

Eminence Independent School Food Service  
254 W. Broadway Eminence, Ky. 40019

Invitation to Bid  
Vendor Pizza for Eminence Schools

**A. Time and Place of Bidding:**

Bids will be received in the office of the Food Service Director, Eminence Schools Food Service Office, 254 W. Broadway, Eminence, Ky. July 30th, 2021, by 11am All Bids must be received by the time designated in the invitation and none will be considered thereafter. Mailed Bids should be clearly marked "Vendor Pizza Bid" to the attention of Jeanetta Gilkison on the outside of the envelope. Mailing address is; Eminence Independent School Food Service, 291 W. Broadway Eminence, Ky. 40019.

At the specified time, 11:00 a.m., July 30th, 2021, all bids which are in order, properly signed, etc. shall be opened and read aloud. Any interested parties may attend. No immediate decision shall be rendered concerning the proposals submitted.

**B. Conditions of the Bid:** Bids shall be a Competitive Sealed Bid. All bids will be considered "Firm" for the time period of August 1, 2021 –June 30, 2022 with renewable contract up to 3 years. Bid prices cannot escalate over the term of the contract.

**C. Awarding the Contract:** All vendors must furnish samples of their version of **14 inch cheese pizzas and 14 inch pepperoni pizza.** This pizza must meet state and federal guidelines pertaining to minimum protein or protein alternate.

- **Each slice must meet 2oz. meat/meat alternate, 2 whole grain bread/grain servings. (2 oz. plus-wt. protein or alternate protein product and 2 oz-wt. of whole grain bread serving). Must provide product formulation statement**
- Whole Grain Rich Product, must include 50% or more whole grains by weight or have whole grain as the first ingredient.
- The 14 inch cheese pizza shall have 100% real mozzarella.
- The 14 inch pepperoni pizza shall have 100% real mozzarella and a minimum of 24 slices of pepperoni distributed evenly over pizza.
- Each pizza shall be cut into eight (8) uniform, cleanly cut slices.

The Board will give formal consideration of these bids at the next regular meeting. The bid will be awarded on the basis of the lowest and best bid. No bids will be withdrawn for a period of sixty days after scheduled closing time. After the bids have been tabulated and studied, agents and/or company representatives may be interviewed by the Director of School Nutrition, concerning their bid. Factors to be considered equally in awarding the bid will be price, taste, service according to specifications and past experience with companies who have previously been the successful bidder.

The Eminence Board of Education reserves the right to waive defects and informalities in proposals to reject any or all proposals, or to accept any proposal as may be deemed to its interest, and to award by item, combination of items or lot.

**D. Specification:** General specifications to be bid are attached. This contract will be for the time period August 1<sup>st</sup>, 2021–June 30th, 2022. With a renewable 3 year extension. Student enrollment in Eminence Schools is approximately 875 students.

**E. Nutritional Information:** The successful bidder shall provide the most recent nutritional data, meal contributions and for the purpose of food allergies, ingredient labels upon request.

F. **Access to Records:** The contractor agrees to retain all books, records, and other documents relative to this agreement for (3) years after final payment. The district, 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.

G. **Liability:** The contractor agrees to protect, defend, and save harmless Eminence Board of Education from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and contractor further agrees to indemnify and save harmless Eminence Board of Education from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractors, his servants or agents. The contractor will hold Eminence Board of Education harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the contractor.

H. **Termination:** Contract may be terminated at any time, on 30 day's notice upon the mutual agreement of both parties or upon the discretion of the school district, in a shorter period of time, if the terms of the contract are violated in any way.

I. **Exclusivity:**

The school district agrees to use the designated contract supplier as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions might be in time of emergency.

J. **Penalty:**

The designated supplier reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items on the list shall be considered a default.

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 distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the school district.

Modification, additions, or changes to the terms and conditions of the Invitation to Bid may be cause for rejection of a bid. Bidders are requested to submit all bids on the school district's official forms. Bids submitted on company forms may be rejected.

K. **Payments:**

Payments will be processed no later than 30 days after the end of the month.

L. **Gratuity:**

No gratuity will be given for services

M. **Code of Conduct:--this is not the code of conduct required by Federal regulations**

- The Contractor shall be responsible for the conduct of all workers under their supervision. Misconduct on the part of any worker to the extent of creating a safety hazard, endangering the lives and/or property of others, shall result in the prompt removal of the worker. The consumption of alcoholic beverages, narcotics or any debilitating drugs is not permitted.
- Firearms are **prohibited** on school property including vehicles parked on school property.
- Workers shall not fraternize with students or staff. Conflicts between workers and students shall be immediately reported to the School's Administrative Staff.
- Smoking is prohibited on school grounds.
- Appropriate language shall be used at all times.
- Appropriate dress shall be worn at all times.

- No worker on site shall be a registered sex offender. The Contractor is required to verify through The Kentucky State Police web site that none of the workers on the site are registered sex offenders.

**N. Corrections of Mistakes:**

- Bidders are cautioned to re-check their bid for possible errors before submitting. Errors discovered after public opening cannot be corrected.

**O. Buy American:**

- Abide by Buy American Act, USDA Child Nutrition Division.
- In support of the Buy American provision the bidder certifies that the products provided to Eminence Independent Schools are domestically grown, processed, and manufactured in the United States to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US. Failure to abide by the Buy American Act (42USC 1760(n)) and all associated USDA policy memorandums shall be cause for termination of contract

**P. Equal Opportunity/Affirmative Action:**

- The Contractor shall not discriminate against employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- The Contractor shall, in solicitations or advertisements for employees placed by them or on their behalf, state that qualified applicants will received consideration for employment without regard to race, religion, color, sex, or national origin.

“The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.”

Eminence Independent Schools Food Service

Fully-Prepared Reimbursable Pizza Bid  
Elementary, Middle and High School  
August 1<sup>st</sup>, 2021 –June 30th, 2022

The Eminence Board of Education will receive bids on fully-prepared pizzas for all Eminence Independent Schools. The bids must be in the office of Food Service Director, Jeanetta Gilkison, 254 W. Broadway Eminence KY 40019, July 30th, 2021 by 11am. Please state price delivered to Eminence schools. The Board reserves the right to reject any and all bids. Bids must be completed on this form. Please return one copy and keep one copy of your records.

BID SPECIFICATIONS

The pizzas must be fully prepared, **sliced uniformly (irregular sliced pizza will be returned, credit required)** and delivered in insulated containers to insure the temperature of the delivered product is kept with HACCP guidelines. We intend to serve this reimbursable pizza every other week in our school. We expect two deliveries per serving days at this site. (The time of each delivery will depend on the serving times at each site; 10:30am/11:30 (Approximate time)

- Each slice must meet 2oz. meat/meat alternate, 2 whole grain bread/grain servings.( 2 oz. plus-wt. protein or alternate protein product and 2 oz-wt of whole grain bread serving). **(Irregular sliced pizza does not meet this nutritional requirement)**
- Whole Grain Rich Product, must include 50% or more whole grains by weight or have whole grain as the first ingredient
- The 14 inch cheese pizza shall have 100% real mozzarella.
- The 14 inch pepperoni pizza shall have 100% real mozzarella and a minimum of 24 slices of pepperoni Distributed evenly over pizza.
- Each pizza shall be cut into eight (8) uniform, cleanly cut slices.
- Delivery times will be made before lunch starts and once during serving, exact times will be available two weeks before bid Starts.
- No substitutions will be allowed

Any repeated occurrence for lack of adherence to this specification after two written warnings from the Superintendent or Director of School Nutrition shall be sufficient grounds for immediate cancellation of this bid award by the Eminence Board of Education.

Approximate Daily Use of Cheese Pizzas 40	Approximate Daily Use of Pepperoni Pizza 40	Schools: Eminence Independent	"Firm Bids" per Whole Pizza
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SUBMITTED BY:  
NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
(Print or type)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ PHONE \_\_\_\_\_