

Eminence Independent Board of Education

**254 West Broadway Street
Eminence, KY 40019
(502) 845-5427ext. 2402**

-----INVITATION TO BID-----

Bid Title: School Nutrition Pizza Bid

Bid is due: July 31, 2019 at 11:00 a.m. (local time)

Bid Release Date July 11, 2019

Sealed bids are requested on the above-named materials, articles, or services for delivery to the school(s) or department(s) designated, subject to the conditions of this invitation.

GENERAL CONDITIONS

1. An original copy of the completed bid must be submitted in an envelope clearly marked on the outside with the word "BID".
2. Failure of a company to respond to an invitation to bid for two consecutive bid notices shall result in that company's name being deleted from the list of bidders to be sent future bid packages. Thereafter, such company must request to be sent a bid package for future invitations to bid. For purposes of this condition, any company that submits a "NO BID" response shall be deemed to have responded to the invitation to bid.
3. Prices must be stated in units of quantity as specified and extended in the total column for each item and/or lot (or as directed on the bidder response sheet). All bid prices must include transportation and delivery to the warehouse or building as specified. Shipping and handling charges shall not be added to bid prices.
4. To receive consideration, bids must be received prior to the time designated in this invitation, and none will be accepted afterward. Bids shall not be accepted by fax.
5. Bids must be submitted on the form provided and signed by an officer or member of the bidding company who is authorized to legally bind the company.
6. Any changes made on the bid form (erasures, strikeouts, white-out, etc.) must be clearly initialed by the bidder.
7. The Board of Education reserves the right to waive defects and informalities in proposals, to

reject any and all proposals, or to accept any proposal as may be deemed to be in its best interest and to award by item, combination of items, or lot. In the case of a tie for the low bid, the local or in-state company will be given preference. Otherwise, the Chairman of the Board will draw the name for the award.

8. Eminence Independent Schools ensures that affirmative steps are taken to assure minority business enterprises are used when possible. (2 CFR Part 200.321. Small, minority and women's businesses and labor surplus firms.)
9. All bids shall be effective from the date of opening until the date specified in the special conditions of bidding, and no bids may be withdrawn prior to that time. Bids shall remain in effect for a minimum of one year from the date the bid is awarded unless the bidder states otherwise on the bid form. Any bid that does not remain in effect for at least one year may be cause for rejecting that bid.
10. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure by the bidder must be clearly noted and declared at time of bidding. Otherwise, it will be understood that the bidder intends to supply items specifically mentioned in the invitation to bid.
11. If applicable, it is the responsibility of the bidder to furnish specific product content data as required by law (MSDS), as well as certification that the products meet federal, state, and/or local regulations (i.e., OSHA [lead-free], AHERA [asbestos-free], federal specifications, and ASTM).
12. Samples requested must be furnished free of expense to the Board of Education and, if not destroyed or consumed in testing or evaluating or required in connection with the award, will be returned upon request at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for test purposes.
13. When applicable, the firm, company, or manufacturer awarded the bid must have a representative available for on-site visits if a special need arises or if there is a problem with the products/services bid.
14. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the 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. Bidder further agrees to indemnify and save harmless the 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 contractor, his servants, or agents.

15. Federal Excise Tax or Kentucky Sales and Use Taxes are not applicable to any purchase made for use of the Board of Education. **Bids should not include any such taxes. Purchase exemption certificates will be furnished as required.**
16. Information pertaining to any item or condition in this request may be obtained by communicating with the Food service office of the Eminence Independent Board of Education (see Page 1 for address and telephone number).
17. It is to be understood that the bidder shall, if awarded the contract, deliver the equipment, services, etc. in full by the date specified on the bid specification sheet or within 90 days of the contract being awarded if no date is specified.
18. It is the bidder's responsibility to provide a certificate of liability insurance at a minimum of \$1,000,000 per occurrence. If the bidder is also an employer, a certificate indicating workers compensation coverage is also required.
19. If marked ("X"), bidder is required to submit a copy of their safety training manual or program with bid documents.
20. If marked ("X"), bids must be accompanied by certified check or bid bond in the amount of five percent (5%) of the bid total, payable to the Shelby County Board of Education as stipulated in the information for bidders.
21. If marked ("X"), the successful bidder will be required to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price. The premium for these bonds shall be included in the proposal amount.
22. It is the supplier's responsibility to ensure that the supply, quality, and fitness for purpose of the goods or services will not be impaired, disrupted, or interrupted whether wholly or in part as a result of the occurrence of any date within the span of time. Compliance with this provision will be strictly enforced.
23. CONFLICT OF INTEREST:
 - a. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Board of Education in connection with contract for supplies or services, whether such gratuities or kickbacks are direct or indirect.
 - b. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees which are designed to secure a public contract for supplies or services.

24. **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder**

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. EISD reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination. A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

25. Termination for Convenience: EISD reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon the receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all service with respect to the applicable contract. Eminence Independent Schools, after deduction any amount(s) previously paid, shall pay for all services rendered or good supplied by the Contractor, as well as any reasonable cost incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).
26. Termination for Non-performance (Default): EISD may terminate the resulting contract for non-performance, as determined by EISD, for such causes as:
 - a) Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the school district is not in its best interest, or failure to comply with terms of this contract;
 - b) Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
 - c) Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- d) Making a general assignment for benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

In the event the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of the contract impossible, the Contractor shall not be held liable by EISD.

27. **Demand for Assurances:** In the event the Eminence Independent Schools has reason to believe the Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.
28. **Notification:** Eminence Independent Schools will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the school district's satisfaction within ten (10) calendar days, the School district may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.
29. **Attorney's Fees:** In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the School district prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
30. **Compensable Damages for Breach:** The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the School district.
- Replacement costs.
 - Cost of repeating the competitive bidding procedure expenses.
 - Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by the School district for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

Other Conditions

- A. Contractors shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to this bid and the rendering of goods and /or services.
- B. This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.

- C. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against Eminence Independent Schools shall be filed in the Henry County Circuit Court of the Commonwealth of Kentucky.
- D. Contractors providing services under this bid invitation, herewith assure EISD they are conforming to the provisions of the Civil Rights Act of 1964 as amended.
- E. Equal Employment Opportunity: Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, age, religious creed, sex, national origin, or handicap.
- F. Contractor agrees to use affirmative steps to assure minority business enterprises are used when possible. (2 CFR Part 200.321. Small, minority and women's businesses and labor surplus firms.)
- G. Contractor agrees to retain all books, records, and other documents to this agreement for three years after final payment. EISD and its authorized agents and/or state/or federal representatives shall have full access to, and the right to examine any or said materials during said period which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. If the investigator or audit is in progress, records shall be maintained until stated matter is closed.
- H. Clean Air / Clean Water: Contractor shall comply will all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included in the EPA list of violated facilities.
- I. Suspension and Debarment: The Contractor understands that 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."

By signing and submitting its bid or proposal, the contractor or proposer certifies as follows:

The certification in this clause material representation of fact relied upon by EISD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to EISD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The

bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- J. By signing this document, 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.
- K. Prohibition against conflicts of interest, gratuities, and kickbacks: Any employee or official of EISD, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, 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 fine in accord with state and/or federal laws.
- L. The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, and KRS 42.990.
- M. The provisions of KRS 365.080 and KRS 365.090 which permit the regulation of resale price by contract, does not apply to sales to the State.
- N. Lobbying: The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to Eminence Independent Schools
- O. Buy American: The bidder will abide by the Buy American Act (42USC 1760(n)) and all associated USDA policy memorandums (e.g., SP 38-2017, dated June 30, 2017, attached).

In support of the Buy American provision the bidder certifies that the products provided to EISD 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 (e.g., SP 38-2016, dated June 30, 2017, attached) shall be cause for termination of contract.

THIS CERTIFICATE MUST BE EXECUTED BY BIDDER

In compliance with this invitation to bid, in consideration of the detailed descriptions attached hereto, and subject to all conditions thereof, the undersigned agrees, if this bid be accepted within the time stipulated above, to furnish any or all of the items upon which prices are quoted in accordance with the specification applying at the price set opposite each item.

Terms of _____ % cash discount to apply if invoices are paid within _____ days after delivery and acceptance of goods.

NOTE: By law, the school district must receive approval from the Board of Education prior to payment of invoices unless it is taking advantage of a discount. Otherwise, payment must be made after receiving approval of the payment by the Board, which meets the third Tuesday of each month. **No late charges, finance charges, carrying charges, or other such charges will be honored.**

Firm Name _____

Address _____

Telephone _____ Date _____

Signature _____

Printed Name _____ Title _____

EMINENCE INDEPENDENT BOARD OF EDUCATION
254 WEST BROADWAY
EMINENCE, KY 40019

(To be submitted on this form or an exact reproduction)

We hereby submit the following bid for supplying pizza to the Eminence Independent cafeteria for the 2019-20 school year, beginning August 1, 2019 through May 31, 2020 as described on the Invitation to Bid. The pizza and pizza items shall meet all specifications and standards of the U.S. Health Code. **All bidders shall abide by Buy American Act, USDA Child Nutrition Division.**

BID SPECIFICATIONS

The pizzas must be fully prepared, **sliced uniformly (irregular sliced or damaged pizza will be returned, credit or replacement required)** and delivered in insulated containers to insure the proper temperature of the delivered product is kept within the HACCP guidelines. The school cafeteria will not be held liable if these standards are not fulfilled. We intend to serve this reimbursable pizza approximately 3 times per month in all schools. Two deliveries per serving day will be expected at each school. Delivery times will depend on serving times at this site. A schedule of expected delivery times will be provided to awarded companies.

Your company must provide documentation that one slice of pizza meets nutritional requirement of NSLP as listed below. Documentation of nutritional information must be submitted with the bid document.

- **2-ounce meat/meat alternate, 2 whole grain bread servings (2 oz. plus-wt. protein product and 2 oz. -wt. of whole grain bread serving).**
 - **Whole Grain Rich Product, must include 51% or more whole grains by weight or have whole grain as the first ingredient.**
 - **The 14 inch cheese pizza shall have 16 oz wt 100% real mozzarella cheese.**
 - **The 14 inch pepperoni pizza shall have 16 oz wt 100% real mozzarella cheese and a minimum of 24 slice of pepperoni distributed evenly over the pizza.**
 - **Each pizza shall be cut in 8 uniform slices.**
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- The Board will give formal consideration of these bids at the next regular meeting. The bid will be awarded to the responsive/responsible bidder that submits the lowest responsive bid. Determining a potential bidder will also include:
 - Deliverability, service level and past performance.
 - Any repeated occurrence for lack of adherence to these specifications after two written warnings from the school nutrition director shall be sufficient grounds for immediate cancellation of this bid award by Eminence Independent Board of Education.
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- **We request a single sample pizza to be delivered to the Eminence Independent school nutrition office on or before the date of the bid opening. Please call before delivery, (502) 221-1309.**

I have read the above items and agree to comply with all the above terms.

Signature: _____

EMINENCE INDEPENDENT BOARD OF EDUCATION
254 WEST BROADWAY
EMINENCE, KY 40019

(To be submitted on this form or an exact reproduction)

We hereby submit the following bid for supplying pizza and pizza items to the Eminence Independent Schools for the 2019-20 school year, beginning August 1, 2019 through May 31, 2020 as described on the Invitation to Bid. The pizza and pizza items shall meet all specifications and standards of the U.S. Health Code. **All bidders shall abide by Buy American Act, USDA Child Nutrition Division.**

- Pizza shall be delivered to school cafeteria fifteen minute prior to the start of serving time as reported by the school nutrition director.
- Your company will be responsible for the preparation and guarantee that the pizzas and pizza items will be prepared under the current sanitation and health regulations.
- The school/district will not be held liable if these standards are not fulfilled.
- Pizza product should be of like quality and taste profile to that of the product you serve and deliver to a regular customer, cut into uniform slices.
- Your company will be available to deliver to schools on Thursdays approximately three times per month, a schedule of those days will be provided.
- Your company must provide a contact name and phone number so the pizzas may be ordered in advance of date needed or if additional items are needed during an event.
- We reserve the right to request samples if needed to award the bid.

Contact Name _____

Phone Number _____

I have read the above items and agree to comply with all the above terms.

Signature: _____

Pizza Bid Form 2019-20

Vendor Name _____ Date _____

PIZZA BID FORM		
EMINENCE INDEPENDENT SCHOOLS		
2019-20 Meal Service		
PIZZA - 1 TOPPING, 8 SLICES PER PIZZA, Nutritional Standards Required Uniform Slice Size Required	APPROX USE PER DELIVERY ORDER	Firm Bid Price per Pizza (8 slices per pizza)
Pepperoni & Cheese	40	
Cheese Pizza	40	

SUBMITTED BY:

NAME _____ TITLE _____

SIGNATURE _____ DATE _____

PHONE _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

