements must be included as part of the response. A cover letter may be used to satisfy the signature requirements. When a bidder is a corporation, the authorized corporate officer signing the response must set out the corporate name in full beneath which said officer must sign his/her name and give title of his/her office. The response must also bear the seal of the corporation. Anyone signing the response as officer or other agent must file with it legal evidence of the authority to do so. Bidders who are or include corporations or limited partnerships must furnish a duly executed certificate of status from the Florida Department of State.

RESERVATION OF RIGHTS

The County may (1) amend or modify this invitation, (2) revise requirements of this invitation, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any bidder and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this invitation, in whole or in part, if the County deems it in its best interest to do so. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of a response or otherwise.

RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the revenue due and payable to Pasco County from the contractor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

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QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

In addition to the General Provisions, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

CONTRACT TERM

It is the County's intent to develop a **five (5)** year agreement, with a provision for **two (2)** additional **one (1)** year renewal periods, for the services specified herein.

COOPERATIVE PURCHASING

To maximize volume, it is the County's intent to offer the resulting contract to other political subdivisions in the State of Florida through the *Florida Local Government Purchasing Network* (www.FLGPN.com). These entities may include, but are not limited to, the Pasco County School District, City of Port Richey, City of New Port Richey, City of Zephyrhills, City of Dade City, other counties, cities, school districts, boards and commissions.

Pasco County will provide information relevant to the resulting contract to inquiring jurisdictions in a timely and reasonable manner. To maximize volume, the Contractor will be encouraged to offer the resulting contract to other political jurisdictions throughout the State of Florida. These entities may include, but are not limited to, counties, cities, school districts, boards, commissions, and similar public entities. The Contractor must deal directly with any entity utilizing the resulting contract concerning the services specified herein, contractual disputes, and payments. Pasco County will act only as the "Contract Sponsor" and shall not be held liable for any costs, damages, etc., incurred by any other entity.

REQUIREMENTS CONTRACT

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
2. Three Hundred Thousand and 00/100 Dollars (\$300,000.00) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00), each occurrence; and property damage of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00), each occurrence. (Combined single limits of not less than Three Hundred Thousand and 00/100 Dollars [\$300,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.)

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654-5598. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
4. Pasco County shall be endorsed to the required policy or policies as an additional named insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.
6. County hereby waives subrogation rights for loss or damage against the County.

END OF SPECIAL PROVISIONS

SPECIFICATIONS

1. SCOPE

- 1.1 The County is requesting competitive sealed bids for ongoing and as needed “healthy” vending machine services at locations throughout the County. Currently, there are approximately sixty-seven (67) vending machines deployed at approximately thirty (30) facilities throughout the County. The County intends to award one (1) vendor the exclusive right and privilege to install and operate vending machines at current and future designated facilities. The successful contractor shall compensate the County for use of the designated public spaces at a fixed monthly rate for each vending machine.
- 1.2 Products offered in the deployed vending machines shall conform, in part, to the American Heart Association’s Recommended Standards for Procurement of Foods and Beverages Offered in the Workplace as specifically indicated below.

2. APPLICABLE PUBLICATION(S)

- 2.1 The following publication(s) of the issue in effect on date of Invitation for Bid is attached (ATTACHMENT B) forms a part of this specification:

American Heart Association—Recommended Standards for Procurement of Foods and Beverages Offered in the Workplace. (A copy of which may also be obtained at <http://www.heart.org>).

3. MINIMUM REQUIREMENTS

- 3.1 A minimum of thirty percent (30%) of vending items in each machine shall meet all of the American Heart Association—Recommended Standards for Procurement of Foods and Beverages Offered in the Workplace (ATTACHMENT B). An additional twenty percent (20%) of vending items in each machine shall meet at least one (1) of the Recommended Standards (ATTACHMENT B).
- 3.2 All vending machines must comply with the Americans with Disabilities Act (ADA) including, but not limited to, the revisions of September 15, 2010, which were effective on March 15, 2011, with compliance twelve (12) months thereafter.
- 3.3 The Contractor shall provide vending machines that will be operational twenty-four (24) hours per day, seven (7) days per week, twelve (12) months per year.
- 3.4 The Contractor shall compensate the County at a minimum rate of \$10.00 per installed machine, per month. Award will be made to the responsive and responsible bidder offering the highest monthly rate per machine. Payments shall be made to the County each month in an amount that equals the number of installed vending machines during the month multiplied by the awarded rate. Payments shall be delivered to the designated County representative by the tenth (10th) of the following month. All checks shall be made payable to “Pasco County Board of County Commissioners” with a notation that the payment is for “vending services revenue.” Failure to deliver payment on time may result in immediate termination of services and cause all machines to be removed.

- 3.5 All vending machines shall display prices and nutritional information for all items offered for sale.
- 3.6 All vending machines shall operate on standard 110V electric service. All electric plugs shall be three-pronged and properly grounded.
- 3.7 All vending machines shall accept one dollar (\$1.00) bills and return correct change. All vending machines shall provide correct change when coins are of larger value than selected item cost.
- 3.8 All vending machines shall be fully Energy Star compliant and/or equipped with "vending misers" or other comparable energy conservation technology.
- 3.9 All vending machines shall be certified by the National Sanitation Foundation and carry the National Automatic Merchandising Association Service Mark indicating compliance with standards from the same.
- 3.10 Contractor shall be responsible for any and all costs associated with delivering, installing, stocking, maintaining, repairing, replacing and removing all vending machines covered by this specification. Contractor shall be solely responsible for all required licenses, permits, equipment, supplies, materials and labor necessary for providing the vending services specified herein, and adhering to all applicable vending, food, and sanitation rules, regulations and laws. The County shall be responsible for providing electric at the locations designated and approved by the County. Under no circumstances shall the County be obligated to install and provide electric service at a location that has not been designated and approved by the County. The County shall not be liable for any loss or damage, which may or may not result from an interruption or failure of electric service to any vending machine.
- 3.11 Contractor shall access the installed vending machines during normal working hours for each location. Vending machines shall be repaired within twenty-four (24) hours of a reported malfunction.
- 3.12 The County shall not be responsible for safeguarding installed vending machines and shall not be liable for damages and/or loss resulting from acts of vandalism, fire, theft, or acts of God. Such damage and/or loss shall be the Contractor's responsibility.
- 3.13 The vending machines shall be kept in good, clean, working order at all times. The floor area immediately around the machines shall also be kept clean of debris and/or residue from dispensed products.
- 3.14 All loaded vending items shall not exceed the "sell by" or expiration date printed on the individual item packages. Contractor shall be directly responsible for addressing all vending customer complaints and requests for refunds with regard to the sale of expired items, dispensing failures and other related issues. Contractor's contact information shall be clearly posted on the front (dispensing side) of each installed machine.

- 3.15 Vending machines shall only be installed in locations designated by the County and approved in writing by the designated County representative. ATTACHMENT A provides a list of the vending machines installed throughout the County as well as three (3) locations that will require new machines. The County reserves the right to add machines and locations at the same awarded rates and conditions.
- 3.16 To ensure compliance with the healthy standards prescribed herein, the contractor shall coordinate with the designated County representative to develop a “plan-o-gram” for every installed vending machine. All “plan-o-grams” for each machine or group of machines must be approved in writing by the designated County representative prior to installation and product loading. Copies of the approved and corresponding “plan-o-grams” and nutritional information for the items on the same shall be provided to the designated County representative for each machine or group of machines. The purpose of the “plan-o-grams” is to facilitate monitoring compliance with the healthy standards prescribed herein. No changes shall be made to the “plan-o-grams” and/or loaded products, unless approved in writing by the designated County representative. If changes to a “plan-o-gram” are approved, an updated copy shall be provided (replacing the former) along with nutritional information for the same prior to loading the new (approved) products. The loaded products must match the provided “plan-o-gram” at all times without exception. Failure to comply with any aspect of this paragraph may result in immediate termination in services and subsequent removal of all installed machines by the contractor.
- 3.17 Contractor shall remove designated machines within ten (10) business days after being noticed, in writing, by the County due to a termination of services. Such termination may occur for failure to perform as specified, nonpayment of monthly fee, repurposing of space, or other occurrence at the sole discretion of the County. If after ten (10) business days, the machine(s) have not been removed by the Contractor, the County shall have the right to remove the same and hold in storage until secured by the Contractor. The County, including its officers and/or employees shall not be liable for damage to the machines or loss of contents resulting from the County moving the machine(s) as indicated in this paragraph. The Contractor shall be required to pay the County a reasonable storage fee if the County moves the machine(s) as indicated in this paragraph. Machines that are not claimed by the Contractor within six (6) months shall be considered abandoned property and will be sold at public auction with the proceeds going entirely to the County.

4. SAMPLING, INSPECTION, AND TEST PROCEDURES

- 4.1 The vending machines and contents shall be inspected and monitored throughout the contract term to ensure full compliance with the requirements, standards and conditions contained herein.

5. PREPARATION FOR DELIVERY

- 5.1 The contractor shall coordinate delivery and installation of all vending machines with the designated County representative. Vending machines shall be delivered and installed during normal business hours, Monday through Friday, excluding holidays. The designated County representative shall be notified no less than twenty-four (24) hours prior to expected delivery to ensure and confirm that the receiving facility is open and available for the delivery.

6. REFERENCES

- 6.1 The Contractor shall provide at least (3) references, which clearly demonstrate an ability to provide the specified services to a County the size of Pasco County. The reference information shall include: (1) organization name, (2) contact name, title, email address, and telephone number, (3) number of vending machines supported by type (snack, drink, etc.), and (4) dates and term that services are/were provided.

END OF SPECIFICATIONS

BID FORM

Business Name: _____

Description	Rate Offered
Provide vending services as specified herein throughout the County. Successful Contractor shall pay the County the offered monthly rate for each installed machine as specified herein.	\$_____ per machine, per month. (Minimum \$10.00 per machine, per month required)

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

(Signature of Bidder—Ink) (Printed Name and Title)

(Business Name)

Receipt of Addendum No. _____ through No. _____ is acknowledged.

Business Name: _____
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization:

☐ Corporation ☐ Partnership: ☐ General ☐ Limited ☐ Limited Liability Company

State Registered In: _____ Year: _____

☐ Sole Proprietorship: Owner: _____

☐ Other: _____

Telephone: _____ Facsimile: _____

Address: _____

Date: _____, _____

ATTACHMENT A

PASCO COUNTY VENDING MACHINE LOCATIONS (JANUARY 2014)

LOCATION NAME	TYPE	PASCO COUNTY LOCATION NO.	BUILDING ADDRESS	CITY	STATE	ZIP CODE
ANIMAL SERVICES ADMINISTRATION	SNACK	301	19640 Dog Patch Lane	Land O' Lakes	FL	34639
ANIMAL SERVICES ADMINISTRATION	PEPSI					
ROAD & BRIDGE OPERATIONS (BUILDING H)	SNACK	535	15413 Shady Hills Road	Spring Hill	FL	34610
ROAD & BRIDGE OPERATIONS (BUILDING H)	PEPSI					
ROAD & BRIDGE OPERATIONS (C-BARN)	PEPSI	199	30908 Warder Road	Dade City	FL	33523
DAVID "HAIP" CLARK BUILDING	SNACK	356	4111 Land O' Lakes Boulevard	Land O' Lakes	FL	34639
DAVID "HAIP" CLARK BUILDING	PEPSI					
DAVID "HAIP" CLARK BUILDING	COKE					
DEER PARK W WTP	COKE	810	5000 Little Road			34655
ELDERLY NUTRITION (WEST)	PEPSI	591	8600 Galen Wilson Boulevard	Port Richey	FL	34668
ELDERLY NUTRITION (CENTRAL)	COKE	352	6801 Wisteria Loop	Land O' Lakes	FL	34638
INFORMATION TECHNOLOGY/COMMUNICATIONS	SNACK	496	8744 Government Drive	New Port Richey	FL	34654
INFORMATION TECHNOLOGY/COMMUNICATIONS	PEPSI					
EMERGENCY OPERATIONS CENTER	SNACK	492	8750 Government Drive	New Port Richey	FL	34654
EMERGENCY OPERATIONS CENTER	COKE					
WESLEY CHAPEL W WTP	SNACK	840	7501 Boyette Road	Wesley Chapel	FL	33544
WESLEY CHAPEL W WTP	COKE					
FLEET MAINTENANCE GARAGE (D&E)	SNACK	517	7578 State Street	New Port Richey	FL	34654
FLEET MAINTENANCE GARAGE (D&E)	PEPSI					
FLEET MAINTENANCE (FOX HOLLOW)	SNACK	630	6911 Fox Hollow Drive	Port Richey	FL	34688
FLEET MAINTENANCE (FOX HOLLOW)	PEPSI					
WEST PASCO GOVERNMENT CENTER 1ST FLOOR	SNACK	555	8731 Citizens Drive	New Port Richey	FL	34654
WEST PASCO GOVERNMENT CENTER 1ST FLOOR	PEPSI					
WEST PASCO GOVERNMENT CENTER 1ST FLOOR	COKE					
WEST PASCO GOVERNMENT CENTER 2ND FLOOR	SNACK					
WEST PASCO GOVERNMENT CENTER 2ND FLOOR	COKE					
WEST PASCO GOVERNMENT CENTER 2ND FLOOR	PEPSI					
WEST PASCO GOVERNMENT CENTER 3RD FLOOR	SNACK					
WEST PASCO GOVERNMENT CENTER 3RD FLOOR	PEPSI					
WEST PASCO GOVERNMENT CENTER 3RD FLOOR	COKE					
WEST PASCO GOVERNMENT CENTER BASEMENT	SNACK					
WEST PASCO GOVERNMENT CENTER BASEMENT	PEPSI					
WEST PASCO GOVERNMENT CENTER BASEMENT	COKE					
SHADY HILLS W WTP	PEPSI	842	14220 Hays Road	Spring Hill	FL	34610
FACILITIES MANAGEMENT (EAST OFFICE)	SNACK	007	37301 Florida Avenue	Dade City	FL	33525
LANDOLAKES DETENTION CTR	SNACK	353	20101 Central Boulevard	Land O' Lakes	FL	34637
LANDOLAKES DETENTION CTR	COKE					
LANDOLAKES DETENTION CTR	PEPSI					
FACILITIES MANAGEMENT (WEST OFFICE)	SNACK	549	7220 Osteen Road	New Port Richey	FL	34653
FACILITIES MANAGEMENT (WEST OFFICE)	COKE					
FACILITIES MANAGEMENT (WEST OFFICE)	PEPSI					
PASCO CNTY GOV CENTER	SNACK	34	14236 6th Street	Dade City	FL	33523
PASCO CNTY GOV CENTER	SNACK					
PASCO CNTY GOV CENTER	PEPSI					
PASCO CNTY GOV CENTER	COKE					
PASCO CNTY TAX COLLECTOR	SNACK	594	4720 U.S. Hwy 19	New Port Richey	FL	34652
PASCO CNTY TAX COLLECTOR	PEPSI					
PASCO COUNTY COURTHOUSE	HOT BEV	14	38053 Live Oak Avenue	Dade City	FL	33523
PASCO COUNTY COURTHOUSE	SNACK					
PASCO COUNTY COURTHOUSE	COKE					
PASCO COUNTY COURTHOUSE	PEPSI					
Stormwater	COKE	598	4458 Grand Boulevard	New Port Richey	FL	34652
PUBLIC HEALTH	SNACK/SODA COMBO	361	4135 Land O' Lakes Boulevard	Land O' Lakes	FL	34639
PUBLIC WORKS/UTILITIES	SNACK	565	7536 State Street	New Port Richey	FL	34653
PUBLIC WORKS/UTILITIES	COKE					
PUBLIC WORKS/UTILITIES	PEPSI					
PUBLIC WORKS-GALEN WIL (COMMUNITY SERVICES/PUBLIC TRANSPORTATION)	SNACK	586	8620 Galen Wilson Boulevard	Port Richey	FL	34668
PUBLIC WORKS-GALEN WIL	COKE					
RECORDS RETENTION (JACK ALBERT RECORD RETENTION CENTER)	SNACK	495	8902 Government Drive	New Port Richey	FL	34654
RECORDS RETENTION	COKE					
RECORDS RETENTION (CLERK'S RECORD CENTER)	SNACK/SODA	36	38319 McDonald Street	Dade City	FL	33525
SHERIFF'S OFFICE EAST (BO HARRISON BUILDING)	SNACK	38	34609 SR 52	Dade City	FL	33525
SHERIFF'S OFFICE EAST	COKE					
SHERIFF'S OFFICE WEST (WEST OPERATIONS-STERLING)	SNACK	560	7432 Little Road	New Port Richey	FL	34654
SHERIFF'S OFFICE WEST	COKE					
SHERIFF'S OFFICE WEST	PEPSI					
BUILDING INSPECTIONS	SNACK (NEW)		7508 Little Road	New Port Richey	FL	34654
BUILDING INSPECTIONS	DRINK (NEW)					
COMMUNITY DEVELOPMENT	SNACK (NEW)		5640 Main Street	New Port Richey	FL	34652
COMMUNITY DEVELOPMENT	DRINK (NEW)					
STORMWATER MANAGEMENT	SNACK		4454 Grand Boulevard	New Port Richey	FL	34652
STORMWATER MANAGEMENT	DRINK (NEW)					

ATTACHMENT B



Recommended Nutrition Standards for Procurement of Foods and Beverages Offered in the Workplace

Overview

With more than 130 million Americans employed across the United States each year, the workplace is a key environment for maintaining the health of the U.S. population. Employers should undertake comprehensive, evidence-based health promotion programs, activities, and environment and policy change, including offering healthy food and beverages throughout the workplace. The benefits of a healthy employed population extend well beyond employees and the workplace to their families and their communities. Worksite wellness programming and health promotion should target at-risk and vulnerable employees, addressing issues that increase audience receptivity and make it more likely that they will participate.

Creating a Healthy Nutrition Environment

To encourage healthy and nutritious choices, employers should:

1. Offer healthy foods and beverages in vending machines, cafeterias, and for meetings and special events.
2. Provide calorie labeling on all food and beverage items on menus and menu boards in cafeterias, vending machines and other venues. Highlight and promote healthier and lower-calorie options.
3. Integrate nutrition education and promotion within worksite wellness programming. Incorporate the use of posters, handouts, or other visuals that offer dietary guidance calorie charts, relating calorie needs based on height and weight, and expenditure charts that show calories burned with sitting, standing, taking the stairs, or other physical activities. Help with self-monitoring if people want to track their intake and output. Help them find/use an easy convenient paper or online diary.
4. Create nutrition standards for foods and beverages purchased for and offered in the workplace.
5. Consider food and beverage pricing that is more in line with the Dietary Guidelines for Americans, pricing healthy foods lower and/or less healthy foods higher, so it is more economically feasible for employees to choose the healthy options.
6. Offer other incentives, prizes or financial rewards (coupons, gift cards, wellness points, etc.) for employees to eat in a healthy way.

ATTACHMENT B

Recommended Nutrition Standards for Procurement of Foods and Beverages (continued)

7. Promote healthy lifestyles and environments in the workplace that allow for increased , regular physical activity, healthy food and beverage choices, and changes in the work environment that encourage healthy behaviors and promote occupational safety and health. The American Heart Association supports robust nutrition standards for foods and beverages purchased for the workplace. These procurement standards should adhere to the Dietary Guidelines for Americans and the Diet and Lifestyle Recommendations of the AHA, ii, iii.

General Guidance for Foods:

Prioritize:

- Fruit – fresh, frozen, canned in own juice or water with no added sugar.
- Vegetables – fresh, frozen, canned (in very low sodium).
- Seafood, fish (especially oily fish such as salmon, trout, sardines, tuna, and pollock).
- Lean meats (no more than 10% fat by weight). Minimize processed meats; if offered, use only lower-sodium (no more than 480 mg per 2 oz.) options. Serve poultry without skin.
- Fat-free or low-fat dairy products (1% or less).
- Pasta, rice, breads, cereals, snack foods (chips, crackers, cereal bars, etc.)- Offer whole-grain, high-fiber options (whole grain is first or second ingredient; 2 grams or more of fiber/serving) when available.
- Unsalted nuts, seeds (and the butters and pastes derived from these like peanut butter or almond butter).
- Beans, Peas, and Legumes (ex. hummus made from garbanzo's/chick peas, edamame, or snow peas).
- Prioritize healthy oils (such as canola, olive, sunflower, soybean, safflower).
- Limit fried foods. Prioritize roasted, baked, microwaved, steamed, poached, or grilled preparation.
- Limit foods with added sugars.
- Reduce portion sizes as a way to reduce calorie intake. Choose the lowest serving size when possible or offer half serving sizes.
- Low-fat/Low calorie condiments such as mustard, chutney, relish, light mayonnaise, fat-free dressings, oil based dressings, salsa, ketchup, light (low sodium) soy sauce, horseradish, Tabasco.

Beverages

- Water (including sparkling, seltzer, or flavored water).
- 100% fruit juice (< 180 kcal/12 oz. serving) with no added sweeteners.
- No or low calorie beverages (<10 kcal/8 oz. serving), Mid-calorie beverages (light juices, teas, and other drinks with no more than 66 calories/8 oz.
- Fat-free or low-fat (<1%) milk; if flavored, no more than 150 calories/8 oz.
- Regular and herbal unsweetened teas (hot or cold).
- Coffee (with <1% or lower fat milk or creamers as well as soy alternatives).
- In vending machines, at least 50% of beverages offered should be water and no or low calorie options.

ATTACHMENT B

Recommended Nutrition Standards for Procurement of Foods and Beverages (continued)

Specific Limits:

In addition to the dietary guidance noted above, all foods must meet the calorie, sodium and saturated fat, and *trans* fat limits below:

- Calorie limits –
 - *Snack foods, side dishes, desserts, single item foods: <200 kcal/serving
 - *Entrees*: <500 kcal/serving
 - *Meals*: <750 kcal
- Sodium limits –
 - *Snack foods, side dishes, single item foods: <230 mg/serving
 - *Entrees: <480 mg/serving
 - *Meals: <600 mg
- Saturated Fat limits: *less than 10% saturated fat/serving
- *Trans* Fat limits: Zero grams *trans* fat as labeled

* An entrée would be considered the main part of a meal such as a sandwich, pizza, or burger, whereas a meal is a more complete offering intended for breakfast, lunch, or dinner that includes two or more items from recommended food groups served in combination (e.g. lean meat + vegetable + fruit + whole grain bread).

- i. Carnethon M. Whitsel LP. Franklin BA. Kris-Etherton P. Milani R. Pratt CA. Wagner GA. Worksite wellness programs for cardiovascular disease prevention. *Circulation*. 2009; 120:1725-1741.
- ii. US Department of Health and Human Services, US Department of Agriculture. Dietary guidelines for Americans 2005. 6th ed. Washington, DC: US Department of Health and Human Services, US Department of Agriculture; 2005. Available at <http://www.health.gov/dietaryguidelines/dga2005/document/pdf/dga2005.pdf>.
- iii. Lichtenstein AH, et al. Diet and lifestyle recommendations revision 2006, *Circulation*. 2006; 114: 82-96.

Tampa Bay Times

PROOF OF PUBLICATION

Here is the clipping of your ad which
was inserted according to instructions.

Issues Of: 1-29-14
Classification: Regals

ADVERTISEMENT FOR BIDS
PASCO COUNTY WILL RECEIVE SEALED
BIDS FOR THE FOLLOWING, IN THE
PURCHASING DEPARTMENT, 8919
GOVERNMENT DR., NEW PORT RICHEY,
FL., (727) 847-8194.
• IFB-SS-14-019 COUNTYWIDE HEALTHY
VENDING MACHINE SERVICES
2/18/14 3PM
• IFB-DL-14-073 DEER PARK WASTE-
WATER DIVERSION, PUMP STATION,
& WWTP ABANDONMENT 3/11/14 2PM
• IFB-DL-14-078 AS-NEEDED BIOSOLIDS
DISPOSAL SERVICES 2/19/14 2:30PM
• IFB-KB-14-080 MAINTENANCE
RENEWAL FOR FUJITSU SCANNERS
2/13/14 2PM
• IFB-EC-14-081 ONGOING & AS NEEDED
SEWER DEBRIS RETRIEVAL & HAULING
2/11/14 2PM
Go to www.PascoPurchasing.com
for information.
1004104012 1/29/14

Thank You!

It was a pleasure doing business with you. We will be pleased to serve you again.