

**St. Johns County School District**  
Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084



# INVITATION TO BID (ITB)

## REQUIRED RESPONSE FORM

BID NO.: 2020-23  
RELEASE DATE: June 22, 2020

**INVITATION TO BID TITLE:**  
**Fresh Baked Pizza Products**

F.O.B. Destination: **District Wide**

**CONTACT:** Patrick Snodgrass  
Director of Purchasing  
(904) 547-8941  
patrick.snodgrass@stjohns.k12.fl.us

**BID DUE DATE AND TIME: July 22, 2020 @ 1:30 pm**  
**BID OPENING DATE AND TIME: July 22, 2020 @ 2:00 pm**

**SUBMIT BID TO:** Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

**BID OPENING LOCATION:** Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

**REQUIRED SUBMITTALS CHECKLIST** - Each submittal checked below is **required** for Bid to be considered.

- Literature     Specifications     Catalogs     Product Samples: See Special Conditions  
 Debarment Form     Manufacturer's Certificate of Warranty  
 Drug-Free Workplace Certification     List of References  
 Certificate of Insurance: See Special Conditions  
 Additional submittals specific to this ITB may also be required – See Special Conditions for details

**BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_ FEIN: \_\_\_\_\_

**Signature of Owner or Authorized Officer/Agent** \_\_\_\_\_ Telephone: \_\_\_\_\_

Typed Name of Above: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the Bidder, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Bidder: To ensure acceptance of the bid follow these instructions:

1. **DEFINITIONS:** For purpose of these General Conditions "ITB" refers to the Invitation to Bid. "Bid" refers to the completed ITB Required Response Form above, together with all supporting documentations and submittals. "Bidder" or "Contractor" or "Respondent" or "Vendor" refers to the entity or person that submits the Bid. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the ITB. "Conditions" refers to both the General Conditions and the Special Conditions of this ITB.
2. **EXECUTION OF BID:** The ITB Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Bid and all required submittals. All Bids must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Bid even when using opaque correction fluid. Any illegible entries will not be considered for award. The ITB General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Bid or otherwise by the Bidder. In the event of any conflict between the Conditions and specifications of the ITB and the terms and conditions of the Bid, the Conditions and specifications of the ITB take precedence. Any failure to comply with the ITB Conditions or specifications or attempt to alter them by the Bidder shall be grounds for rejection of the Bid.
3. **SUBMISSION OF BID:** The completed Bid must be submitted in a sealed envelope with the ITB title and bid number on the outside. Bids must be time stamped by the Purchasing Department prior to the ITB due time on date due. No Bid will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Bids submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this ITB.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for a particular ITB. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the ITB. In case of discrepancy in computing the amount of the Bid, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Bidder is responsible for freight charges. Bidder owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
  - a) **Taxes:** The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
  - b) **Mistakes:** Bidders are expected to examine the General and Special Conditions, specifications, delivery schedules, Bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
  - c) **Conditions and Packaging:** It is understood and agreed that any item offered or shipped as a result of this ITB shall be new (current production model at the time of this ITB) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - d) **Underwriters' Laboratories:** Unless otherwise stipulated in the ITB, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
  - e) **Preference for St. Johns County Bidders:** For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Bidders, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
6. **BRAND NAMES:** The District reserves the right to invite Bids for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Bidder may propose a substitute product of equal quality and functionality unless the Conditions or specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Bidder's responsibility to submit

with the Bid brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.

7. **QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period, the successful Bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
8. **SAMPLES:** Samples of items, when required, must be furnished free of expense by the ITB due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within thirty (30) days after ITB opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name, ITB number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the ITB. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Building 5, St. Augustine, FL 32084.
9. **TESTING:** Items proposed may be tested for compliance with ITB Conditions and specifications.
10. **NON-CONFORMITY:** Items delivered that do not conform to ITB Conditions or specifications may be rejected and returned at Bidder's expense. Goods or services not delivered as per delivery date in ITB and/or purchase order may be purchased on the open market. The Bidder shall be responsible for any additional cost. Any violation of these stipulations may also result in Bidder being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
11. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Bid must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
12. **REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the ITB Conditions and specifications will be made to any Bidder orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB. Only the interpretation or correction so given by the Purchasing Department Representative, by email or in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Conditions and specifications.
13. **DISPUTE:** Any dispute concerning the Conditions or specifications of this ITB or the contract resulting from this ITB shall be decided by Purchasing Department and that decision shall be final.
14. **AWARDS:** Bids shall be reviewed in accordance with the ITB Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all Bids; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any Bid; to acquire additional quantities at prices quoted in the Bid unless additional quantities are not acceptable, in which case the Bid must be conspicuously labelled "BID IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the ITB shall be made in the best interest of the School District.
15. **OTHER GOVERNMENTAL AGENCIES:** Successful bidder(s) may permit any school board, community college, state university, municipality, or other governmental entity, to include public charter schools, to purchase goods or services based on the contract awarded as a result of this ITB. Such purchases shall be governed by the same terms and conditions as stated herein.
16. **MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, ITB number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) ITB number.
17. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Bidder and return product at Bidder's expense.
18. **BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.

19. **COPYRIGHT AND PATENT RIGHTS:** The Bidder, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the Bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
20. **OSHA:** The Bidder warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
21. **LEGAL REQUIREMENTS:** The Bidder shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.
22. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any Board employee who owns directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Bidder's firm.
23. **ANTI-DISCRIMINATION:** The Bidder certifies that Bidder is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
24. **LICENSES AND PERMITS:** The Bidder shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the ITB award.
25. **BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful Bidders. After acceptance of Bid, the Board will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the Bid bond will be returned to the successful Bidder.
26. **DEFAULT AND REMEDIES:** The following remedies for default shall apply.
  - a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Bidder to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Bidder to deliver on time. Therefore, in the event the successful Bidder fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Bidder in an amount equal to 25% of the unit price Bid, times the quantity. The successful Bidder shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
  - b) **Other Default.** In the event of default for any reason other than the failure of the successful Bidder to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
27. **TERMINATION:** In the event any of the provisions of this ITB are violated by the Bidder, the Purchasing Department reserves the right to reject its Bid. Furthermore, the School Board reserves the right to terminate any contract resulting from this ITB for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
28. **FACILITIES:** The Board reserves the right to inspect the Bidder's facilities at any time with prior notice.
29. **ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Bidder by virtue of proposing, certifies by signing Bid, that if awarded any portion of this Bid, will supply only material or equipment that is 100% asbestos free.
30. **INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Bid and any contract awarded to Bidder as a result of this ITB, the Bidder shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Bidder, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.
31. **CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to

rule out that Bidder's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

**For this ITB:**

- A.  Student contact not anticipated
- B.  Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if requested and the contractor meets clearance requirements.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

**The Bidder acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Bidder shall be responsible for the expense of the background screening of its employees.**

- 32. **VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this ITB shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 33. **WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this ITB or any contract awarded upon this ITB. This provision is a material inducement for the School Board to enter into a contract with the successful Bidder.
- 34. **LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any ITB or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any Bidder or any individuals that lobby on behalf of Bidder will result in rejection/disqualification of said Bid.
- 35. **ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under Bid contract without the prior written consent of the School Board.
- 36. **PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. **COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- 38. **PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 39. **COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS:** The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
  - a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
  - b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]
- 40. **PURCHASING AGREEMENTS AND STATE TERM CONTRACTS:** The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.
- 41. **DISCRIMINATORY VENDOR LIST:** Pursuant to Florida Statute 287.134, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

- 42. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

- 43. PUBLIC RECORDS AND CONFIDENTIALITY:** Subject to the limited confidentiality afforded pending competitive solicitation by Florida Statute 119.071, the ITB and all Bids are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a Bid, Bidders will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the School District all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; [sjpubrec@stjohns.k12.fl.us](mailto:sjpubrec@stjohns.k12.fl.us) ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084**

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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.

## Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
  - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
  - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
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.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

## DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies 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 action 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.

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(Vendor's Signature)





**BIDDER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

(Must be completed & submitted with each competitive solicitation)

Bid number and description: \_\_\_\_\_

Identify the state in which the Vendor has its principal place of business: \_\_\_\_\_

**Instructions: IF your principal place of business above is located within the State of Florida, the Vendor must sign below and submit this form with your bid response, no further action is required.**

**However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.**

**OPINION OF OUT –OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES**

(To be completed by the Attorney for an Out-of-State Vendor)

**NOTICE:** Section 287.084(2), Florida Statute, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also: Section 287.084(1), Florida Statutes.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

(Please Select One)

\_\_\_\_\_ The Vendor’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_\_ The Vendor’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

\_\_\_\_\_  
\_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

(Please Select One)

\_\_\_\_\_ The Vendor’s principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The Vendor’s principal place of business is in the political subdivision of \_\_\_\_\_ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

\_\_\_\_\_  
\_\_\_\_\_

Signature of out-of-state Vendor’s attorney: \_\_\_\_\_

Attorney’s printed name: \_\_\_\_\_

Address of out-of-state Vendor’s attorney: \_\_\_\_\_

Phone number/e-mail of out-of-state Vendor’s attorney: \_\_\_\_\_

Attorney’s states of bar admission: \_\_\_\_\_

Vendor’s Signature: \_\_\_\_\_

Vendor’s Printed Name: \_\_\_\_\_

## **EDGAR CERTIFICATIONS**

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Guidelines ("EDGAR"). The following certifications and provisions are required and apply when the St. Johns County School Board ("School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29**

## EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

**(H) Energy Policy and Conservation Act (42 U.S.C. 6201).** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

**(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.**

**EDGAR CERTIFICATIONS (continued)**

**Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies 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 an 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 to any person for influencing or attempting to influence an officer or employee of any agency, 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 covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**RECORDS RETENTION**

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Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

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**RECOVERED MATERIALS**

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Recovered Materials (2 CFR §200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

## Bid #2020-23 Fresh Baked Pizza Products

### ST. JOHNS COUNTY SCHOOL DISTRICT

#### INVITATION TO BID

#### SPECIAL CONDITIONS

##### 1.0 **INTRODUCTION**

- 1.1 The St. Johns County School District (hereinafter referred to as SJCS D) is requesting bid pricing from qualified suppliers for the purchase and delivery of fresh baked pizza products. Products will be purchased on an as needed basis. SJCS D makes no guarantee of a specific amount of products to be purchased under this bid.
- 1.2 **All Vendors requiring access to schools and facilities will be required to participate in a COVID-19 Health Screening Process. This will remain in effect until further notice.**

##### 2.0 **INSTRUCTIONS FOR BID SUBMITTAL**

- 2.1 All bids must be received no later than, July 22, 2020 @ 1:30 PM and must be delivered to:

St. Johns County School District  
Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

If a bid is transmitted by US mail or other delivery medium, the bidder will be responsible for its timely delivery to the address indicated

- 2.2 Any bid received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original bid and one photocopy of the bid must be sealed in one package and clearly labeled "Bid #2020-23 Fresh Baked Pizza Products" on the outside of the package. The legal name, address, bidder's contact person and telephone number must also be clearly noted on the outside of the package.

The manually signed original shall be clearly marked as "ORIGINAL". Once accepted, all original proposals and any copies of proposals become the sole property of SJCS D and may be retained by SJCS D or disposed of in any manner SJCS D deems appropriate.

- 2.4 Failure to submit one original bid with a manual signature may result in rejection of the bid.

## **Bid #2020-23 Fresh Baked Pizza Products**

- 2.5 All bids must be signed by an officer or employee having the authority to legally bind the bidder.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Bidders should become familiar with any local conditions that may, in any manner, affect the services required. The bidder(s) are required to carefully examine the bid terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.8 Bids not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of SJCS D.
- 2.9 Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide SJCS D with the services specified in the bid.
- 2.10 Pursuant to Florida Statute, it is the practice of SJCS D to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of SJCS D, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

## 3.0 **AWARD**

## **Bid #2020-23 Fresh Baked Pizza Products**

- 3.1 SJCSO reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all bids.
- 3.2 SJCSO reserves the right to require bidder(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 3.3 SJCSO reserves the right, prior to Board approval, to withdraw the bid or portions thereof, without penalty.
- 3.4 SJCSO reserves the right to: (1) accept the bid of any firm to be in the best interest of the school district and (2) to reject any and/or all bids.
- 3.5 SJCSO reserves the right to conduct interviews with any of the bidders and to require a formal presentation by any of the bidders.
- 3.6 It is the intent of SJCSO to award this bid to one or more sources, as determined to be in the best interest of SJCSO.
- 3.7 The bid award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

### **4.0 CONTRACT/RENEWAL**

- 4.1 The term of this contract shall be from October 14, 2020 to October 13, 2021 and may by mutual agreement between SJCSO and the awarded vendor be renewable for up to three (3) additional one (1) year periods.
- 4.2 Pricing shall remain firm and in effect for the first twelve (12) months of the contract. Ninety (90) days prior to the end of the beginning contract year and each consecutive twelve (12) month period thereafter, the Contractor may request, in writing, an increase in the annual contract price. Any request must be accompanied by supporting documentation from the vendor. The Director of Food and Nutrition Services along with the Director of Purchasing will review all request for price adjustments. SJCSO does not make any guarantee that an increase will be granted.
- 4.3 SJCSO expects vendors to also provide information relative to cost reductions that may be available due to prevailing market conditions and to work with SJCSO in a cooperative manner to reduce cost.
- 4.4 All terms and conditions of this bid, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

### **5.0 BID INQUIRIES/NOTICES**

## **Bid #2020-23 Fresh Baked Pizza Products**

- 5.1 Any questions and inquiries concerning the Bid must be submitted via email to Patrick Snodgrass of the SJCS D Purchasing Department no later than July 6, 2020 @ 12:00 PM to:

Patrick Snodgrass  
Director of Purchasing  
[patrick.snodgrass@stjohns.k12.fl.us](mailto:patrick.snodgrass@stjohns.k12.fl.us)

Questions and inquiries received after the said date will not be considered. Questions and inquiries must reference the Bid number.

- 5.2 Those interpretations or responses to all questions and inquiries which may affect the eventual outcome of this solicitation will be posted to the DemandStar website [www.demandstar.com](http://www.demandstar.com) for all prospective Bidders to view no later than 5:00 PM, July 8, 2020.

Only the interpretation or response given by the SJCS D Purchasing Department representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Invitation to Bid. All such interpretations and supplemental instructions will be in the form of written Addenda to the Invitation to Bid.

- 5.3 Copies of addendum will also be made available for inspection at SJCS D's Purchasing Department where bid documents will be kept on file.
- 5.4 No Addendum will be issued later than July 8, 2020, except an addendum withdrawing the Invitation to Bid or one which includes postponement of the date for receipt of bids or one containing the questions and answers.
- 5.5 School board members, and school board personnel (except the Purchasing Department representative referenced above) are *not to be contacted* prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of SJCS D, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Proposals and continue through and include the date the St. Johns County School Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify a Respondent from consideration.

- 6.0 **SCOPE OF SERVICES**



## **Bid #2020-23 Fresh Baked Pizza Products**

6.1 The bid is for the purchase and delivery of fresh baked pizza products to various school sites within SJCS D, as determined by the Director of Food and Nutrition Services. The estimated volume of pizza products is approximately three hundred fifty (350) pizzas per day. SJCS D makes no guarantee of this volume during the fiscal year.

6.2 Traditional Pizza – Pizza must be a minimum of 14” and a maximum of 15” in diameter and shall be sliced into eight (8) equal slices.

### **a. Traditional Large Pepperoni Pizza**

- Whole round cheese and pepperoni pizza
- One hundred percent (100%) part skim mozzarella cheese
- 8.0 ounces cheese
- Minimum 6.0 ounces sauce
- Minimum 20.0 ounces dough
- Minimum 2.8 ounces USDA inspected pepperoni

### **b. Traditional Large Cheese Pizza**

- Whole round cheese pizza
- One hundred percent (100%) part skim mozzarella cheese
- 10.0 ounces cheese
- Minimum 6.0 ounces sauce
- Minimum 20.0 ounces dough

**c. Traditional Alternative Pizza** - At times SJCS D would like to “trade” a pizza for no additional charge. Alternative pizzas will be requested on an as needed basis. Examples of an alternative pizza include: Sausage, Veggie pizza (peppers, onions, mushrooms), or Meat Lovers pizza (pepperoni, sausage, ham).

- Whole round pizza
- One hundred percent (100%) part skim mozzarella cheese
- 8.0 ounces cheese
- Minimum 6.0 ounces sauce
- Minimum 20.0 ounces dough
- Additional alternative ingredients

6.3 Smart Snack Pizza – Pizza must be a minimum of 14” and a maximum of 15” in diameter and shall be sliced into ten (10) equal slices. Any products offered as Smart Snack Pizza must meet the following criteria:

- Be a “whole grain-rich” grain product; or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable; or
- Contain 10% of the daily value (DV) of one of the nutrients of public health concern in the 2015-2020 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).

## Bid #2020-23 Fresh Baked Pizza Products

Foods must also meet several nutrient requirements per slice:

- Calorie Limits: Entrée items:  $\leq 350$  calories
- Sodium Limits: Entrée items:  $\leq 480$  mg
- Total Fat:  $\leq 35\%$  of calories
- Saturated Fat:  $\leq 10\%$  of calories
- Trans Fat: zero grams
- Sugar Limits:  $\leq 35\%$  of weight from total sugars in foods

### a. Smart Snack Large Pepperoni Pizza

- Whole round cheese and pepperoni pizza

### b. Smart Snack Large Cheese Pizza

- Whole round cheese pizza

**c. Smart Snack Alternative Pizza** - At times SJCS D would like to “trade” a pizza for no additional charge. Alternative pizzas will be requested on an as needed basis. Examples of an alternative pizza include: Sausage, Veggie pizza (peppers, onions, mushrooms), or Meat Lovers pizza (pepperoni, sausage, ham).

- Whole round pizza

- 6.4 SJCS D reserves the right to add other products as needed. Such items may include, but are not limited to: pizza rolls, stromboli and calzones. Details will be provided to the awarded vendor, as products are needed. Prices for these items will be negotiated between the awarded vendor, the Director of Food and Nutrition Services and the Director of Purchasing.
- 6.5 All bidder’s are required to complete the bidder questionnaire – **Attachment A** and include in their submittal.
- 6.6 Products shall be delivered daily to school campuses as agreed upon by SJCS D and the awarded vendor(s). Deliveries shall be made as close to the serving time of the student meal period. Schools may receive more than one (1) delivery per day. Vendors should refer to **Attachment B** for a list of school locations and territories where delivery of product will be required. SJCS D reserves the right to modify the territories as deemed necessary. Locations may be added or deleted at the discretion of SJCS D.
- 6.7 No items are to be delivered other than those listed in this contract without the permission of the Director of Food and Nutrition Services. SJCS D is not obligated to pay for any items delivered which differ from the specifications contained in this bid.
- 6.8 The awarded vendor(s) must provide service and product to school sites in a timely manner. Product presentation must be approved by the Director of Food and Nutrition Services based on the sample product approved by SJCS D.

## **Bid #2020-23 Fresh Baked Pizza Products**

- 6.9 All products must be delivered freshly prepared and cooked daily. The boxes for delivery of product shall be delivered in insulated containers designed to maintain proper temperature, and shall be such that they can be placed in the school's heating holding cabinets at the time of delivery. It may be necessary that the awarded vendor(s) leave the pizza inside the insulated containers due to storage constraints at some locations. Inside delivery to an area designated by an authorized SJCS D representative is required.
- 6.10 The awarded vendor(s) must keep all vehicles clean and sanitary. Vehicles will be subject to periodic inspections by SJCS D.
- 6.11 The awarded vendor(s) shall accept return of all products deemed unacceptable by SJCS D or any product not delivered within the specified period.
- 6.12 The awarded vendor(s) will be required to give prompt and full credit for all products found to be damaged or not conforming to specifications. Credit may be provided in one of two ways: (1) A revised invoice notating credit or (2) Furnish additional new product in an amount to compensate for the damaged or non-compliant product, depending upon which alternative best meets SJCS D needs and shall be determined by SJCS D.
- 6.13 The awarded vendor must have production space and equipment to provide the required services. All products must be prepared according to State Board of Health and County Health Department Specifications and Regulations. All locations shall have acceptable Health Department Inspection Reports or Department Agriculture inspection reports available to SJCS D upon request. For every location where pizza will be prepared a copy of the three (3) most recent County Health Department inspection reports must be included in the bidder's submittal. County Health Department inspection reports are required for each location where products are prepared when executing the requirements of the bid. Additional locations for preparation must be approved in writing by SJCS D.
- 6.14 The awarded vendor shall permit inspection of their preparation location at any time, without notice, by an authorized representative of SJCS D.
- 6.15 All packaging materials and methods shall meet all requirements of the State Board of Health and the St. Johns County Health Department. All products shall bear commercial labels identifying them with a brand or trade name. All shipping containers must be of a suitable size and sufficient strength to properly protect the contents. Split, broken, or crushed containers will be refused.
- 6.16 Although it is not anticipated, the specific items bid may be changed if student selection purchases decline and relate a need for other product selections. Any such change will not allow any change in the awarded vendor(s) profit margin and must be verified by an audit of the vendor(s) product cost. Said audit shall be conducted by the Director of Food and Nutrition Services or designee.
- 7.0 **PRODUCT SAMPLES**

## **Bid #2020-23 Fresh Baked Pizza Products**

Samples are not required prior to the bid opening. Sample pizzas may be requested before the bid is awarded. Samples, if requested, must be delivered at a time and location determined by SJCS D at no charge. Samples must be prepared exactly according to the specifications indicated in this invitation to bid. Samples must include a complete listing of food products utilized in the preparation of the pizza product.

A taste test may be conducted by SJCS D. Other tests may be conducted by SJCS D to examine the samples for quality, temperature, adherence to specifications, appearance, and other factors. Factors examined, tests conducted, and methodology used will be determined solely by SJCS D. Test results may affect the bid award if results indicate non-compliance with specifications

### **8.0 ORDERING PROCEDURES**

- 8.1 Each cafeteria manager will place an order via telephone to the awarded vendor(s) location for that day's delivery. Vendors will fill all orders at 100% on the scheduled delivery day.
- 8.2 In the event of an emergency or power failure resulting in a school closure, early dismissal or serving lines altered due to unforeseen events, SJCS D will contact the vendor as soon as possible to cancel that day's order.

### **9.0 INVOICING PROCEDURES**

Drivers shall request the authorized SJCS D representative to verify the accuracy of quantities of each item, brand and code numbers of each item, and condition of merchandise. The authorized SJCS D representative shall sign each delivery ticket. Variations, i.e., shortages, damage, etc., shall be noted on each ticket by the authorized SJCS D representative and initialed by both the delivery driver and authorized SJCS D representative. The vendor shall not be required to issue credits for errors not detected at the time of delivery, **except for hidden damages.**

Delivery tickets must be legible with unit price listed and extensions accurately completed. Invoicing will be centralized through a single franchisee or location based on the territory awarded vendor, NOT through each individual store. Duplicate invoicing may cause delay in payment and is NOT recommended. Invoicing should include invoice number, time of delivery, items, quantity per pizza, total charge, temperature packaged, temperature delivered, school location and received by (name).

Distributors shall submit monthly statements. Each statement shall include a summary of delivery tickets (invoices) with pizza totals through the last day of each month and shall be received by the fifth of the following month. The following information must also be included on the statement: Invoice number, date, dollar amount, and school location. All statements are to be mailed to:

## **Bid #2020-23 Fresh Baked Pizza Products**

St. Johns County School District  
School Food and Nutrition Services  
3015 Lewis Speedway, Unit 7  
St. Augustine, FL 32084

### **10.0 BID PRICING**

- 10.1 Bidders are required to provide a per pizza price as indicated on the bid sheet for all traditional pizzas and all smart snack pizzas. The price must include all cost associated with production and delivery to school locations. No additional costs will be incurred by SJCSD.
- 10.2 Bidders may submit pricing for any or all territories. Bidders are required to indicate which territory for which they are submitting a bid (**see Attachment B**). Bidder must be able to provide product and service to all schools located within the territory for which a bid is submitted.
- 10.3 The bid sheet must be signed by an individual of the bidding firm that has the authority to bind the firm.

### **11.0 OTHER CONDITIONS**

- 11.1 This contract shall be governed in all respects – as to validity, construction, capacity, performance, or otherwise – by the laws of the State of Florida.
- 11.2 State agencies and child nutrition sponsoring agencies shall comply with the requirements of Title VI of the Civil Rights Act of 1964; American with Disabilities Act (ADA); Title IX of the Education Amendments of 1972: Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975.
- 11.3 Contractors providing service under this contract, herewith, assures SJCSD that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- 11.4 Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulations (41 CFR Part 60).
- 11.5 State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.
- 11.6 Contractor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, the contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

## **Bid #2020-23 Fresh Baked Pizza Products**

- 11.7 The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. SJCSO, its authorized agents and/or state/federal representatives shall have full access to, and the right to, examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- 11.8 Contractor shall 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), which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- 11.9 By signing this bid sheet the contractor certifies that this 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 respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- 11.10 Contractor shall comply with all requirements per USDA Policy Memorandum 210.21-1 and 220.17-01: Buy American Provisions.
- 11.11 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, 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.
- 11.12 Contract Work Hours and Safety Standards Act - All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations (29 CFR Part 5). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 11.13 Clean Air and Water Pollution Acts - Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

## **Bid #2020-23 Fresh Baked Pizza Products**

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 11.14 Energy Policy - 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 (42 U.S.C. 6201).
- 11.15 Recovered Materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **12.0 QUALIFICATIONS**

Vendors are required to include a copy of their Occupational License, valid in St. Johns County, in their bid submittal.

### **13.0 REFERENCES**

All bidders must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years.

### **14.0 INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the bid have minimum Liability limits of \$1,000,000.00 for both Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Bidder's insurance provider must be rated A- or better by AM Best. If the bidder's current certificate of insurance does not meet the amount required, a statement must be included with the bid document from their insurance carrier indicating that if a bid award was made to the firm, that the carrier would write the necessary insurance coverage. The successful bidder must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to

## **Bid #2020-23 Fresh Baked Pizza Products**

the next lowest responsible bidder. **Successful vendor must list St. Johns County School Board as an additional insured.**

### **15.0 VENDOR PAYMENT**

The St. Johns County School District requires all vendors responding to this bid to accept payment from SJCSO on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique “ghost” credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by SJCSO.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

### **16.0 PURCHASE ORDERS**

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to SJCSO. A commitment, either written or verbal, from SJCSO employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by SJCSO to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with SJCSO can be found on the SJCSO web site, [www.stjohns.k12.fl.us](http://www.stjohns.k12.fl.us) under the Purchasing Department.

### **17.0 TERMINATION OF CONTRACT**

SJCSO reserves the right to terminate the contract with a twenty-four (24) hour written notice to the vendor(s) for the following reasons: (1) Non-delivery of product; (2) Health Code violations.

### **18.0 PREPARATION AND SUBMISSION OF BID**

18.1 Bidder’s are requested to organize their bids in the following sequence.

18.2 **Invitation to Bid:** Required response form (page 1 of Bid) with all required information completed and all signatures as specified

18.3 **Debarment Form**



## **Bid #2020-23 Fresh Baked Pizza Products**

18.4 **Drug Free Workplace Certification**

18.5 **Principal Place of Business**

18.6 **EDGAR Certifications**

18.7 **Insurance Coverage:** Insurance certificates evidencing coverage as specified in section 14.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to the commencement of any work under this bid.

18.8 **Occupational License**

18.9 **References**

18.10 **Attachment A – Bidder Questionnaire**

18.11 **County Health Department Inspection Reports** – Copies of the last three (3) inspection reports from all locations where products are prepared when executing the requirements of the bid.

18.12 **Bid Sheet**

**Bid Sheet**

Product	Unit Price Per Pizza	Southern Territory	Northeast Territory	Northwest Territory
Traditional Large Pepperoni Pizza		Yes      No (please circle)	Yes      No (please circle)	Yes      No (please circle)
Traditional Large Cheese Pizza				
Traditional Large Alternative Pizza				
Smart Snack Large Pepperoni Pizza		Yes      No (please circle)	Yes      No (please circle)	Yes      No (please circle)
Smart Snack Large Cheese Pizza				
Smart Snack Large Alternative Pizza				

**Vendor Acknowledgement Approval**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature, is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the St. Johns County School District for the purposes as proposed and described herein.

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Attachment A  
Bidder Questionnaire**

**ALL BIDDERS ARE REQUIRED TO COMPLETE THIS QUESTIONNAIRE AND INCLUDE IN THEIR BID SUBMITTAL.**

1. Include the information on Traditional Pizza listed below. Traditional Pizzas shall be sliced into eight (8) equal slices. For the Traditional Alternative Pizza use a vegetable pizza including peppers, mushrooms and onions:

	Traditional Pepperoni Pizza	Traditional Cheese Pizza	Traditional Alternative Pizza
Diameter of Pizza (minimum 14", maximum 15")			
Ounces of Cheese per Pizza	8	8	8
Ounces of Sauce (minimum 6 ounces)			
Ounces of Dough (minimum 20 ounces)			
Ounces of Pepperoni (2.8 ounces minimum if applicable)		N/A	N/A
List Quantities of Peppers, Mushrooms and Onions	N/A	N/A	
Number of Calories per Slice			
Milligrams of Sodium per Slice			
Is Total Fat $\leq$ 35% of Calories?	Yes No (please circle)	Yes No (please circle)	Yes No (please circle)
Is Saturated Fat $\leq$ 10% of Calories?	Yes No (please circle)	Yes No (please circle)	Yes No (please circle)
Zero Grams of Trans Fat	Yes No (please circle)	Yes No (please circle)	Yes No (please circle)
Sugar: $\leq$ 35% of weight from total sugars in foods	Yes No (please circle)	Yes No (please circle)	Yes No (please circle)

**Attachment A  
Bidder Questionnaire**

2. Include the information on Smart Snack Pizza listed below. Smart Snack Pizzas shall be sliced into ten (10) equal slices. For the Smart Snack Alternative Pizza use a vegetable pizza including peppers, mushrooms and onions:

	Smart Snack Pepperoni Pizza	Smart Snack Cheese	Smart Snack Alternative Pizza
Diameter of Pizza (minimum 14", maximum 15")			
Ounces of Cheese per Pizza			
Ounces of Sauce			
Ounces of Dough			
Ounces of Pepperoni (if applicable)		N/A	N/A
List Quantities of Peppers, Mushrooms and Onions	N/A	N/A	
Number of Calories per Slice			
Milligrams of Sodium per Slice			
Is Total Fat $\leq$ 35% of Calories?	Yes No (please circle)	Yes No (please circle)	Yes No (please circle)
Is Saturated Fat $\leq$ 10% of Calories?	Yes No (please circle)	Yes No (please circle)	Yes No (please circle)
Zero Grams of Trans Fat	Yes No (please circle)	Yes No (please circle)	Yes No (please circle)
Sugar: $\leq$ 35% of weight from total sugars in foods	Yes No (please circle)	Yes No (please circle)	Yes No (please circle)

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

## Attachment B Delivery Locations

<b>SCHOOL</b>	<b>ADDRESS</b>	<b>TERRITORY</b>
Landrum Middle	230 Landrum Lane, Ponte Vedra Beach, FL 32082	Northeast
Nease High	10550 Ray Road, Ponte Vedra, FL 32081	Northeast
Ocean Palms Elementary	355 Landrum Lane, Ponte Vedra Beach, FL 32082	Northeast
Palencia Elementary	355 Palencia Village Dr, St. Augustine, FL 32095	Northeast
Palm Valley Academy	700 Bobcat Ln, Ponte Vedra, FL 32081	Northeast
Ponte Vedra High	460 Davis Park Road, Ponte Vedra, Florida 32081	Northeast
PV/PV-Rawlings Elementary	610 A1A North, Ponte Vedra Beach, FL 32082	Northeast
Valley Ridge K-8	105 Greenleaf Drive, Ponte Vedra, FL 32081	Northeast
Bartram Trail High	7399 Longleaf Pine Parkway, St Johns, FL 32259	Northwest
Creekside High	100 Knights Lane, Saint, Johns, FL 32259	Northwest
Cunningham Creek Elementary	1205 Roberts Road, St. Johns, FL 32259	Northwest
Durbin Creek Elementary	4100 Race Track Road, St. Johns, FL 32259	Northwest
Freedom Crossing Academy	1366 Shetland DR, St. Johns, FL 32259	Northwest
Fruit Cove Middle	3180 Race Track Road, St. Johns, FL 32259	Northwest
Hickory Creek Elementary	235 Hickory Creek Trail, St. Johns, FL 32259	Northwest
Julington Creek Elementary	2316 Race Track Road, St. Johns, FL 32259	Northwest
Liberty Pines K-8	10901 Russell Sampson Rd., Saint Johns, FL 32259	Northwest
Mill Creek Elementary	3750 International Golf Parkway, St. Augustine, FL 32092	Northwest
Pacetti Bay Middle	245 Meadowlark Lane, St. Augustine, FL 32092	Northwest
Patriot Oaks K-8	475 Longleaf Pine Parkway, St. Johns, FL 32259	Northwest
Picolata Elementary	2675 Pacetti Road, St. Augustine, FL 32092	Northwest
Switzerland Point Middle	777 Greenbriar Road, St. Johns, FL 32259	Northwest
Timberlin Creek Elementary	555 Pine Tree Lane, St. Augustine, FL 32092	Northwest
Wards Creek Elementary	6555 State Road 16, St. Augustine, FL 32092	Northwest
Gamble Rogers Middle	6250 US 1 South, St. Augustine, FL 32086	Southern
Crookshank Elementary	1455 N. Whitney Street, St. Augustine, FL 32084	Southern
Hartley Elementary	260 Cacique Drive, St. Augustine, FL 32086	Southern
Ketterlinus Elementary	67 Orange Street, St. Augustine, FL 32084	Southern
Murray Middle	150 North Holmes Boulevard, St. Augustine, FL 32084	Southern
Osceola Elementary	1606 Osceola Elementary Rd, St. Augustine, FL 32084	Southern
Otis Mason Elementary	207 Mason Manatee Way, St. Augustine, FL 32086	Southern
Pedro Menendez High	600 State Road 206 West, St. Augustine, FL 32086	Southern
RB Hunt Elementary	125 Magnolia Drive, St. Augustine, FL 32080	Southern
Sebastian Middle	2955 Lewis Speedway, St. Augustine, FL 32084	Southern
South Woods Elementary	4750 SR 206 W, Elkton, FL 32033	Southern
St. Augustine High	3205 Varella Avenue, St. Augustine, FL 32084	Southern
St. Johns Technical High	2980 Collins Avenue, St. Augustine, FL 32084	Southern
Webster Elementary	420 N Orange St, St. Augustine, FL 32084	Southern



## ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

**Purchasing Department**

3015 Lewis Speedway, Building 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

*Patrick Snodgrass, CPSM  
Director of Purchasing*

July 7, 2020

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** Bid #2020-23 Fresh Baked Pizza Products

The following is a list of questions that were asked along with the responses:

1. **Question:** The bid says volume will be “350 pizzas per day.” How many days a week on average?

**Answer:** Not all schools participate. Participating schools serve pizza approximately 1 – 3 days per week.

2. **Question:** 2018-19 fresh pizza volume at St Johns?

**Answer:** The approximate pizza volume for 2018-19 was 46,000.

3. **Question:** What was the winning bid price for the previous bid?

**Answer:** See attached bid tabulation for Bid #2017-25 Fresh Baked Pizza Products.

4. **Question:** What were the average pizza deliveries per school last year?

**Answer:** Pizza orders varied by schools, ranging from 1 to as many as 125 pizzas.

5. **Question:** What were the % of cheese and pepperoni pizzas sold in the 2018-19 SY?

**Answer:** The percentage of cheese and pepperoni pizzas were approximately 50% cheese and 50% pepperoni.

6. **Question:** What were the average pizza deliveries per school last year?

**Answer:** See response #4.

7. **Question:** What were the % of cheese and pepperoni pizzas sold in the 2018-19 SY?

**Answer:** See response #5.

8. **Question:** The bid says volume will be “350 pizzas per day.” How many days a week on average?

**Answer:** See response #1.

9. **Question:** 2018-19 fresh pizza volume at St Johns?

**Answer:** See response #2.

10. **Question:** What was the winning bid price for the previous bid?

**Answer:** See response #3.

Thank you for your continued participation in the bid process.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Snodgrass". The signature is fluid and cursive, with the first name "Patrick" being more prominent and the last name "Snodgrass" following in a similar style.

Patrick Snodgrass  
Director of Purchasing

Bid #2017-25 Fresh Baked Pizza Products

Released: July 10, 2017

Opened: August 9, 2017 @ 2:00 PM

Tabulation Sheet

	Bajco Florida LLC dba Papa John's Pizza			
Product	Unit Price Per Pizza	Southern Territory	Northeast Territory	Northwest Territory
Traditional Large Pepperoni Pizza	\$6.00	Yes	Yes	Yes
Traditional Large Cheese Pizza	\$6.00			
Traditional Large Alternative Pizza	\$6.00			
Smart Snack Large Pepperoni Pizza	\$6.25	Yes	Yes	Yes
Smart Snack Large Cheese Pizza	\$6.25			
Smart Snack Large Alternative Pizza	\$6.25			

One (1) response received. Recommend award to Bajco Florida LLC dba Papa John's Pizza.