

Invitation for Pizza Bid
School Years (2023-2024 and 2024-2025)

Date Issued 04/20/2023

Valley Center USD #262 Food Service invites your bid for supplying ready to serve pizza for the next 2 school years. The specific order dates to be agreed upon with the store manager & the food service director once the bid is awarded.

Bids due by May 4, 2023 no later than 4:00pm. Deliver bid to Valley Center Schools, District Office 143 South Meridian, Valley Center, KS 67147

Delivery of product to the school attendance centers listed below:

Abilene Elementary	522 North Abilene	Valley Center, KS
West Elementary	501 North Sheridan	Valley Center, KS
Wheatland Elementary	800 Meadow	Valley Center, KS
Intermediate School	737 North Meridian	Valley Center, KS
Middle School	800 North Meridian	Valley Center, KS
High School	9600 North Meridian	Valley Center, KS

Cheese and pepperoni will be the variety offered at the Elementary Schools

Variety of pizza shall be cheese, pepperoni and beef at the Intermediate & Middle Schools

Variety of pizza shall be cheese, pepperoni, beef and veggie at the High School

Pizza must meet the following specifications:

1 slice of pizza must meet requirements for the National School Meal Pattern Equivalents:

CRUST - Hand tossed pizza crust (NOT whole grain)

MEAT & CHEESE - Meat/Meat Alternate = 2 ounces per slice (Regular Cheese to be used-NOT low fat)

SAUCE - (1/8 cup) = 1 red orange vegetable

Nutritional Analysis, Product Ingredient List and Product Formulation Documentation is required at the time of bid opening.

The company must agree to:

- The award will be based upon overall low bidder as long as all documents are submitted with the bid.
- Submit nutritional analysis and product ingredient list with the bid including the NSLP meal contribution documentation (Formulation Statements).
- No payment will be made for damaged or unusable pizza.
- Pizza must be delivered at a minimum of 140 degrees in an approved insulated food carrier.
- Pizza must be cut in 8 equal slices per pizza. A pizza guide must be used to guarantee equal size slices. Valley Center food service will not pay for pizza slices that are not equal in size.
- Either party may cancel this contract with a 30-day notice with or without cause.
- All items bid must be American. This means the ingredients are 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; an alternative or exception must be approved. To be considered for the alternative or exception, the request must be submitted in writing, a minimum of two days in advance of delivery. The request must include:

1. Alternative substitute(s) that are domestic and meet the required specifications;
 - a. Price of the domestic food alternative substitute(s); and
 - b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception; limited/lack of availability or price
 - a. Price of the domestic food item; and
 - b. Price of the non-domestic food item that meets the required specification of the domestic product.

If any ingredients used are non-domestic, vendor must provide an attestation statement to show the country of origin with a percentage of the ingredients by nation by product. The attestation statement would justify the definition of “substantially” which means over 51% of the final processed product consists of agricultural commodities that were grown domestically. The statement must be on company letterhead, dated, and signed.

- The Food Service Director may terminate this agreement, or any part of this agreement, for cause under any one of the following circumstances:
 - Company fails to make delivery of goods or services as specified in this bid invitation.
 - Company provides substandard quality or workmanship
 - Company fails to perform any of the provisions of this contract, or
 - Company fails to make progress as to endanger performance of this contract in accordance with its terms.
- The Food Service Director shall provide Company with written notice of the conditions endangering performance. If the Company fails to remedy the conditions within ten (10) days from the receipt of the notice, the Food Service Director shall issue the Company an order to stop service immediately.
- The Food Service Director may terminate the agreement in whole or in part whenever, for any reason, the Food Service Director shall determine that the termination is in the best interest of the Valley Center School District. In the event that the Food Service Director elects to terminate this agreement pursuant to this provision, it shall provide the Company written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice.

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

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.

Please call Molly Rainey at 316-755-7000, Food Service Director, if you have any questions.