



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
www.usd232.org

Jolyn Baldner
Director of Student Nutrition

Request for Proposal

Date: February 23, 2022

To: Bid Department

Items: Pizza – Department of Student Nutrition

Type of Contract: Firm Pricing Only

Period: Effective August 1, 2022 through July 31, 2023

Bid Opening: **Wednesday, March 23, 2022 at 3:15pm, Public Opening***
USD 232 De Soto Schools Administrative Office
35200 W 91st St, De Soto, Kansas 66018
All in attendance must adhere to USD 232 COVID-19 protocols.

Bid Delivery: Hand deliver or mail proposal (Sections 1 & 2 and other items requested) to the above address.
Sealed envelope must be clearly marked "Pizza Proposal" with date and time of opening.

Contacts: If you have any questions regarding this request for proposal, please contact Jolyn Baldner, Director of Student Nutrition at (913) 667-6200 or jbaldner@usd232.org .

NOTE: Bid title and name of bidder must appear on the front of sealed envelope. **Faxed bids will not be accepted.** Bids must be received in the USD 232 De Soto Administrative Office prior to bid opening. It is the responsibility of the bidder to ensure delivery of bids to the Administrative Office. Bidders shall hold all bid prices firm for acceptance for 90 calendar days after date of bid opening.

Request for Proposal

(This page to be completed by bidder)

Date Bid Invitation Issued: 2/23/2022

BIDDING FIRM SUBMITS THE FOLLOWING: _____ DATE SUBMITTED _____

Name of Bidding Firm: _____

Name & Title of Signing Officer: _____

Our bottom line bid for product PER SITE is as follows:

Pizza Items – Pricing Worksheet A (total and enter here)

De Soto High School \$ _____ OR ___ No bid for this site

Mill Valley High School \$ _____ OR ___ No bid for this site

Additional sites available for delivery:

- ___ Belmont Elementary, 5805 Belmont Dr, Shawnee
 - ___ Clear Creek Elementary, 5815 Monticello Rd, Shawnee
 - ___ Horizon Elementary, 7210 Chouteau, Shawnee
 - ___ Mize Elementary, 7301 Mize Rd, Shawnee
 - ___ Prairie Ridge Elementary, 22405 Clear Creek Pkwy, Shawnee
 - ___ Starside Elementary, 35400 W 91st Street, De Soto
 - ___ Lexington Trails Middle School, 8800 Penner Ave, De Soto
 - ___ Mill Creek Middle School, 8001 Mize Blvd, Lenexa
 - ___ Monticello Trails Middle School, 6100 Monticello Rd, Shawnee
-

Signature of Signing Officer

Date

Title

Phone

NOTE: Complete this page in INK. If corrections are needed, cross out and initial. **Do not erase.**

**** Return this page with bid packet.****

**USD 232 De Soto School District
 Pizza for High Schools 2022-2023
 Pricing Worksheet A**

Contract Type: Firm Pricing Only

<i>Delivery Site</i>	<i>Estimated Daily Units</i>	<i>Price / Unit</i>	<i>Total Price</i>
NSLP Formulation* (for daily menu & a la carte sales)			
<i>*Described in #16 in Special Bid & Contract Requirements</i>			
De Soto HS, 35000 W 91 st Street, De Soto			
1-topping, large	40 pizzas	_____	_____
<i>(includes cheese and pepperoni – other toppings as listed below)</i>			
Mill Valley HS, 5900 Monticello Rd, Shawnee			
1-topping, large	50 pizzas	_____	_____
<i>(includes cheese and pepperoni – other toppings as listed below)</i>			
Additional topping(s) offered _____			

Catering/Standard Market Formulation

Various sites (as marked on page 2)

1-topping, large	60 pizzas/month	_____	_____
<i>(includes cheese and pepperoni – other toppings as listed below)</i>			
Additional topping(s) offered _____			

NOTE: Quantities are estimated based on usage during the 2021-2022 school year. Per this bid, USD 232 reserves the right to adjust quantities throughout the 2022-2023 school year.

**** Total bid prices for estimated units and enter on Request for Proposal – Bid Summary. Return this page AND nutritional statements/data for additional items with bid packet.
 See Bidder’s checklist sheet for all required documentation.**

**** Return this page with bid packet.****

GENERAL BID AND CONTRACT REQUIREMENTS

INSTRUCTIONS

1. **Delivery of Bids:** Sealed bids will be accepted at the location on the date and hour shown on cover page, *Request for Proposal*, at which time the bids will be publicly opened.
2. **Correction of Mistakes on the Bid Form:** Erasures or the use of typewriter correction fluid on bid forms are not acceptable and may result in the rejection of the bid. Prior to submission or openings, errors may be crossed out, corrections entered, and initialed by the person signing the bid. No bids shall be altered or amended after the specified time for opening.
3. **Quantities:** It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate the School District to receive any quantity in excess of actual requirements. While the quantities shown are classified as estimates for bidding purposes, they do result from actual historic tabulation. School District authorities will make reasonable effort to fully utilize projected supplies of formula items, which may not have a market elsewhere. USD 232 De Soto makes no guarantee as to quantities and retains the right to adjust quantities based upon actual usage during the contract period. Quantity requirements for items with volatile prices shall be projected as far in advance as practical, usually with a lead-time of two to four weeks in advance of usage. Distributors are required to bid and deliver all items listed, as well as items, which may be added later. Any questions concerning a distributor's capability to bid or deliver an item must be reviewed with School District authorities at least two weeks prior to bid opening.
4. **Product Specifications:** Bidders shall supply all requested nutritional information for items with bid packet submission for review by the School District. ***This information should be supplied in digital format on a USB flash drive. Email transmission of the product specifications is not permitted.***
5. **Review of Proposals:** After the public opening of proposals, the Board of Education may require at least 10 days for review of documents prior to awards. Bidders should understand that the reason for the review of proposals, line by line, is to assess the fairness of the bid to suppliers and the School District alike.

If the bid instructions are deemed by the School District to be unclear, the School District reserves the right to reject all bids for the item in question and solicit new bids for that item after the issuance of new bid instructions. Any bid, which in the opinion of the Board of Education violates the integrity of fairness of a bid, may be rejected in total.

6. **Award of Proposal:** The award shall be made to the Bidder who receives the most points based upon the criteria listed in *#8 Evaluation of Bid*. By submitting a bid, the Bidder signifies that they understand and accept the criteria upon which their proposal will be evaluated and the sole discretion of district's evaluators to determine ranking in these categories. Award for this contract will not be based solely on the lowest cost bid. The Board of Education reserves the right to reject any or all proposals, in whole or in part, and to waive technicalities whenever it is deemed to be in the best interest of the School District. The Board of Education may, notwithstanding the terms herein, negotiate the terms of a response to this *Request for Proposal*.

**Pizza must be provided for a taste test that will be conducted at Mill Valley High School and De Soto High school after opening of bids. The School District will communicate with bidders about dates and amounts of pizza needed.*

Award of contract is not official until approved by USD 232 Board of Education. All bidders will receive an acceptance or rejection letter confirming status of the award.

7. **Bid Disclosure:** Bidder understands that the School District is subject to the Kansas Open Records Act, K.S.A 45-215 et seq., as amended, and that any proposals made in response to this Bid may be disclosed as required, in the sole opinion of the School District, by the act or other applicable

law or judicial order. The School District assumes no responsibility for such disclosure and will not held liable for any damage or injury that may result from any disclosure that may occur. The Bidder agrees to assume and pay for all costs incurred by the School District, including attorney's fees, if the Bidder requests the School District to resist disclosure of material provided to the School District by the Bidder.

8. **Evaluation of Bid:** The District will evaluate the bids in accordance with the following criteria:

Scoring Criteria	Points
Blind Taste Test Scored by students considering appearance, aroma, crust, flavor, and overall quality	25
Pizza – Pricing Scored by considering Fixed Pricing	10
Pizza – Delivery Pizza is delivered ready to eat with no additional cooking or preparation needed at delivery site	10
Nutrition All pizza nutrition information is provided and in compliance with #16 in <i>Special Bid & Contract Requirements</i>	10
Capacity A bidder must clearly demonstrate to the District the capacity, both physically and financially, to supply items to the District in economical quantities as required.	5
Reliability A bidder shall have a successful record of service, delivering all items on a regularly scheduled basis and on time. Excellent communication between vendor and district.	5
Ordering Method Vendor has proven online/email ordering system with individual log-in credentials and order tracking available via a web-based interface.	5
Delivery Schedule Submitted Vendor must be able to guarantee at least a 99% fill rate on all deliveries made to each school. In addition, all shortages deemed necessary to meet the menu demands of the program must be re-delivered.	5
Facilities and Equipment Vendor must have adequate warehouse for supplying contract products. Conditions for storing and delivery of chilled products shall be in accord with the recommended Federal Food and Drug Administration.	5
Sanitation Requirements – District officials may routinely inspect vendor's facilities. Facilities and operating practices must be continuously in compliance with the United States Food Drug and Cosmetic Act and State and local laws and regulations. HACCP compliance plan submitted.	5
Total	85

BIDDER QUALIFICATIONS

Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of School District officials, to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:

1. **Product Line:** It must be clearly evident to School District officials that the Bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral item, which might be required.
2. **Capacity:** The Bidder must clearly demonstrate to School District officials that he has the capacity, physically and financially, to supply items to the School District in economical quantities as required.
3. **Reliability:** A successful Bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A Bidder may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the Bidder and the School District.
4. **Accounting Practices:** A successful Bidder must clearly demonstrate to School District officials his capability to provide accurate, reliable and timely report, in terms of invoices, statements, credits and utilization reports. Moreover, he must demonstrate his capability to spontaneously provide data for periodic review of prices by School District officials.
5. **Ordering Method:** The kitchen site manager will place orders with at least one week advance notice via email. All catering orders will be placed by 2 pm at least one day prior to day of delivery.
6. **Facilities and Equipment:** Contractors must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accord with the AFDOS Code as recommended by the Food and Drug Administration (Federal).
7. **Sanitation Requirements:** District officials may routinely inspect facilities of the contractor. Facilities and operating practices must be continuously in compliance with the United State Food, Drug, and Cosmetic Act and State and local laws and regulations. ***Vendor's HACCP plan must be submitted with bid documentation.***
8. **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 Excluded Parties List System 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." The Excluded Parties List System in SAM 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. Debarment document must be signed and included in bid documents.
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or bid for an award of \$100,000 or more 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. 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.

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.

10. **The Anti-Kickback Act of 1986 (41 U.S.C. 51-58):** Prohibits any person from, providing or attempting to provide or offering to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described this clause.

STANDARD CONTRACT CONDITIONS

1. This contract shall be governed in all respects – as to validity, construction, capacity, performance, or otherwise – by the laws of the State of Kansas.
2. Contractors providing services under this Request for Proposal herewith assure the School District that they are conforming to the provisions of the *Civil Rights Act of 1964*, as amended, and with 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 Agreement, contractor agrees not to discriminate against any employee(s) for employment because of age, race, religious creed, sex, national origin, or disability.
3. Contractors providing services under this Request for Proposal also agree to adhere to the *USD 232 Tobacco Use Policy* enacted 8/16/10. Tobacco use of any kind is not permitted by any person (employee, student, or visitor) at any time in or on USD 232 property, whether owned, leased, or rented. Staff and students who violate this policy will be subject to disciplinary measures in accordance with applicable school and District policies. Visitors who violate this policy will be asked to cease use of tobacco products in all areas regularly accessible to others and near any facility entry, doorway, open window or air intake where smoking is prohibited. Visitors who refuse to comply with this request may be referred to school security or local law enforcement for violation of District policy and state law related to the Clean Air Act or unwanted presence on School District property.

4. Modifications, additions, or changes to the terms and conditions of this Request for Proposal may be a cause for rejection of a bid. Bidders are requested to submit all proposals on the School District official forms. Bids submitted on company forms may be rejected.
5. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment or until audited by the District, whichever is sooner. The District, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
6. By his signature on the face of this document, a Bidder certifies that his bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitted a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. The Bidder certifies that he understands collusive bidding is a violation of Federal law and can result in fines, prison sentences, and civil damage awards. He further agrees to abide by all conditions of this bid and certifies that he is authorized to sign this bid for the Bidder.
7. Any employee or any official of the School District, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

SPECIAL BID AND CONTRACT REQUIREMENTS

USD 232 proposes to contract with a vendor to furnish and deliver pizza to individual school food service operating sites of Mill Valley High School and De Soto High School to meet the National School Lunch Program regulations for the daily menu and ala carte sales.

1. **Type of Contract:** Pizza – Firm Pricing Only; Bids may be for one or both sites where pizza will be served for the National School Lunch Program. Contract will be awarded to one vendor per site or for both sites. **Award will be made based #8 of General Bid and Contract Requirements.**
2. **Prices:** Bidders shall enter all pricing data in the designated columns on the provided bid worksheet. This data shall include Brand Name/Product Number, Cost per Unit and Projected Annual Cost. All freight costs must be included in final pricing. No sales tax must be charged due to tax-exempt status of the School District.
3. **Contract Period:** This contract shall be in effect for the 2022-2023 school year running from August 1, 2022 through July 30, 2023.
4. **Ordering:** Orders will be placed by the kitchen site manager with at least one week advance notice. All catering orders will be placed by 2 pm at least one day prior to day of delivery.
5. **Order Size:** There shall be no extra charge to the School District for any delivery made directly to a school, regardless of case count or dollar value of the order. There also shall not be an extra charge for any delivery made outside the specified schedule. The School District will monitor any chronic deterioration in the order delivery schedule and act upon the problem. The School District will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.
6. **Cost of Items:** The fee structure established with the initial bid may not change during the life of the entire contract. The fee structure shall be constant on all products purchased through this agreement.
7. **Substitutions or Shortages:** The Bidder's account representative shall contact the Nutrition Services designated contact by 12:00 noon the weekday prior to delivery to discuss any shortages on the next day's delivery and any substitutions that need to be made. Substitutions will not be made without the School District's prior approval. Substitutions will lower the fill rate as noted below. If a substitute is necessary, the substituted item shall be priced the same unit price as the original item ordered, i.e. case, pound, or piece. If the substituted item cost less the fixed fee will be added to the cost of the less expensive substitute.
8. **Delivery Methods:** The prices quoted shall be for the frequency and location of deliveries to all schools in the School District. A list of schools with addresses is provided with this proposal packet in *Appendix A*.

All drop sites require deliveries nine months per year. Some drop sites, however, may require deliveries for summer feeding programs in which case this contract shall include such deliveries.

Deliveries will be made daily (when pizza is needed). Deliveries are required to be made within 15 minutes of the first lunch period.

- 9. Damaged and/or Late Deliveries:** The School District has no obligation to accept damaged shipments and reserves the right to return at the Bidder's expense damaged merchandise even though the damage was not apparent or discovered until after the receipt of the items. When the merchandise is returned a credit will be issued. The Bidder is responsible to notify the Nutrition Services designated contact of any late or delayed shipments.
- 10. Delivery Failure:** If the successful Bidder fails to deliver an order, the Bidder will take corrective action either by making a special delivery to the School District or by arranging for delivery by another vendor. The Bidder shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. At least a 99% average fill rate for deliveries is expected.
- 11. Additional Delivery Requirements.**
- a. Periodically, additional District schools will host special menu days that feature the pizza that is sold as a la carte in the high schools. Bidder should mark on Pricing Worksheet A the additional schools that are available for delivery at the same price bid for high school NSLP service.
 - b. If delivery of product is not delivered within 15 minutes of first lunch period, all remaining pizzas at the end of service will not be charged to the Student Nutrition Department.
 - c. No products shall be placed where they are accessible to animals or other unsanitary conditions including product placement in the delivery vehicle (i.e., the bed of a truck).
 - d. The kitchen manager has the right to refuse any or all pizzas if they do not meet specifications. This could include, but is not limited to, temperature of pizza, overcooked crust, pizza not sliced into equal-sized slices, unsanitary delivery conditions. The number refused will be noted on the delivery ticket.
- 12. Emergency Orders and Deliveries:** The Bidder shall be able to respond to emergency deliveries as they arise due to circumstances beyond the School District's control. The School District shall hold these to a minimum.
- 13. Buy American Provision:** All items bid must be American. This means the item is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. In this context, "substantially" means that over 51 percent of the final processed product consists of domestically grown agricultural commodities.
- Exceptions to Buy American 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 the School District, a minimum of two days in advance of delivery. The request must include:
- a. Alternative substitute(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
 - i. Price of the domestic food item; and
 - ii. Price of the non-domestic food item that meets the required specification of the domestic product.
- 14. Geographic Preference:** Contractors purchasing on behalf of the School District may use geographic preference when purchasing unprocessed locally grown and locally raised agricultural products.
- 15. Stock Levels:** The expectation is the Bidder will have stock on hand available to ship when the item is on the School District menu. The School District will provide a calendar of when pizza is menued and estimated usage but the Bidder is responsible to forecast correctly so stock is available when it is

needed.

16. **Nutritional Information:** The successful Bidder shall supply the School District with printed copies of nutritional analysis and product formulation statements *as approved acceptable by the United States Department of Agriculture*. Additionally, the successful bidder will comply with the following nutritional criteria:
- a. Pizza must be 14 – 16” in diameter and cut into (8) equal slices.
 - b. Meat/Cheese weight must be no less than 2 ounces per pizza slice. Meat or poultry products must have been previously inspected and passed in a cooked or cured ready-to-eat form.
 - c. Pizza crust must be at least 2 ounces per slice and in vendor’s medium thickeners (or hand-tossed style) formulation.
 - d. Additional specifications:
 - i. Product formulation documentation must be supplied and product must meet at least 2 oz meat/meat alternate and 2 oz grain equivalent to be served as a National School Lunch Program reimbursable menu item.

**All above information must be proven with a nutritional analysis and product formulation statement approved by the USDA.*

17. **Food Recalls:** It is the responsibility of the Bidder to notify the Director of Nutrition Services by phone call and email within 24 hours of the distributor being notified by the manufacturer of a recall. DO NOT call the individual schools regarding the recall.

The Bidder must provide the Director of Nutrition Services with the specifics of the recall, which item is affected, which lot number is affected and the purchase history of the recalled product to identify the school(s) that received the product and any other pertinent information.

18. **Invoices:** All deliveries shall be accompanied by an itemized invoice signed by the kitchen manager or kitchen manager designee.
19. **Payments:** The successful Bidder shall submit statements for individual schools monthly on mutually agreed upon dates with the Nutrition Services Department. Each statement shall include a summary of delivery tickets (invoices) for the period. Each ticket shall be listed in numerical sequence and show the total charges. Statements may be submitted more often than monthly but only upon the mutual agreement of both parties.
20. **Termination:** A contract may be terminated by the School District upon thirty (30) days written notice, should the School District determine that it is not in the best interest to continue the contract and/or the Bidder is not performing with the provisions and intent of this agreement.

Upon receipt of the termination notice, the Bidder shall have fourteen (14) days to correct non-compliance issues. If compliance is achieved, the termination notice will be canceled.

In addition, the School District shall have the right to terminate on five (5) days prior written notice if the contract is breached or violated in any way.

This agreement may be terminated by the Bidder with sixty (60) days written notice for failure by the district to comply with contract terms.

21. **Lines of Communication:** The successful Bidder will have an account representative assigned to the School District accounts. The School District would expect to see this account representative on site as needed. Additional responsibilities include:
- a. Timely communication with the Director of Nutrition Services to discuss shortages and needed substitutions.
 - b. Communicate to the School District personnel new products available on the market.
 - c. Handle the School District’s complaints and inquires about various products.
 - d. Issue credit memos and arrange for return of unacceptable products.

- e. Resolve any problems with the order/delivery schedule.
 - f. Coordinate with the School District any rebate programs.
 - g. Conduct research with the Director of Nutrition Services for any product changes to better the School District's needs.
 - h. Maintain communication between the accounting department of Bidder and the School District to ensure all invoices are paid and credited properly. If problems arise, address to the satisfaction of the School District and Bidder.
 - i. Oversee the operation to help maintain a smooth and efficient relationship between the School District and the Bidder.
22. **Reports:** The Bidder shall provide the following unit and aggregate reports or provide ability for the School District to obtain reports from vendor database:
- a. Annual report, listing quantity of each item purchased and the total dollar amounts expended for each items by each food service operation and a summary for each item for all the food service locations.
23. **Quality Assurance:** The successful Bidder shall be expected to provide product specifications and samples as requested by the School District. Product quality testing will be conducted by the School District on an ongoing basis.
24. **Training:** The successful Bidder shall provide initial training to School District personnel to ensure their understanding of the program and the ordering procedures.
25. **Market Information:** The Bidder shall provide the School District with market information relating to product conditions, quality, availability, pricing trends and new products. Where appropriate, the contractor shall make recommendations for changing products to achieve financial savings or higher applicability. The School District's menu shall be available to the Bidder to assist in determining "best use" products and access available inventory.
26. **Toll Free Number:** The successful Bidder shall provide a toll free telephone number for the School District to use in contacting the Bidder's personnel.
27. **Name Branding** All vendors must note that it is the expressed wish of the USD 232 Student Nutrition Department to market the product from this proposal as a "NAME BRAND" pizza. It is requested that the successful bidder provide promotional material. Promotional material for display in the schools MUST be approved by Jolyn Mortenson, Director of Student Nutrition. Vendor will not engage in competition with the School Lunch Program either directly or through advertising.
- 28. Additional Product Requirements**
- a. All products shall conform to the minimum requirements of Federal and State regulations. These requirements shall include, but not are limited to, weights, measures, and fill of containers drained weights and contamination. All products shall conform to standard guarantee requirements with respect to safety, and the supplier by his signature on the bid worksheet, agrees to hold the buyer harmless in the event of product failure.
 - b. Pizza will be prepared fresh daily and baked immediately prior to delivery. ***Must be ready to eat with no additional cooking or preparation needed at delivery site.***

Bidder's Checklist

All items listed below must be included when submitting a proposal. This will include one (1) original and one (1) copy (paper) as well as one USB flash drive with electronic copies of all supporting documentation.

- Proposal Summary (signed by authorized representative of bidder) – *1 original, 1 copy* _____
- Pricing Worksheet A – *1 original, 1 copy* _____
- Debarment, signed – *1 original, 1 copy* _____
- Copy of Kansas License – *provided on USB flash drive* _____
- HACCP compliance plan – *provided on USB flash drive* _____
- Nutritional information for all items bid – *provided on USB flash drive*
Including USDA approved Product Formulation Statements _____
- Attestation statement for Buy American (each product as necessary) –
provided on USB flash drive _____

Appendix A: School List

School Name	Address
De Soto HS	35000 W 91 st St, De Soto
Mill Valley HS	5900 Monticello Rd, Shawnee
Lexington Trails MS	8800 Penner, De Soto
Mill Creek MS	8001 Mize Blvd, Shawnee
Monticello Trails MS	6100 Monticello Rd, Shawnee
Belmont ES	5805 Belmont Dr, Shawnee
Clear Creek ES	5815 Monticello Rd, Shawnee
Horizon ES	7210 Chouteau, Shawnee
Mize ES	7301 Mize Blvd, Shawnee
Prairie Ridge ES	22405 Clear Creek Pkwy, Shawnee
Riverview ES	21550 W 47 th St, Shawnee
Starside ES	35400 W 91 st St, De Soto

All deliveries must occur 15 minutes before first lunch line at each designated school. This will be communicated to winning bid in August once lunch line schedules have been determined.

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

U. S. DEPARTMENT OF AGRICULTURE

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

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

Contractor

Name and Title of Authorized Representative

Contractor Signature

Date

**** Return this page with bid packet ****

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, continued

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the 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," "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 the rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 determined the eligibility of its principals. Each participant may, but is not required to, check the Non-purchase List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records 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 five 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.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."