



# Ashland Independent School District

*"A Tradition of Excellence"*

## NOTICE OF BID

The Ashland Independent Board of Education will accept **sealed bids** at its office at 1820 Hickman Street, Ashland, Kentucky, until Friday, August 9<sup>th</sup>, 2024, 3:00 P.M., E.D.S.T., for the following item:

Pizza

All bids are to be sealed in an envelope and clearly identified as "BIDS-PIZZA". Instructional packets may be obtained at the Central Office of the District at 1820 Hickman Street, Ashland, Kentucky 41101 or online at [www.ashland.kyschools.us](http://www.ashland.kyschools.us). All bids should be delivered or mailed to the address listed above. Formal consideration of the bids will occur at the regular called meeting in July of the Ashland Independent Board at the Central Office.

The Ashland Independent Board of Education reserves the right to award or reject any or all bids and to waive any informality in the manner of bids presented.

## INSTRUCTIONS TO BIDDERS

ASHLAND INDEPENDENT SCHOOLS  
1820 HICKMAN STREET  
ASHLAND, KENTUCKY 41101  
PHONE: 1-606-327-2706  
FAX: 1-606-327-2705

1. Submit one copy of this bid to the Ashland Independent Board of Education located at 1820 Hickman Street, Ashland, Kentucky by 3:00 p.m., Friday, August 9<sup>th</sup>, 2024. Bid is for September 11<sup>th</sup>, 2024, to May 8<sup>th</sup>, 2025. All questions regarding the bid are to be made to Linda S. Calhoun at (606)327-2706. Bid is for services for the cafeterias of Ashland Independent Schools.
2. Bids are to be enclosed in a sealed envelope clearly marked "BIDS-PIZZA". No fax bids will be accepted.
3. In order for your bid to be considered it must be received prior to the time designated in this invitation and none will be accepted after that date and time.
4. The Ashland Independent Board of Education reserves the right to waive defects and informalities in proposals, and to reject any or all proposals or to accept any proposal as may be deemed to its interest. Further, should it appear to be in the best interest of the Ashland Independent Board of Education to purchase items at a higher price than that named in the lowest bid or bids, or to match items already purchased, the award will be made accordingly. The Ashland Independent Board of Education or its appointed agents shall remain the sole judge of items that it deems to meet the specifications hereinafter described.
5. Any substitution or departure proposed by the bidder from the items specified must be clearly noted and described. Otherwise, it will be understood the bidder intends to supply items specifically mentioned in the bid invitation.
6. Conditions by the bidder may be a part of his proposal.
7. Bid price shall be for the services indicated, including transportation charges.
8. All bids shall be effective for 30 days from date of opening and no bid may be withdrawn prior to that time without the express consent of the Ashland Independent Board of Education.
9. Submitting bidders will present a pizza that will be used in the selection of the winning bid. Said pizza will demonstrate the required nutritional requirements of section number 11 of this Instruction to Bidders.

10. Pizza must be ready for human consumption and presented in accordance with preparation and temperature techniques in compliance with the 2017 FDA Food Code, which can be accessed at [www.fda.gov](http://www.fda.gov).

Pizza slices presented and used for orders from the District will be **uniform and measurable**.

11. The winning bid will be subject to award based upon the following percentages:

a. Price	40%
b. Compliance with specification in bid (taste, nutritional, presentation/size)	20%
c. Satisfactory previous business/working relationship with vendor	10%
d. Anticipated meal participation and Ala carte sales	30%

12. Bidder will submit a nutritional analysis of a pizza slice that complies with the following:

- Bread will be 100% whole grain, which means, at least 50% will be whole grains, and the remaining grain, if any will be enriched. Bread will weigh 2 ounces. To comply, the product must have at least 8 grams of whole grain; or, product includes FDA's approved whole grain health claim on packaging; or product ingredient listing lists whole grain as first ingredient.
- Protein will be 2 ounces in total weight. The bidder will be capable of producing plain cheese and cheese with meat pizza for ordering.
- No trans fat.
- Saturated fat as a percent of calories will be 10% or less and calories from fat will not exceed 30%
- Total calories per slice will not exceed 300 calories per slice.
- Product will contain 1/8 cup of vegetable sauce.
- Sodium will be less than 600 mg per slice.

The nutritional analysis will be included in the sealed bid package which will include completion of the Product Formulation Statement for Grain Products AND Product Formulation Statement (Product Analysis) for Meat/Meat Alternate (M/MA) Products forms. This information will need to be signed and dated on company letter or with company logo showing how it credits as part of the meal plan. See attached forms.

13. BID CANNOT BE EXECUTED UNLESS THE ATTACHED "REQUIRED AFFIDAVIT (pg. 6) and "CERTIFICATION" (pg. 8) PAGES ARE COMPLETED AND CONTAINS AN ORIGINAL SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDING FIRM.

14. Any questions related to this bid may be made to Linda S. Calhoun, School Food Service Director, at 606-327-2706, or [linda.calhoun@ashland.kyschools.us](mailto:linda.calhoun@ashland.kyschools.us)

- 15. The awarding of the bid is subject to reciprocal preference for Kentucky resident bidders and preferences for a qualified bidder under KRS 45A.494. 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. Ashland Independent Schools reserve the right to request the 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 bid response, its certificate of authority to transact 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.**
  
- 16. Buy American. The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n), requiring school food authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodity or product.**

**The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)."**

**Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 5 day (s) in advance of delivery. The request must include the following:**

- 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 (include price):**
  - a) Price of the domestic food product and**
  - b) Price of the non-domestic product that meets the required specification of the domestic product."**

**PIZZA BID 2024-2025  
SPECIFICATIONS AND BID**

**ASHLAND INDEPENDENT SCHOOLS  
1820 HICKMAN STREET  
ASHLAND, KENTUCKY 41101-3000**

1. Service will be from **September 11<sup>th</sup>, 2024, through May 8<sup>th</sup>, 2025.**
2. Bidder will deliver pizzas to each school one day per week. Day of the week to be determined by school. Bidder will be prepared to deliver by 10:30 a.m. on said day (time will vary by school, but no earlier than 10:15 a.m.). Total weekly pizza orders will vary due to school size. Weekly orders will change due to school size, but each week will not be less than 50 pizzas.
3. Pizzas will be prepared and delivered in accordance with the 2017 FDA Food Code.
4. Vendor will provide hotbox for pizzas.
5. The cafeteria manager is responsible for daily orders.
6. Fuel and vehicle delivery charges will be considered in the cost per whole pizza amount of bid.
7. Pizza will have a minimum of 8 uniform slices and maximum of 10 uniform slices.

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**BID**

Cost per one whole pizza pie .....\$ \_\_\_\_\_ each

Diameter size of one whole pizza pie ..... \_\_\_\_\_ inches  
(Diameter will remain constant for the entire 2024-2025 school year.)

Number of uniform slices per whole pizza pie ..... \_\_\_\_\_  
(Number of slices will remain constant for the entire 2024-2025 school year.)

## **“PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”**

Any employee or any official of the Ashland Independent Board of Education, Ashland, Kentucky 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 the open market seeking to make sales to the Ashland Board of Education, a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5,000) or by imprisonment for not more than ten (10) years, or both so fined and imprisoned at the discretion of the jury.

Every person, firm or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement in the procurement of business, or the giving of business, to any employee or to any official of the Ashland Independent Board of Education, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand (\$5,000) or by imprisonment for not more than ten (10) years, or both so fined and imprisoned at the discretion of the jury.

NOTE: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a five thousand-dollar (\$5,000) fine or one (1) year imprisonment or both on conviction.

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity, that, on the date contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth of Kentucky;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY 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.

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Signature

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Printed Name

## **MAXIMUM FREE AND OPEN COMPETITION:**

It is the clear intention of the Ashland Independent School District to foster all procurement transactions in a manner to provide, to the maximum extent practicable, open and free completion. (20 U.S.C. 1221 e-3(a) (I) and 3474, OMB Circular A – 110)

The Ashland Independent School District shall make positive efforts toward procuring and utilizing small business and minority owned business sources of supplies and services. All such efforts shall be made to allow these sources the maximum feasible opportunity to compete for contracts with the Ashland Independent School District.

All procurement procedures developed and implemented by the Ashland Independent School District shall assure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and purchase alternatives will be made to determine which would be the most economical and practical procurement.

All bids and solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used to define the performance of other salient requirements of procurement, and when so used the specific features of the named brand that must be met by bidders/offer are clearly specified.

The Ashland Independent School District shall use procuring instruments such as fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts, where appropriate and or required by state law and which promotes the best interest of its programs and services. A "cost-plus-a percentage-of cost" method of contracting shall not be used.

Contracts will be entered into by the Ashland Independent School District with only responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be made for such matters as a contractor's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. The principles of cost analysis in the review and evaluation of proposals or bids will be followed to determine if the bidder meets the requirements of reasonableness, allow capability, and allow ability.

The Ashland Independent School District shall, for all purchases that exceed \$10,000, maintain procurement files that include the basis for contractor selection; justification for lack of competition when competitive bids or offers were not obtained; basis for award cost or price; and a system for contract administration so as to ensure contractor conformance with the terms, conditions and specifications of the contract, and to ensure adequate and timely follow-up of all purchases.

The Ashland Independent School District shall follow all laws of the Commonwealth of Kentucky requiring bidding of goods or services more than \$20,000.

## **BUY AMERICAN REQUIREMENT:**

The SP 20-2006 guidance describes actions that School Food Service Authority (SFA) can take to comply with the Buy American requirement, such as:

- Including a Buy American clause in all procurement documents (product specification, bid solicitations, requests for proposals, purchase orders, etc.);
- Monitoring contractor performance;
- Requiring suppliers to certify the origin of the product;
- Examining product packaging for identification of the country of origin; and
- Asking the supplier for specific information about the percentage of U.S. content in the food product.



**THIS CERTIFICATE MUST BE EXECUTED BY THE BIDDER**

In compliance with this invitation to bid; in consideration of the detailed description attached hereto; And subject to all conditions thereof, the undersigned agrees, if this bid be accepted, in part or whole, to furnish any or all of the items upon which prices are quoted in accordance with the instructions and specifications within this bid document. This signature also certifies that the signer, company, and its key employees have not proposed for debarment, debarred, or suspended by any Federal Agency.

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**Product Formulation Statement (Product Analysis) for Meat/Meat Alternate (M/MA) Products**

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name: \_\_\_\_\_ Code No.: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Case/Pack/Count/Portion/Size: \_\_\_\_\_

**I. Meat/Meat Alternate**

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
		X		
		X		
		X		
<b>A. Total Creditable M/MA Amount<sup>1</sup></b>				

\*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

**II. Alternate Protein Product (APP)**

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
<b>B. Total Creditable APP Amount<sup>1</sup></b>					
<b>C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)</b>					

\*Percent of Protein As-Is is provided on the attached APP documentation.

\*\*18 is the percent of protein when fully hydrated.

\*\*\*Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

<sup>1</sup>Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

\*\*\*\*We require bidders to certify that this pizza product was processed in the U.S. and contains over 51% of the total weight or volume of its agricultural food component from the U.S. Space is provided below to fill in the name of the product and its percentage of the domestic agricultural food component (by weight or volume) contained therein.

Total weight (per portion) of product as purchased \_\_\_\_\_

Total creditable amount of product (per portion) \_\_\_\_\_

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a \_\_\_\_ounce serving of the above product (ready for serving) contains\_\_\_\_ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

## Product Formulation Statement for Grains Products—Statement Template

(Contracting entities must retain a copy of the label<sup>1</sup> from the product package in addition to the following information on the manufacturer's letterhead that is signed by an official company representative.)

Product Name: \_\_\_\_\_

Code Number: \_\_\_\_

Manufacturer: \_\_\_\_\_

Serving Size:<sup>2</sup> \_\_\_\_

- I. Does the product meet the Whole Grain-Rich Criteria:<sup>3</sup> Yes No \_\_\_\_\_
- II. Does the product contain non-creditable grains:<sup>4</sup> Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, how many grams: \_\_\_\_\_
- III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: *Food Buying Guide for Child Nutrition Program, Exhibit A* to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).<sup>5</sup>

Indicate to which Exhibit A Group (A-I) the Product Belongs: \_\_\_\_\_

A Description of Creditable Grain Ingredient <sup>6</sup>	B Grams of Creditable Grain Ingredient per Portion (Serving size multiplied by % of creditable grain in formula) <sup>7</sup>	C Gram Standard of Creditable Grain per ounce equivalent (16g or 28g) <sup>8</sup>	D Creditable Amount (B ÷ C)
Total Amount of Whole Grain-Rich			
<b>Total Creditable Contribution<sup>9</sup></b>			

<sup>1</sup> See the *Administrator's Reference Manual, Section 24, Child Nutrition (CN) Labels and Product Documentation* for additional guidance on method for retaining CN Labels.

<sup>2</sup> Raw dough weight may be used to calculate creditable contribution grain amount.

<sup>3</sup> Refer to *USDA Memo, SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program*

<sup>4</sup> Products with more than 0.24 ounce equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

<sup>5</sup> Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per ounce equivalent; Group H uses the standard of 28 grams creditable grain per ounce equivalent; and Group I is reported by volume or weight.

<sup>6</sup> Creditable grains are whole-grain meal/flour and enriched meal/flour.

<sup>7</sup> Serving sizes reported in measures other than grams must be converted to grams.

<sup>8</sup> Standard grams of creditable grains from the corresponding group in Exhibit A.

<sup>9</sup> Total Creditable Amount must be rounded *down* to the nearest quarter (0.25) ounce equivalent. Do *not* round up.

<sup>10</sup> Products with more than 0.24 ounce equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals

**IV. Total**

Total weight per portion  
of product as purchased \_\_\_\_\_

Total creditable  
contribution of product  
(per portion) \_\_\_\_\_

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I certify that the above information is true and correct and that a \_\_\_\_\_ounce serving of the above product (ready for serving) contains \_\_\_\_\_ounce equivalent Grains. I further certify that non-credible grains are not above 0.24 ounce equivalent per portion.<sup>10</sup>

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. 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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.