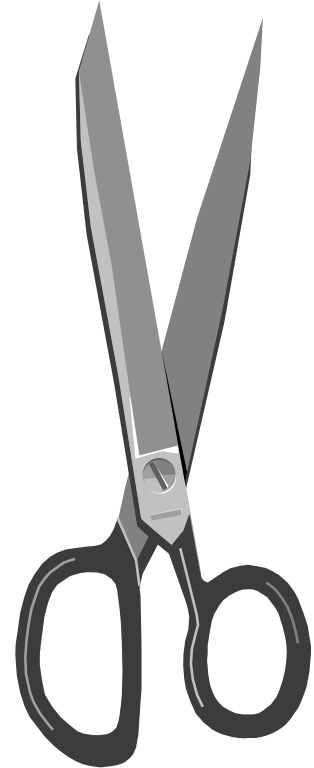


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO:	PURCHASING DEPARTMENT School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391
SEALED BID DO NOT OPEN	
SEALED BID NO.:	030-PLA-1111
BID TITLE:	RFP-Fresh Delivered Pizza
DUE DATE/TIME:	November 9, 2010, 3:00 P.M.
SUBMITTED BY:	_____ Name of company



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> Click on "[Vendor Application](#)" from the menu on the left side of the screen and follow the instructions.

P.O. BOX 391
BARTOW, FLORIDA 33831-0391

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

1915 SOUTH FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title RFP-Fresh Delivered Pizza

Bid File Number 030-PLA-1111 Posted October 21, 2010

Sealed bids will be received until 3:00 P.M. on November 9, 2010 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Lynn Adams telephone 863-534-0563, FAX 863-534-0802, E-Mail Lynn.Adams@polk-fl.net

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

VENDOR NAME

MAILING ADDRESS

PRINT OR TYPE SIGNATURE AND TITLE

CITY, STATE, ZIP

WRITTEN SIGNATURE

DATE

TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)

FAX NUMBER

E-MAIL ADDRESS

FEID NUMBER

DISCOUNT: Our company offers the following discount schedule: _____.

NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.

GENERAL INSTRUCTIONS AND CONDITIONS

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: 12/31/2011. Contract(s) awarded from this bid will begin on 1/1/11 and will run through 12/31/11.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows:
various Polk County school locations
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices and on the Purchasing Department's website at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> on or about 11/11/10 and will remain posted for a period of at least 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.
17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending

satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.

18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.
28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

29. **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.
- The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 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.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

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

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to School Boards and/or public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.
- The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.
34. **SOLICITATION OF DISTRICT EMPLOYEES:** Bidders/vendors and others involved with this bid are prohibited from making any offer of any value to any employee of the School Board who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid.

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.
Rev. Pur. 08/2010

Special Terms and Conditions

- A. SCOPE-**The School Board of Polk County, Florida is seeking vendors interested in supplying fresh delivered pizza directly to our schools, allowing middle and high school students to have a variety of healthy food choices in the ala carte program at their schools. With the implementation of the District's Wellness Policy (see web page at <http://www.polk-fl.net/parents/generalinformation/documents/StudentWellnessPolicy.pdf>), only fresh delivered pizza meeting the District Nutrition Standards as outlined will be approved for the ala carte program. It is the vendor's responsibility to review the wellness policy and be familiar with its contents. **Any product that does not meet District Nutrition Standards will not be considered and may not be delivered at any time.**

Participation will be on a voluntary basis by the approximately 33 Polk County middle schools and high schools. Schools wishing to participate will negotiate directly with approved vendor(s). Schools will make their vendor selection based upon vendor service, product quality, student taste preferences and product cost. Although cost will be a major consideration, it will not be the only consideration in selecting vendor(s). Continued participation by a school with any vendor will be dependent upon its satisfaction with the service, product quality and student taste preferences.

Each year it is necessary for vendors to meet certain requirements and inspections to become an approved vendor. These requirements and inspections are detailed in the following information. Please review this information and sign and return all pages that require a response to:

Mailing Address:

Physical Address for Overnight/Hand Delivery Only:

The School Board of Polk County
Purchasing Department, ATTN: Lynn Adams
PO Box 391
Bartow, Florida 33831-0391

The School Board of Polk County
Purchasing Department, ATTN: Lynn Adams
1915 South Floral Avenue
Bartow, Florida 33830-7124

- B. ATTACHMENTS-**The following attachments shall be completed and returned to the Purchasing Department no later than 3:00 p.m. on November 9, 2010 to be considered. Within two weeks after we receive the required information, you will be contacted for an appointment for the inspection of your premises.

ATTACHMENT A - NUTRITIONAL INFORMATION: A nutritional analysis for each food item offered shall be included when submitting a request to provide the product(s). The vendor shall also provide nutrient evaluation on attachment "A" or supplemental form containing the same requested information.

ATTACHMENT B – LIST OF SCHOOLS BY AREA. Please provide requested information in the space provided for each school you propose to serve.

ATTACHMENT C – STATEMENT OF INTEREST .

ATTACHMENT D - FOOD INFORMATION. Please provide the requested information for each product you propose to provide.

- C. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION STATEMENT:** Bidder shall fill out U.S. Department of Agriculture Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions form found at the end of the bid. Completed form should be submitted with the proposal response and must be on file prior to award.
- D. **NON-COLLUSION STATEMENT:** Bidder shall fill out the USDA Non-Collusion Affidavit form found at the end of the bid. Completed form should be submitted with the proposal response and must be on file prior to award.
- E. **CONTRACT VALUE:** This contract is valued at approximately \$450,000/year excluding renewal options. This is only an **estimate** and the actual amount could vary up or down. The district will not be held responsible if actual purchases are less than this amount.
- F. **DISTRICT WELLNESS POLICY** - Only products meeting District Nutrition Standards listed on page 2 of the District Wellness Policy will be considered. See webpage at <http://www.polk-fl.net/parents/generalinformation/documents/StudentWellnessPolicy.pdf>. It is the vendor's responsibility to review the wellness policy and be familiar with its contents.

G. **"BUY AMERICAN PROVISION"**

- Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs.
- The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, "**substantially**" using agriculture commodities that are produced in the United States. "**Substantially**" means over 51 percent of the final processed product consists of agricultural commodities were grown domestically.

I, _____ of _____
Authorized name Company name

certify that all products offered here by my company meet the "Buy American Provision".

H. **FEDERAL REGULATIONS:** Because Federal funds are used to make purchases from this bid, the following Federal Regulations shall apply to the bid:

1. **Records Retention** (34 CFR 80.36(i)(11)):
All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.
2. **Clean Air Act** (34 CFR 80.36(i)(12)):
All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
3. **Energy Efficiency** (34 CFR 80.36(i)(13)):
All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- I. **FACILITIES AND EQUIPMENT INSPECTION:** Prior to a vendor receiving approval to sell products to Polk County Schools, the vendor must submit a current acceptable health inspection report. Foodservice Department personnel may do a facility "walk-through" to assess the ability of an establishment to provide wholesome food. Additionally, random inspections may be conducted throughout the contract period.

Small and large equipment used in preparation of the products must be NSF approved. NSF compliance will be verified during random site visits.

Approved vendors shall have store managers who have successfully completed and passed State regulations as required by the Division of Hotel and Restaurants.

- J. **TASTE TEST PROCEDURE:** Each school may prefer to perform its own taste test.

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

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Commercial General Liability	Combined Single Limit \$1,000,000 per occurrence
Automobile Liability (All owned autos, or any auto if vehicles other than owned are used).	\$500,000 Combined single limit

- a) The School Board of Polk County shall be named as a certificate holder and an additional insured on the certificate for all required insurance. All insurance must be issued by a company or companies approved by the School Board.
- b) The VENDOR shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the VENDOR. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the VENDOR shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.
- c) Upon award, the vendor will provide a copy of a current, valid Certificate of Insurance to the Purchasing Department.

- L. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement.

Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

- M. ORDERS:** Schools may elect to purchase the same products from different vendors based on student preference and meal schedules.

School foodservice managers will be responsible for placing fresh food orders 24 hours in advance of need.

Schools may purchase only the items that have been approved by the foodservice department for 2011.

- N. DELIVERY:** Product shall be delivered 5 - 10 minutes prior to each lunch period at the designated schools.

Food items must be delivered in sanitary, temperature-controlled containers. Hot items must be delivered at a minimum of 140°. Cold items must be delivered at below 41°. The manager or designee will take the temperature of food items upon arrival. If food items are not in sanitary condition or proper temperature, they will be rejected.

- O. INVOICES:** The School Foodservice Accounting Department, P.O. Box 391, Bartow, Florida 33831 will make all payments. All invoices for a given month are paid by the 15th of the month following the month of delivery. In order to facilitate the payment of vendor invoices, all vendors must adhere to the following instructions.

All vendors must issue numbered delivery invoices in triplicate, and all three copies must be signed by the School Foodservice Manager (or designated agent in his/her absence) to receive payment for items delivered.

Two (2) copies (original and one copy) left with Manager at time of delivery.

One (1) copy to be returned to vendor.

If, for any reason, it is necessary to make a change on a delivery invoice, cancel an order, or return merchandise, the action must be initialed by the vendor's driver on all three (3) copies of the delivery invoice.

**ATTACHMENT A
PRODUCT NUTRITIONAL ANALYSIS DATA SHEET**

Please fill out one analysis data sheet for each product to be bid. Polk County Schools offer the **14" diameter pizza only**. Provide information for product size specified.

PRODUCT NAME: _____

PRODUCT SIZE: 14" Diameter

SERVING SIZE: _____

CHEESE (type): _____

Only products meeting District Nutrition Standards listed on page 2 of the District Wellness Policy (see webpage at <http://www.polk-fl.net/parents/generalinformation/documents/StudentWellnessPolicy.pdf>) will be considered for this program. No other products will be approved for delivery at any time.

Nutrient Analysis	Per Serving	
Calories (kcal)		
Protein (gm)		
Total Fat (gm)		
Saturated Fat (gm)		
Monounsaturated Fat (gm)		
Polyunsaturated Fat (gm)		
Carbohydrates (gm)		
Total Dietary fiber (gm)		
Total Sugars (gm)		
Cholesterol (mg)		
Calcium (mg)		
Iron (mg)		
Sodium (mg)		
Vitamin C (mg)		
Vitamin A (IU)		
Vitamin A (RE)		
Calories from Fat		
% Calories from Fat		

Analysis Date: _____ Name: _____

Lab Name and Address: _____

Signature Title

ATTACHMENT B

Please provide requested information in the space provided for each school you propose to serve.

NORTHWEST AREA 01

School Number	School Name	Site Manager Name, Address and Telephone Number of Store Serving Each School
0811	Auburndale Senior	
1191	Kathleen Middle	
1181	Kathleen Senior	
1761	Lake Gibson Middle	
1762	Lake Gibson Senior	
0043	Lawton Chiles Middle Academy	
1671	McKeel Academy	
0261	Rochelle School of the Arts	
1971	Sleepy Hill Middle	
0821	Stambaugh Middle	
1051	Tenoroc High School	

SOUTHWEST AREA - 02

School Number	School Name	Site Manager Name, Address and Telephone Number of Store Serving Each School
1501	Crystal Lake Middle	
1931	George Jenkins Senior	
1771	Lakeland Highlands Middle	
0031	Lakeland Senior & Harrison Arts	
1161	Mulberry Middle	
1131	Mulberry Senior	
0051	Southwest Middle	

Please state company name and Authorized Signature_____

**ATTACHMENT B (CONTINUED)
NORTHEAST AREA 03**

School Number	School Name	Site Manager Name, Address and Telephone Number of Store Serving Each School
0321	Boone Middle	
0491	Denison Middle	
1981	Dundee Ridge Middle	
1791	Haines City Senior	
0311	Daniel Jenkins Academy of Technology	
0711	Jewett Middle Academy	
1662	Lake Alfred-Addair Middle	
1991	Lake Region Senior	
0937	Ridge Community High School	
0571	Westwood Middle	
0481	Winter Haven Senior	

SOUTHEAST AREA 04

School Number	School Name	Site Manager Name, Address and Telephone Number of Store Serving Each School
9406	Apple A Day Café	
0931	Bartow Middle	
0901	Bartow Senior	
0791	Fort Meade Middle/Senior	
1801	Frostproof Middle/Senior	
1491	Gause CDC	
1061	Highland City Elementary (To Bill Duncan Op. School)	
1721	Lake Wales Senior	
1341	McLaughlin Middle	
1381	Roosevelt Vocational Middle/Senior	
0971	Union Academy	

Please state company name and Authorized Signature_____

ATTACHMENT C

**RFP 030-PLA-1111 FRESH DELIVERED PIZZA
STATEMENT OF INTEREST**

Name of Company

Address

is interested in supplying fresh delivered pizza to schools in Polk County, Florida. I understand that there may be other companies supplying the same product to the same schools that I supply and that schools will make their selection based upon vendor service, product quality, student taste preferences and product cost. Although cost will be a major consideration, it will not be the only consideration in selecting vendors. Continued participation by a school with any vendor will be dependent upon its satisfaction with the service, product quality and student taste preferences.

Authorized Signature

Date

Telephone Number

Fax Number

E-mail Address

ATTACHMENT D

Please provide the requested information for each product you propose to provide.

**FOOD INFORMATION
030-PLA-1111**

DESCRIPTION	UNIT PRICE
-------------	------------

PIZZA - CHEESE.

14" diameter only; to be cut into eight (8) equal individual serving sizes. Enriched or whole grain flour for crust. Topping to consist of 100% Low Fat, part-skim mozzarella cheese. No binders or extenders. _____ ea.

Cooked weight of bread _____

Cooked weight of cheese _____

Cooked weight of pizza sauce _____

Diameter of pizza 14" Cost per slice _____

PIZZA - CHICKEN.

14" diameter only; to be cut into eight (8) equal individual serving sizes. Enriched or whole grain flour for crust. Topping to consist of fully cooked chicken and 100% Low Fat, part-skim mozzarella cheese. May also include fruit or vegetables. No binders or extenders. _____ ea.

Cooked weight of bread _____

Cooked weight of cheese _____

Cooked weight of chicken _____

Cooked weight of pizza sauce _____

Diameter of pizza 14" Cost per slice _____

Only products meeting District Nutrition Standards listed on page 2 of the District Wellness Policy (see webpage at <http://www.polk-fl.net/parents/generalinformation/documents/StudentWellnessPolicy.pdf>) will be considered for this program. No other products will be approved for delivery at any time.

continued on next page

ATTACHMENT D (continued)

Please provide the requested information for each product you propose to provide.

**FOOD INFORMATION
030-PLA-1111**

DESCRIPTION UNIT PRICE

PIZZA - VEGETARIAN _____ ea.

14" diameter only; to be cut into eight (8) equal individual serving sizes. Enriched or whole grain flour for crust. Topping to consist of 100% Low Fat, part-skim mozzarella cheese. Must also include two of the following toppings: green peppers, mushrooms, onions, olives, pineapple or tomatoes. No Binders or extenders.

Cooked weight of bread _____

Cooked weight of cheese _____

Cooked weight of pizza sauce _____

Diameter of pizza 14" Cost per slice _____

Only products meeting District Nutrition Standards listed on page 2 of the District Wellness Policy (see webpage at <http://www.polk-fl.net/parents/generalinformation/documents/StudentWellnessPolicy.pdf>) will be considered for this program. No other products will be approved for delivery at any time.

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item has been submitted. Include this completed checklist along with your proposal.

The following items must be submitted at the time you submit your proposal or your proposal will be declared non-responsive:

Verified	Required	Requested		Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	Signed Bidder Acknowledgement	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	Completed Attachment A	10
<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	Completed Attachment B	11-12
<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	Completed Attachment C	13
<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	Completed Attachment D	14-15

The following items should be submitted with your proposal; however, after proposal opening the Polk County School Board reserves the right to request the items marked "Required" listed below (should proposer not return these submittals with their response.) Any additional information requested must be received by the Polk County School Board Purchasing Department within three (3) days after the date of the request for the required additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the three (3) day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax. The following items should be included in your response and must be on file prior to award. Failure to provide the additional information in the time frame requested will result in declaring your proposal non-responsive.

Verified	Required	Requested		Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	Signed "Buy American Provision" must be on file prior to award.	7
<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	Completed and signed Certification Regarding Debarment Form AD-1048 must be on file prior to award.	18
<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	Completed and signed Non-Collusion Affidavit must be on file prior to award.	20
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Drug-Free Workplace Form (optional)	21

Items marked "Requested" should be submitted at the time you submit your response to facilitate the evaluation process, but will not be cause for declaring your proposal non-responsive.

Instructions for Certification

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

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Organization Name

P/R Award Number or Project Name

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

Signature(s)

Date

INSTRUCTIONS AND INFORMATION CONCERNING THIS AFFIDAVIT

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

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

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

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

USDA NON-COLLUSION AFFIDAVIT

State of _____ / _____; Contract or Bid No. _____
{County}

I state that I am _____ of _____
{Person's Title} {Name of this firm}

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid. I state that:

- (1) the price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
(5) _____, it's affiliates, subsidiaries,

{Name of My Firm}

officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law I any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges
{Name of my Firm}

that the above representations are material and important, and will be relied upon by

_____ in awarding the contract(s) for
{Name of Public Entity}

which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____

{Name of Public Entity}

of the true facts relating to submission of bids for this contract(s).

{Name of Company Official} / {Position} / {Date}

SWORN TO AND SUBSCRIBED

BEFORE ME THIS ____ DAY

OF _____, 20____

{NOTARY PUBLIC}
My Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree 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 that it has implemented a drug-free workplace program *shall be given preference* in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and 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 conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(vendor's signature)