

**Polk County School District
School Nutrition Program
Invitation for Proposal Pizza Products and Equipment**

Date of release: December 10, 2019
Submission deadlines: January 3, 2020 at 11:00 a.m.

Mail or hand deliver:
Polk School District, School Nutrition Program
2221 Old Cedartown Road
Cedartown, Georgia 30125
ATTN: Dr. Linda D. Holland
Electronic mail or facsimile submissions will not be accepted.

Clarifications: Questions or requests for clarifications must be submitted via email to linda.holland@polk.k12.ga.us
Questions or requests for clarifications must be submitted by 12:00 p.m., December 20, 2019.
Responses will be made via email to all parties and posted at <https://www.polk.k12.ga.us/Content2/1054>

Opening details: January 3, 2020 at 1:00 p.m.
Polk School District, School Nutrition Program BLD
2221 Old Cedartown Road
Cedartown, Georgia 30125

Notice to proceed: No later than 4:00 p.m., Wednesday, January 15, 2020
Initial year: SY 2020-21

Contract period: Contract includes the provisions for renewals.

Type of contract: Bottom line cost with escalation/de-escalation requests at Proposal renewal. Rebates, discounts, additional services provided without cost will all be considered.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

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Scope and purpose

The Polk School District Nutrition Program is seeking a vendor that will provide all supplies, advertising and equipment for onsite pizzas and calzones.

Proposals are due by January 3, 2020 at 11:00 a.m. Proposals will be opened on Jan 3, 2020 at 1:30 p.m. in the Polk School Nutrition Program Central Office, 2221 Old Cedartown Road, Cedartown, Georgia 30125. Dr. Linda D. Holland, Director Polk School District Nutrition Program, is Chair and contact person for this RFB and the resulting contract.

The purpose of this solicitation is to secure a responsive and responsible vendor for School Nutrition Service that will provide all supplies, advertising and equipment for onsite pizzas and calzones production and service. The responsible vendor must have demonstrated both production capacity as well as delivery and billing ability to serve School Districts.

This solicitation is seeking to identify and select one (1) vendor to provide the items as listed and described in Attachment B Specifications. The selected vendor shall provide products in accordance with the Standard Terms and Conditions, Special Instruction of this Proposal.

Estimated purchase quantities have been provided, but are to be treated as estimates only. Actual purchases may be greater or less than estimated quantities. Vendor may not require purchase up to or only estimated quantities. Polk School District is not liable for any costs associated with providing a response to this Proposal.

The Polk School District reserves the right to accept or reject any or all Proposals, or to accept any part of a Proposal without accepting the whole thereof, or to accept such Proposal as they deem to be in the best interest of Polk School District.

Contract Time Period

Initial Term – The initial term of this contract, which results from the award of the IFP, shall commence on January 8, and end on June 30, 2020.

Renewal Option – This contract may be renewed for up to (4) one year terms at the same terms, and conditions by written mutual agreement of both parties. This written emailed renewal statements will be completed no later than thirty days prior to end of the Proposal term.

Proposal Submission Procedures

Polk School District is not liable for any costs incurred by Proposer in submission of this Proposal. Costs associated with developing the Proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this IFB are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by Polk School District and/or School Districts participating in this Proposal.

Proposals must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, "IFB for PIZZA." Proposals may be mailed or hand delivered. No email or facsimile Proposal submissions will be accepted. It is the sole responsibility of the Proposer to ensure all Proposal documents are received at the Polk School Nutrition Program on Friday, January 3, 2020 by 11:00 a.m.

Glossary of terms

Addendum	Change, addition, alteration, correction, or revision to the solicitation or contract document following award.
Amendment	Change, addition, alteration, correction, or revision required prior to solicitation submission date/time
Proposer	A firm, individual, or corporation submitting a Proposal in response to this IFP or RFP.
Proposal unit	Unit designation by which pricing will be compared. Unit cost, freights, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated Proposal unit. In some instances, the Proposal unit and the package unit may be the same.
Proposal units/case	The number of individual Proposal units per delivered case of product.
Contract Documents	Agreement between the School Nutrition Department and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.
Contractor/Vendor	The provider of the goods and/or services under the Contract.
Invitation for Proposal (IFB)	A type of solicitation document used in competitive sealed proposal, where the primary consideration is cost and the expectation is that competitive Proposals will be received and an acceptance (award) will be made to the responsive and responsible Proposer whose Proposal is lowest in price. An IFB is a formal method of procurement that uses sealed Proposer and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and Proposals shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the Proposals.
Force Majeure	A condition typically caused by catastrophic conditions which cause unforeseen, drastic increase in raw goods used in the manufacturing process or fuel costs. Simple increases in product or fuel costs are not considered "force majeure".
USDA	United States Department of Agriculture

Checklist

POLK SCHOOL DISTRICT Proposal Solicitation

Company name: _____

Authorized representative: _____

Date: _____

By submitting a response to this solicitation, the Proposer's authorized representative acknowledges that he/she:

- Has read all information and instructions contained herein
- Agrees to comply with the requirements and instructions contained herein
- Is authorized to legally bind his/her company to meet the requirements of the contract

Submission:

Clearly label the front of the outside submission envelope:

IFB for Pizza Products and Equipment

ATTN: Dr. Linda D. Holland

Polk School District School Nutrition Director

Items which must be returned:

- Proof of insurance
- Appendix A: Contract Signature Page and Vendor Checklist
- Appendix C: Vendor Proposal Submission Form
- Appendix D: Lobbying Form & Disclosure
- Appendix E: Contractor Affidavit
- Appendix F: Debarment, Suspension, Ineligibility Certification
- Appendix G: Georgia Security and Immigration Compliance Act Form
- Appendix H: POLK SCHOOL DISTRICT Buy American Certification

Standard Terms and Conditions

Assignment

No part of this contract nor any of its provisions may be assigned, sub-contracted, or transferred without the written consent of the Proposal administrator or his/her designee.

Award Determination

This solicitation will be awarded to a single vendor. Proposal prices must be guaranteed for term year of Proposal.

POLK SCHOOL DISTRICT reserves the right, in its sole discretion, to accept or reject any or all Proposals or parts thereof.

Award will be made to the most responsible, responsive Proposer's based on price, product acceptability, product availability, past vendor experience, references, and compliance with solicitation specific specifications and requirements.

Evaluation Factors: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible Proposer whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this RFP. The following criteria will be used in the evaluation process:

(a) **Costs:** Costs shall include all charges of food products. Delivery charges must be included in the cost of the food. No hidden costs or charges will be accepted. The District shall incur the costs of food only. The exception will be if up-charges for equipment are added and must be documented and reported to ensure that the prices change once the equipment is paid off.

(b) **Product Quality (including taste) and Nutritional Value:** Part of the evaluation process will be a taste test to sample the proposed products. Vendors will be required to assemble and cook the pizzas onsite so they will be fresh. The exact date, time and location of the taste testing is TBD (to be determined). Vendors submitting proposals will be noted upon receipt of the proposal the exact date, time and location of the taste test. The evaluated products must be approved by at least seventy-five percent of the students and staff that test the products.

(c) **References and Performance Capability:** Three (3) references are required for contracts of similar service and scope of work. The District must be able to visit several sites under production, with the same program as requested in this solicitation prior to award of contract.

(d) Branding of Products: Branded products must be provided for the pizza program. All scrappers, boxes, and packaging containers must have eye appeal labels or markings. Large promotional posters and signs must be available to promote new products on a monthly basis at a minimum.

Grading Format- Each of the above listed criteria will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

POINT EVALUATION VALUES

Criterion	Point Value
Costs	55
Product Quality and Nutritional Value	15
References and Performance Capability (proven ability to increase participation)	15
Branding of Products/Marketing Program	10
Other 9value added programs not spec'd)	5
Total Points	100

Proposer Responsibility

It is the responsibility of each Proposer to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing an offer after the offer due date and time, nor shall it give rise to any contract claim. Lack of care in preparing an offer shall not be grounds for pricing adjustments which do not benefit Polk School District.

Solicitation submission instructions

Submissions must comply with the following requirements:

1. Two (2) printed copies of all sheets requiring signatures as well as printed copies of the pricing submission worksheet must be submitted. *Please do not return all pages of this solicitation, only those which require signatures or information are necessary to be returned. See Proposer's checklist.*
2. Corrections of errors for manual entry items should be crossed out, corrections entered, and initialed by the person authorized to sign the proposal. Erasures or the use of "White Out" or other correction film may be cause for rejection. No proposal shall be altered or amended after the deadline set for submission.

4. Submissions must be clearly marked "IFB for Pizza" on the outside of the submission envelope.
5. Proposal submitted by facsimile or electronic mail will not be accepted.
6. Pricing must be submitted using the provided worksheet which is part of the solicitation document. Pricing may not be submitted on company produced forms.

By submitting your proposal, you are guaranteeing that your company can provide goods and services to meet the requirements of this solicitation during the contract period. Delivery dates, locations and pack specific instructions will be mutually agreed upon by School District School Nutrition Director/Manager and successful Proposer.

Buy American Provision

Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the NSLP and SBP to purchase, to the maximum extent possible, domestic commodities or products used in meals served in the NSLP and SBP. "Domestic commodity or product" is defined as one that is produced in the United States and over 51 percent of the final processed product consists of agricultural commodities that are grown domestically.

The pricing worksheet includes a column in which vendors shall note items which may be sourced from non-domestic locations. Items which are marked as potential for non-domestic should then be carried to the non-domestic worksheet for further explanation. If a domestic product is awarded and becomes unavailable, the vendor must notify school districts prior to delivering a non-domestic product.

Products which have multiple ingredients are expected to contain at least 51% American origin ingredients. Products which do not contain at least 51% American origin ingredients must have a statement on file with POLK SCHOOL DISTRICT Uniform School Nutrition Proposal Chair justifying the non-domestic origin of the ingredients.

Civil Rights Provision

The vendor offering products or services under this solicitation must comply with the provisions of the Civil Rights Act current civil rights (Attachment I).

The vendor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with vendor's performance of work under this contract, vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national

origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

The Proposer hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

USDA is an equal opportunity provider and employer.

Clean Water/Clean Air Act

Vendor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h) Clean Air and Water Certification). Vendor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Agency (EPA) list of violating facilities. Vendor will immediately notify POLK SCHOOL DISTRICT DIRECTOR of SCHOOL NUTRITION of the receipt of any communication indicating that any of the vendor's facilities are under consideration to be listed on the EPA list of violating facilities.

Code of Conduct

All representatives of POLK SCHOOL DISTRICT will conduct themselves in a manner which reflects the highest level of professionalism at all times and in a manner consistent with the State of Georgia Code of Ethics as set forth by the Georgia Professional Standards Commission. POLK SCHOOL DISTRICT will maintain and follow a School District/System School Nutrition Department specific code of ethics.

Competition

This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it is the responsibility of the interested vendor to notify POLK SCHOOL DISTRICT DIRECTOR OF SCHOOL NUTRITION in writing of the concern so as to be received at least five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award. This correspondence may be mailed to: Dr. Linda Holland, 2221 Old Cedartown Road, Cedartown, GA 30125.

Contract Management

POLK SCHOOL DISTRICT School Nutrition Director will maintain a local procurement plan which includes contract management procedures. These procedures will include methods by which contract disputes (pricing issues, delivery and service issues, etc.) will be addressed and documented.

Contract Period/Option to Extend

The initial term of this contract will be for one year commencing on the dates specified herein. POLK SCHOOL DISTRICT reserves the right, but is not required, to renew the contract for up to four (4) additional one (1) year period(s) upon the mutual agreement of both parties. Renewal periods, if approved, will cover the period of July 1, through June 30, of the appropriate year(s). School Nutrition Program may be added or removed from this Proposal contract during the annual request for renewal of Proposal upon mutual agreement of vendor and POLK SCHOOL DISTRICT.

Debarment and Suspension

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the Proposer is testifying that the company he/she represents is not debarred, suspended and nor does it have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified by entering vender provided DUN number into the search engine:
<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

Default

In case of default by the vendor, POLK SCHOOL DISTRICT has the right to purchase any or all items in default on the open market, with the vendor awarded this solicitation bearing any additional cost which must be reimbursed to POLK SCHOOL DISTRICT within thirty (30) days of notification of such costs. The defaulting vendor shall not be considered a responsible Proposer for at least three future solicitations after the contract period during which the default existed. Further, the defaulting vendor may be banned outright from future procurement opportunities.

POLK SCHOOL DISTRICT will notify the vendor either via electronic mail or other method in writing that POLK SCHOOL DISTRICT considers the contractor to be in default. POLK SCHOOL DISTRICT may, at that point, choose to suspend the contract, in whole or in part, pending remedy of the default. If the defaulting party is diligently attempting to cure such default, POLK SCHOOL DISTRICT may choose to allow the contract to continue, pending satisfactory resolution or POLK SCHOOL DISTRICT may choose to suspend the contract.

Drug Free Workplace Act

The vendor must comply with all terms and conditions of the Drug Free Workplace Act (O.C.G.A. 50-24-3). Additionally, vendor must ensure that all representatives observe tobacco, alcohol, and drug free campus requirements. "Campus" includes all school property *including* parking lots and access roads.

The vendor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.

Energy Policy and Conservation Act

Vendors 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 (PL 94-163, 89 Stat. 871).

Equal Employment Opportunity Compliance

In accordance with Federal Law and U. S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Exceptions to Terms and Conditions

A Proposer who takes exception to a material requirement of any part of this solicitation, including a material term and condition, may be rejected.

Force Majeure

The vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the vendor. Such causes may include,

but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and usually severe weather. In every case the failure to perform must be beyond the control and without the fault or negligence of the vendor.

Written, third party documentation shall be required to support any instance when Force Majeure has been claimed and pricing has been adjusted. Flat fuel surcharges are not allowed.

Force Majeure pricing is intended to be emergency and short-term. Conditions which caused the force majeure claim will be monitored closely to ensure prices revert to contract prices as quickly as possible.

Georgia Law

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of Georgia which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the successful Proposer agrees to subject him/herself to the jurisdiction and process of the courts of the Georgia as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Hold Harmless

The vendor shall hold harmless and indemnify POLK SCHOOL DISTRICT, its respective officers, and employees for every claim, demand, suit, and award which may be made from any and all damages and claims which may be made by reason of:

- 1) Any injury or death to person or property damage or loss sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the vendor or any person, firm or corporation, directly or indirectly employed by it upon, or in connection with its performance under this contract;
- 2) Any liability that may arise from the furnishing or use of any copyrighted or not copyrighted formula, secret process, patented or not patented invention in the performance of the services called for under the contract;
- 3) The vendor, at its own expense and risk, shall bear all reasonable attorneys' fees, costs, and expenses which may be incurred in defending against any legal proceeding which may be brought against POLK SCHOOL DISTRICT as well as its officers and employees, on any such demand, and satisfy any judgment that may be rendered against any one of them.

Insurance Requirements

The vendor shall provide and maintain during the entire period of performance under this contract, the following minimum insurance:

- A. **Workman's Compensation:** Coverage of all individuals engaged in any work under this contract, and meeting the requirements of Georgia Law regarding workman's compensation insurance. Bodily injury by Accident-Each employee-\$100,000
Bodily injury by Disease-Each employee-\$100,000
Bodily injury by Disease-Policy Limit-\$500,000
- B. **Comprehensive General Liability:** Limits of coverage shall not be less than \$300,000 per occurrence for bodily injury and \$100,000 property damage per accident.
- C. **Comprehensive Automobile Liability:** Limits of coverage shall not be less than \$100,000 per person and \$300,000 per accident for bodily injury and \$100,000 property damage.

Proposer must provide proof of insurance coverage as part of submitted documents.

Lobbying

Per CFR 7.3018, a Lobbying Certification and Disclosure must be completed for all Proposals \$100,000 and over.

Minority and Small Business Assurances (HUB Statement)

It is the intent of this Proposal and POLK SCHOOL DISTRICT to provide maximum practicable opportunities to small businesses, minority firms, women's enterprises and labor surplus area firms.

Non-Appropriations

Any contract entered into by POLK SCHOOL DISTRICT resulting from this solicitation shall be subject to cancellation without damage or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year or appropriated period.

Non-Collusion

Proposer certifies by presenting this offer that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. Vendor certifies understanding that collusive Proposals is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. Vendor agrees to a Proposal by all conditions of this solicitation, and certify that the person signing the proposal certification is authorized to offer this proposal for the vendor. Vendor further certifies that the provisions of O. C. G. A. 45-10-20 et seq. have not and will not be violated in any respect.

Proposer certifies that he/she will comply with USDA Federal Regulations regarding procurement for Child Nutrition Programs – 7 CFR Part 3015 to CFE Part 3016 and 3019.

Procurement

The procurement is intended to comply with all federal, state and local procurement laws. Federal Procurement Laws and Regulations are contained in 7 CFR Part 3016, 7 CFR Part 3019; 7 CFR Part 210, and 7 CFR Part 250.

Prohibition Against Conflicts of Interests, Gratuities and Kickbacks

"Any employee or any official of POLK SCHOOL DISTRICT, elected or appointed, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, procurement for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

Proposer Qualification

Proposers must, upon request of POLK SCHOOL DISTRICT, furnish satisfactory evidence of their ability to provide products in accordance with the terms and conditions of these specifications. POLK SCHOOL DISTRICT reserves the right to make the final determination as to their ability to provide the products requested herein.

Retention of and Access to Records

The Proposer agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment. POLK SCHOOL DISTRICT, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or f is in progress, records shall be maintained until stated matter is closed.

Right to Protest

Any protests arising from this solicitation and award shall be made in writing and shall be delivered to Dr. Linda D. Holland, Polk School Nutrition Director, 2221 Old Cedartown Road, Cedartown, Georgia 30125. The protest shall be filed no later than ten (10) days after the award notice and shall include:

- The name, address, and telephone number of the protester
- The signature of the protester or an authorized representative of the protester
- Identification of the purchasing agency and the solicitation or contract details
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents
- The form of relief requested

A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

Failure to follow proper protest procedures shall render protester's claim null and void.

Right to Reject

POLK SCHOOL DISTRICT reserves the right to reject any and all proposals as well as to cancel and reissue the solicitation.

Right to Restrict

POLK SCHOOL DISTRICT reserves the right to refuse to allow any vendor to participate in the proposal process if, in its sole judgment, such action is deemed to be in the best interest of POLK SCHOOL DISTRICT. POLK SCHOOL DISTRICT may choose to, but is not required to provide a reason for such determination.

Taxes

Items purchased under this contract by POLK SCHOOL DISTRICT is not subject to State and Federal Taxes. Tax exemption certificates will be furnished upon request.

Termination

Subject to the provisions below, the contract may be terminated for any reason by the school district providing a thirty (30) day advance notice in writing is given to the vendor.

- A. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of POLK SCHOOL DISTRICT without the required thirty (30) days advanced written notice, then Polk School District may negotiate reasonable termination costs, if applicable.
- B. **Termination for Cause:** Termination by Polk School District for cause, default, or negligence on the part of the vendor, will not allow any termination costs to be assessed to POLK SCHOOL DISTRICT. The thirty (30) days advance notice requirement is waived and the default provision in this Proposal shall apply. Except in dire, extreme circumstances, prior to termination for cause, the following steps will be observed:
 - 1. Contact will be made with vendor's representative/customer service agent via telephone and/or email to alert the vendor of the issue. The vendor will have no more than thirty (30) days to resolve the issue.
 - 2. At the end of thirty (30) days, if the issue still exists, a letter will be mailed to the vendor's Proposal executive who signed the Proposal document stating the problem along with a demand for resolution in thirty (30) days or less following the date of the letter.

3. Failure to resolve the problem at the close of the allotted time period will allow POLK SCHOOL DISTRICT to call for the contract to be terminated and immediately proceed with securing alternate sourcing for products.

Tie Proposal Solution

In the event of a tie Proposal, the following method will be used to resolve the tie:

- A. Vendors will provide four (4) samples of standard uniforms. A panel will blindly rank all marketing materials submitted highest to lowest as far as interest and relatability to customers. The vendor with the highest ranking of marketing materials will be considered the awarded vendor.
- B. Vendors with lowest per unit cost of all items.

Type of Contract

A bottom line cost contract with potential for escalation/de-escalation as described below will be awarded to the successful proposer by POLK SCHOOL DISTRICT period January 8, 2020, through June 30, 2020, in accordance with the provisions and conditions of this solicitation.

All prices shall remain fixed throughout the term of the contract, and Proposals containing escalation, discount, or other price adjustment provisions will be rejected.

Any decrease in pricing will be accepted anytime during the contract period upon written notification by successful Proposer to Polk School District.

The awarded vendor will be allowed to propose a one-time price increase annually when the request for contract extension is extended by Polk School District. Vendor must submit proposed price adjustments at least thirty (30) days prior to the beginning of the new contract year. Price increases must be supported by third party documentation. Price increase must be approved by Polk School District with a majority vote conducted by email or in a group meeting.

This solicitation includes the provision for contract renewals.

Withdrawal or Alteration of Offers

Offers may be withdrawn following written request on company letterhead prior to the time and date set for submission. Proposals may not be altered, amended, or withdrawn after the submission deadline.

Withheld & Non-Applicable Clauses

Federal entities are required to include the following clauses when construction or inventions are involved; however, those situations do not apply for this procurement instance.

- Copeland "Anti-Kickback Act"
- Contract Work Hours/Safety Standards Act
- Davis Bacon Act
- Rights to Inventions Made Under a Contract or Agreement

Solicitation Specific Terms and Conditions

Delivery and Ordering Requirements

POLK SCHOOL DISTRICT requires delivery to all participating School Nutrition Schools list on Appendix A. Orders and order delivery shall be supplied by the vendor and School Nutrition Program as requested and specified except during an emergency and on holidays. All orders are to be delivered on **Date determined by participating School Nutrition Manager**. Delivery schedules that fall on a holiday will be made the following business day.

Upon delivery of product, the items will be inspected and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected products must be picked up by vendor no later than 30 days without any cost to POLK SCHOOL DISTRICT.

POLK SCHOOL DISTRICT expects deliveries to fulfill orders accurately and at a 100% fill rate. Repeated instances of less than complete and/or inaccurate deliveries may result in POLK SCHOOL DISTRICT deeming the provider non-responsible. Repeated instances of less than complete and/or inaccurate may result in POLK SCHOOL DISTRICT terminating the contract.

Credit or replacement will be issued for damaged or unacceptable items. All such transactions are to be worked out with each participant School Nutrition Program Director and School Manager. Replacement of damaged or unacceptable items will be made no later than 10 days of delivery.

Shipments of items with brand name or specifications other than those listed or having be prior approved as acceptable equal, shall be rejected or returned to the vendor at the vendor's expense unless prior arrangements have be made with the Director of School Nutrition. Substitutions may be made only with prior approval of Polk School District School Nutrition Director or School Manager receiving substitution. All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the Proposal. Substitutions are to be priced at the same cost per unit or lower than the original awarded Proposal item.

Proposal Evaluation

This solicitation will be awarded based on the following criteria:

- A. Vendor with the lowest per unit cost of specified items
- B. Most responsive and responsible vendor
- C. Product Proposal is of quality specified or better quality of competitive Proposal specifications

Delivery Statements/Invoicing

Deliveries must be accompanied by at least two (2) copies of a delivery invoice. Deliveries which are made without proper invoices may result in payment delay.

Invoices must include, at a minimum, the following items:

- Site at which delivery was made
- Date of delivery/invoice
- All products delivered
- Quantities of each by amount delivered
- Price per unit of each item
- Extended price for each item quantity
- Total cost of the delivery

The vendor's invoice left at the time of delivery shall agree with the amount of product delivered. Delivery invoices and credits shall resolve to vendor provided order statement. Order statements shall be submitted to the SNP Central Office no later than the 5 days following deliveries. Payment shall be made within thirty (30) days following delivery.

APPENDIX SECTION

Appendix A- Contract Signature Page

This agreement is dated as of _____ by and between the Polk School District Board of Education, School Nutrition Department, (hereinafter call Board/SNP) and _____ hereinafter called CONTRACTOR.

Board/SNP and Contractor, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

CONTRACTOR shall supply and deliver Items to the Board/SNP's Schools of POLK SCHOOL DISTRICT.

ARTICLE 2. CONTRACT TIME

The deliveries shall be in accordance with this Agreement, and are to be completed as specified in IFB.

ARTICLE 3. CONTRACT PRICE

Polk School District Board/SNP shall be fully responsible for payment to CONTRACTOR for delivery of Proposal Items order in accordance with CONTRACTOR'S Proposal, which is attached hereto. Each participating is individually full responsible for payment to Board/SNP CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents as specified in IFB shall be sent to each participating Board/SNP. Address for invoice mailing and billing communications is:

Polk School District School Nutrition Program, 2221 Old Cedartown Road, Cedartown, GA 30125.

Appendix B- Proposal Specifications/Descriptions

1. This program shall encompass two high schools. The District reserves the right to expand or reduce the size of this program based on the needs of the District.

2. Training:

(a) The successful vendor must have staff for training purposes. Prior to beginning operation of this program within the schools, The School Nutrition Director and/or designee(s) shall personally receive two (2) full days of onsite in school training, up to 8 hours each day at no costs to the District.

(2) In addition to the initial training, training must be provided at no cost to the District for each participating school site. These operations shall only be supervised by District employees who have attended and completed the startup training. As new employees and managers enter they shall receive the "startup" training at no additional cost when requested by School Nutrition Director.

(3) Retraining will be available upon request by School Nutrition Director at no additional cost. Retraining should within 30 days of request.

(4) Other on- demand training such a video and online training will be made available at no cost as needed.

3. Products, Supplies and Equipment: The successful vendor shall provide all supplies, advertising, and equipment for this program. The District shall maintain all supplies and equipment in good working condition and will be responsible for replacing any company owned graphics, signage, supplies or equipment that becomes inoperable or unsanitary due to neglect or which do not conform to the requirements established by the successful Proposer.

(a) Products: Products must be supplied to all schools in the District that are participating in the program on a weekly schedule. Refrigerated trucks must be used for all food deliveries. Delivery is acceptable from 6:00 a.m. to 1:30 p.m., Monday through Friday, except for school holidays. A copy of the District calendar is included in this solicitation for your reference.

(b) Equipment: All needed equipment (ovens, proof boxes, work tables, heated self-serve display cabinets, kiosk counters, menu boards) and small wares (Pizza pans, pan holders, pizza cutters, bread loaf pans, ingredient containers, etc.) shall be supplied to the District at no up-front cost to district. Any small wares that are lost or stolen will be replaced by the District at the District's expense. The vendor will be responsible for installation of all equipment. The District shall maintain the equipment in good working order at all times. If a piece of equipment gets broken or stops functioning from no neglect on the part of the District during the first year of warranty; at no cost to the District, the vendor will ensure repair or replacement of the equipment within forty-eight (48) hours of notification by the District.

The successful vendor shall supply the District with a list of electrical needs for operation of all electrical equipment. The District will be responsible for ensuring that all electrical connections are in place prior to beginning of this program.

2. Initial Inspection: Before commencement of the contract, the successful vendor shall make an inspection of all District Facilities for which this program is intended ensuring that the equipment

proposed for the program will work in the designated space for use and can be delivered to designated space for use from outside of building.

3. Inspections: Vendor must visit participating schools on a minimum basis of twice per year to ensure proper execution of the program. This may be accomplished by the person delivering the product(s), if they are properly trained in the handling and execution of the program.
4. The District must be able to visit several sites under production with the same program as requested in this solicitation, prior to the awarding of a contract.
5. The District reserves the right to remove any individual employed by the vendor from the District's property who may not be conducting themselves in a professional manner or dressed properly if it is the best interest of the District.
6. Upon request, vendor must be able to provide sample products to the District for sampling among students and staff.

Pizza Products Specifications:

1. Pizza dough needs to be seven inches (7") in diameter and 3 oz. made with whole wheat formula. The dough should be pre-pressed and docked. The dough should be proof ready (raw) and not par-baked. It should perform as a pan-style pizza and have the flexibility to make calzones and oven baked fold-over style sandwiches.
2. The cheese must be one-hundred percent (100%) part skimmed Mozzarella, be IQF, and meet USDA specifications for lower sodium.
3. The sauce shall be packed in gags or approved containers and made from crushed tomatoes not tomato paste.
4. The toppings shall be fillers and extenders FREE and must contain Italian sausage and pepperoni.
5. The program must offer a pre-assembled clam-shell box with a branded logo and place for marking both times and flavors. It should be made of fluted cardboard or corrugated (not chipboard) as to maintain the holding temperature of the product and offer the ability to stack the boxes without crushing.
6. The entire pizza must be able to be fully baked on a conveyer oven supplied by contractor on a belt time of 3 minutes or less. The oven should be supplied to the District at no up-front cost to the District.

Equipment Specifications:

1. All equipment and supplies must be supplied to the District at no up-front cost to the District.
2. Pizza concept equipment shall have a branded look and be supplied by the vendor at no up-front cost to the District.
3. Vendor shall supply necessary equipment to produce 30% of the total enrollment in pizzas each day ensuring that no pizza is baked more than 1 hour ahead of serving.
4. Vendor must supply one (1) three (3) or more tier self-serve pizza warmer per school for a total of eight (8).

5. Vendor must supply a six foot (6') Kiosk with a branded look. Vendor must supply one (1) kiosk per school.
6. Vendor must supply enough pizza pans per school equaling 30% of total enrollment at a minimum.
7. Successful vendor must supply assorted small wares to include, but not limited to the following: pan grippers, pizza cutters, spatulas, etc. at no cost to the District.

Products and Equipment Details and Information

(1) Provide a list and samples of branded items such as scrappers, boxes, packaging containers, napkins, etc. to be used in the pizza program.

(2) Provide a list of supplies, equipment, and small wares proposed to be used in this program.

(3) Have the capability of providing loaner equipment (pizza oven, proof box, cold bar, heated self-service display cabinet) and other needed items for equipment requiring repair in excess of twenty-four (24) hours. Replacement/loaner equipment must be of equal or better quality than the piece of equipment to be repaired.

HACCP Requirements

Polk School District expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to Proposal award, Polk School District may require documentation verifying that a written HACCP plan is followed.

Trade Name, Child Nutrition (CN) Labels and Grade

- a) Proposers are required to list packer, manufacturer's code (item number) brand, where indicated on Proposal documents.
- b) When procuring house labels, Proposer is required to indicate packer name, packer location and product number.
- c) Grade must be listed for all food products.

Appendix C- Vendor Cost Proposal Form

Having carefully examined the Request for Proposal documents provided and held to actual or implied knowledge of the premises and conditions affecting the work, the undersigned proposes to furnish all service, labor and materials called for by them. No proposal may be withdrawn for a period of 120 days after time set for opening of proposals has been called on the date of opening.

GRAND TOTAL (all items) _____ (50,000 pizzas with equipment upcharges)

Company name: _____

Authorized representative: _____

Date: _____

By submitting a response to this solicitation, the Proposer's authorized representative acknowledges that he/she:

- Has read all information and instructions contained herein
- Agrees to comply with the requirements and instructions contained herein
- Is authorized to legally bind his/her company to meet the requirements of the contract

Submission:

Clearly label the front of the outside submission envelope:

IFB for Pizza

ATTN: Dr. Linda D. Holland

Polk School District School Nutrition Director

Unless items are specially excluded in the Proposal, the Board/SNP shall deem the Proposal to be complete and shall not be charged any costs above and the Proposal amount per unit as set forth by the Proposer herein.

Authorized Signature of Proposer: (This Proposal form must be signed by an individual with actual authority to bind the company.)

Signature

Title/Company

Date:

UNITED STATES DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Appendix E-Contractor Affidavit

DEBARMENT, SUSPENSION, AND INELIGIBLE STATUS

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

By signing this agreement, the Contractor is testifying that they are not debarred, suspended or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Organization Name

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

Signature(s)

Date

Appendix G- Proposal Certificate/Contact Agreement

Polk School District
Pizza Products and Services RFP
Proposal Certification/Contract Agreement

This contract agreement must be completed by the vendor and returned with the submission.

I have, as an authorized representative of this vendor, carefully examined and fully understand the General and Solicitation Specific Terms and Conditions and related documents. By signing below and submitted this proposal, we agree to all terms and conditions by so signing this document.

As part of this submission, pricing reflects delivery to schools.

Signature (authorized company official): _____

Print or type name: _____

Title: _____

Company: _____

DUNS Number: _____

Date _____

Appendix I:

The Civil Rights Assurance:

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider

Appendix J -Participating Polk School District Schools

Rockmart High
990 Cartersville Hwy.
Rockmart, Georgia 30153

Cedartown High
167 Frank Lott Drive
Cedartown, Georgia 30125