Date Issued: April 6, 2018

Mulvane USD 263 Food Service requests your bid for supplying ready to serve pizza for the 2019-2020 school year. Bids and all required documents must be received at the USD 263 district office by 3:00 pm\* on Tuesday April 23<sup>rd</sup>, 2019. The bid opening will be April 24<sup>th</sup>, 2019 at 1:00 pm\* at 628 E Mulvane St, Mulvane KS 67110 in the USD 263 Administrative building in the front conference room. A sample of a cheese pizza and a pepperoni pizza will be required as a part of the bid process and must be supplied at the bid opening. Pizzas samples are supplied to allow staff to view what is expected of the delivered pizzas throughout the contract period, and temperatures will be documented. Late bids will not be accepted and USD 263 may reject any and all bids not meeting the outlined bid process and requirements. \* All times are US Central Standard Time

## Mail or hand delivered bids (sealed):

Mulvane USD 263 Food Service, Attn: "Pizza Bid 2019-2020" 628 E Mulvane St.
PO Box 130
Mulvane, KS 67110

**Emailed bids:** cgilbert@usd263.org **subject: pizza bid**, call 316-777-1102 ext 5212 to verify receipt of bid document. Emailed bids will be printed and placed into a sealed envelope for bid opening.

#### **Details:**

- 1) Bid is awarded based on price\* (\*tie will be decided by coin toss). NSLP Specs & bid requirements must be met as specified.
- 2) **HACCP**: Documentation of HACCP compliance shall be supplied to SFA upon notification of being selected for the awarded contract.
- 3) Orders will be placed for delivery via email for planned serving weeks.
- 4) Variety of pizzas will be cheese pizzas and pepperoni pizzas.
- 5) Mulvane Middle/High School will order pizza every first, third & fourth Friday of the month. Deliveries will be required at various times throughout the year. Deliveries will be made to the Mulvane Middle school & to Mulvane High School.
- 6) Mulvane Elementary Schools will order pizza the second Friday each month. Deliveries will be required at 10:30 & 11:30 unless other arrangements are required.

#### 7) APPROXIMATE QUANTITIES

- a. 35 Pizzas per order date at the Mulvane High School.
- b. 30 Pizzas per order date at the Mulvane Middle School.
- c. 60 (Approximately 30 ea. per location) Pizzas per order date at the Elementary School
- 8) Delivery procedures are as follows.
  - a. Driver must be in uniform.
  - b. Driver will come to the kitchen door with delivery.
  - c. Driver will need to allow time for staff to check quantity, quality and temperature of delivery before the staff will sign ticket.
  - d. Pizza must be delivered at a minimum of 135 degrees in an approved insulated food carrier.

- e. Special order pizzas for allergy sensitive students must be clearly marked.
- 9) Delivery Addresses:
  - a. Mulvane High School; 1900 N Rock Rd, Mulvane KS 67110
  - b. Mulvane Middle School; 915 N Westview Dr, Mulvane, KS 67110
  - c. Mulvane Grade School; 411 Se Louis Blvd, Mulvane, KS 67110
  - d. Munson Primary School; 1007 Westview Dr, Mulvane KS 67110

Nutritional Analysis and Product Formulation Documentation is required to be submitted with the sealed bid.

# **NSLP Specifications:** Each slice of pizza must meet the following specifications:

- Regular crust, we will not be using the whole grain crust for school year 2019-2020
- G/B, Minimum 2 Grain/Bread per slice.
- MMA, minimum 2 ounces Meat/Meat Alternate per slice
- Pepperoni Pizza must have a minimum of 32 pepperonis per pizza (4 per slice)
- All pizzas, cheese and pepperoni must have 16 oz. of cheese per pizza.
- No Low Fat Cheese-Must be regular Cheese
- Pizza must be cut in 8 equal slices per pizza. A pizza guide must be used to guarantee equal size slices. Mulvane food service will not pay for pizza slices that are not equal in size.

### Bidder agrees to:

### **Payments**:

1) Payment of account will be made within 30 days from receipt of invoice after BOE approval. All bills are to be sent to the following address: <u>Mulvane USD 263</u>

<u>PO Box 130</u> <u>Attn: Carla Gilbert</u> Mulvane, KS 67110

- 2) **Credits**: Credits will be given by the supplier for any product shortage, defective packages or unsatisfactory products as deemed by the SFA.
- 3) **Statements**: Statements are to clearly identify each SFA site activity by invoice number and show a total amount due for that week's activity for each SFA site. Any errors or past due balances must be submitted for review and payment requested within 30 days of receipt of payment.

Blader Contact Information	
Name of company submitting this bid:	
Printed name of person signing this form:	
Telephone #:	
Mailing address:	
E-mail address:	(Bid notices are furnished via e-mail)
Date:	
Signature	Date

Bids must contain the signature of a duly authorized officer of the organization and certifies compliance with all USDA Required Amendments and provisions on page 3 of bid document.

## **USDA** Required Amendments and provisions:

**Bidder Agrees to**: The undersigned hereby agrees to furnish to the SFA, food products as requested in this solicitation document and also certifies that:

- no person acting or employed by the SFA is directly involved in preparation of the bid or in any portion of the profits which may be derived there from; and
- as required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, participant's responsibilities, the bidder, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- Supply any required documentation regarding the **Byrd Anti-Lobbying** Amendment (31 U.S.C. 1352), **Debarment and Suspension** (E.O.s 12549 and 12689) & the **Buy American Provision** as required by 7CFR Part 210.21 (d). As outlined on the last page of this bid document.

**Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)-Contractors who apply or bid for an award of \$100,000 or more shall 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. Each tier shall 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 recipient.

**Debarment and Suspension** (E.O.s 12549 and 12689)-AII parties doing business with the Department of Agriculture should consult the Department's regulations for debarment and suspension found at 7 CFR 3017. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**Cancelation**: Contract may be canceled by either party with or without cause. A 30-day written notice of cancelation must be provided by the canceling party.

#### **Buy American Provision**

- 1. As required by the Buy American provision, all products must be of domestic origin as required by 7CFR Part 210.21 (d).
- 2. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the US or is processed in the US substantially using agricultural commodities that are produced in the US as provided in 7 CFR Part 210.21 (d).
- 3. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 10 day(s) in advance of delivery. The request must include the:
  - a. Alternative substitutes(s) that are domestic and meet the required specifications:
    - i. Price of the domestic food alternative substitute(s); and
    - ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
  - b. Reason for exception: limited/lack of availability or price (include price)
    - iii. Price of the domestic food product; and
    - iv. Price of the non-domestic product that meets the required specification of the domestic product.