

**Nampa School District No. 131
Nutrition Services
Request for Proposals
Lunchtime Pizza for Nampa School District**

NOTE: The following instructions and specifications have been developed specifically for this request for proposals and may or may not be the same as or similar to previous or future solicitations for this type of service or commodity. Respondents are encouraged to fully examine these instructions and specifications in detail before submitting proposals.

General Proposal Conditions & Requirements

1. Proposals will be accepted until **2:00 pm Mountain Time, May 28, 2019**, at which time they will be publicly opened. Proposals should be sent to:

Clerk of the Board
Nampa School District No. 131
619 South Canyon Street
Nampa, ID 83686

All proposals should be submitted in a sealed envelope or other container. Such envelope/container should be clearly marked "**Proposal: Lunchtime Pizza for Nampa Schools.**" A cut-out label is provided for respondent convenience with this packet; respondent may or may not use this label at its own discretion. Proposals may also be submitted in person at the listed address. Respondents are encouraged to verify receipt by the District of submitted proposals, by registered mail, tracked delivery, direct confirmation, or some other means as chosen by the respondent.

Proposals may be withdrawn or amended prior to the due date and time, either in person or by written request. No proposal may be withdrawn after the declared time of opening.

2. Questions regarding the proposal requirements or processes should be submitted in writing either:

by email to:
bids@nsd131.org

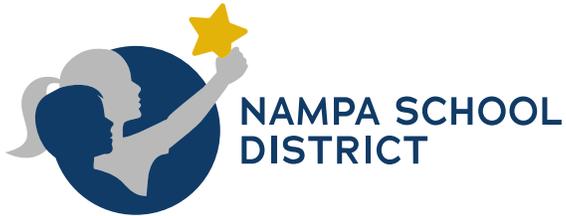
by mail to:
Nampa School District No. 131
619 South Canyon St.
Nampa, ID 83686
Attn: Nathaly Gibson

Any inquiry should be clearly labeled as pertaining to this Request for Proposals. Submitted inquiries and their answers will be posted as an addendum to the proposal specifications and may be found on the Nampa School

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District website at rebrand.ly/12kk24; respondents are encouraged to regularly check the website as notices of Addendum updates may not be provided.

All questions must be received by the District no later than **5:00 pm Mountain Time, May 22, 2019**. Questions submitted after this time will not be considered.

3. In submitting a proposal, the respondent represents that it has read and understands the proposal requirements and any addenda, including applicable laws and regulations. The failure of any respondent to examine any form, addendum or other document shall in no way relieve the respondent from any obligations with respect to the proposal or any resulting agreement.

4. Proposal Pricing: Proposal prices are to be held firm from the proposal date through June 30, 2020.

All proposal prices are to be on a delivered basis, to the District site as specified on the purchase order. Respondent will assume all responsibility for the costs of necessary arrangements with freight companies or in replacing materials damaged in transit, to the satisfaction of the District.

All prices, including totals, must include any and all discounts. Prices should be stated in the units as specified in item descriptions. In the case of a discrepancy between the unit price and the extended price, the unit price will be considered correct.

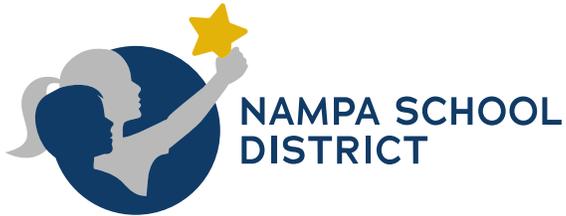
Any requirement by the respondent that certain weights, quantities, or other criteria must be met in order to qualify for proposal pricing may result in the disqualification of the proposal. Likewise, expiration dates or other constraints in conflict with proposal requirements may result in disqualification.

5. Proposal award: The District reserves the right to award this proposal fully to a single, qualifying respondent or to split the award among multiple respondents, in a manner deemed most advantageous to the District.
6. Product Standards: Where a brand name or particular product is specified, respondent may offer an equivalent alternative. The offered alternate product will be evaluated for equivalency by District nutrition personnel. Such evaluation will be conducted in accordance with generally accepted practices under USDA guidelines, including but not limited to, (a) paper screening, (b) appearance screening, and (c) taste and nutrition screening. Alternate product submissions should include a full description of the alternate (including ingredients, if applicable), a Nutrition Facts label, and enough sample product to allow adequate testing and evaluation. Such sample package must be provided to the Nutrition Services office no fewer than ten (10) business days prior to the proposal submission deadline. Submittal of alternative products and acceptance of offered alternatives for testing shall not be construed by the respondent as approval of the alternative. Respondent will be notified in as timely a fashion as possible of the acceptance or refusal of the offered alternative. Failure to satisfy these requirements shall be sufficient cause for rejection of the offered alternative.
7. Product Specification Sheets: Respondent will be required to provide a Product Specification Sheet for each item it is awarded. Specification sheets for perishable items must include a shelf life. These submittals should be in digital format (preferably pdf), on a thumb drive or similar storage medium, or may be provided via email.

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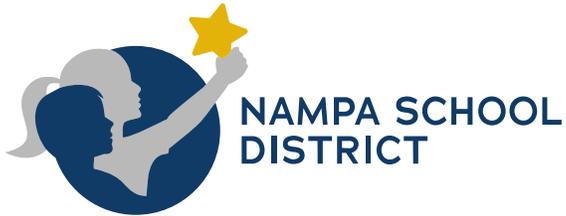
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8. **Product Formulation Sheets:** Respondents should return with their proposal a Product Formulation Sheet for **Meat/Meat Alternative products** and **Grain products**, detailing the portion size and its creditable amount of the offered item necessary to meet nutrition requirements.
9. **Proposal Results, Tabulation, and Award Posting:** Proposal tabulations and final award recommendations will be made available to any interested party, depending on the complexity of the award, following Board action. The Board of Trustees holds regular meetings on the second Tuesday of each month. In accordance with District procedures, all award recommendations are presented for Board action at the next regularly scheduled meeting following proposal evaluation. The complete award recommendation packet will be posted to the District website following such presentation. Respondents are encouraged to review the proposal tabulations and recommendations as posted, and invited to contact the District office with related questions.
10. **Proposal Quantities:** Quantities listed represent the best estimates of the various products required to support the District's Child Nutrition program. Actual purchase quantities may vary depending on internal changes, including but not limited to USDA commodity availability and purchase subsidy, student participation, quality refusal, and opportunity purchases. The District reserves the right to purchase more or less than the listed estimates.
11. Respondents should complete and return the entire products list, the Proposal Form, and the Respondent Certification form included with this packet. Respondents are asked to label the upper right corner of each returned page with their company name. Proposals must be submitted in a sealed envelope or other container, marked with the proposal name. A preprinted cutout label is provided at the end of this packet to assist with this requirement.
12. **Proposal Delivery:** Proposals may be submitted via any commonly accepted carrier or in person. Respondent shall bear the sole responsibility for delivery of its proposal by the set time and at the appointed location. Respondents are encouraged to verify District receipt of their proposal.
13. **Signatory Authority:** All quotations and proposals must be signed in ink by an individual authorized to legally obligate the company or firm.
14. **Respondent Certifications:** In accordance with applicable laws or rules, winning respondents shall be subject to requirements of those participating in this proposal, seeking to conduct business with Nampa School District Nutrition Services, or seeking to provide items paid for from federal funds. Respondent certification shall be required regarding:
 - Debarment & Suspension
 - Byrd Anti-Lobbying Amendment
 - Anti-Collusion
 - National Sex Offender Registry
 - Equal Employment Opportunity





A Respondent Certification Form is included with this specification packet, detailing these requirements. This form must be completed and returned with any submitted proposal; failure to complete and return the Respondent Certification Form may constitute grounds for disqualification of an offered proposal.

15. Addition of New Products After Award: Subsequent to the award of the contract, new items may be added to purchasing agreements, either at the request of a vendor or the District. Vendors may propose the inclusion of additional, "new" products only if such product is not already included in the same or similar form in the original item listing. Items new to a particular vendor but included in same or similar form will not be considered a new product under this clause, and will not be considered for addition to the purchasing agreement. New items proposed by any vendor will be subject to competitive procurement rules and other contract terms applicable to the category in which the new product is classified.

Should District opt to add items to its purchase contracts that were not included in the original listing, such items will be subject to competitive procurement rules. The contract terms of the category in which the item would be classified will apply.

District will screen new products prior to conducting any price solicitation, and reserves the right to accept or reject any new product proposed.

16. Substitutions of Awarded Products: An awarded vendor seeking to substitute a product for that for which the award was originally granted must seek and be granted prior approval of the District for provision of the substituted product. Approved substitution must be provided at or below the proposal price of the substituted item. Any approval granted shall be effective for no more than two weeks from the date of approval. Vendor may request a second two-week substitution, either separately or to run consecutively with the original substitution. Should the original item remain non-fillable at the end of the second approved substitution period, the District shall have the right, at its own option, to:

- Re-award the item to the respondent offering the second-lowest price under the original proposal, or
- Reopen the item to competitive procurement, with the new award effective for the length of the original contract term, or
- Purchase the item via open market purchasing,

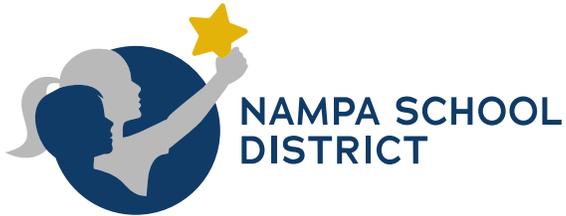
whichever option is deemed to be in the best interest of the District.

17. Award Criteria: Nampa School District Nutrition Services proposals are generally awarded on the basis of price, with the lowest offered price that adheres to specifications as listed or amended being deemed the winning offer. In the event any particular item offered is not considered for award, reason for such exclusion will be included in the proposal tabulation/award recommendation.
18. Proposal Opening Attendance: All respondent are entitled and invited to attend the proposal opening, if so desired.

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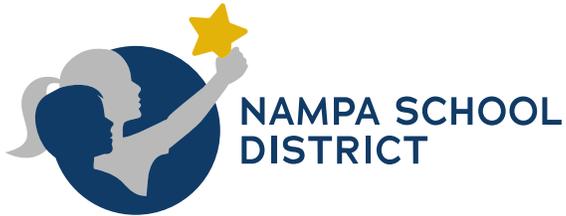


19. Taxes: Nampa School District is exempt from state and federal sales, use, and excise taxes; no taxes shall be included in any proposal price.
20. The Board of Trustees reserves the right to accept or reject any and/or all proposals and waive any minor informality or irregularity if such action is deemed to be in the best interest of the District.
21. Purchase Order: The award of a proposal shall not constitute an order. Before shipments may be made, the vendor must receive a purchase order issued by the District. Shipments shall be made as specified on the order, and conforming to proposal specifications and instructions.
22. Public Record: All information and materials submitted in response to this request shall become and be considered public record upon the opening of submitted proposals, and as such available for examination by interested parties upon the completion of the evaluation and award process.
23. Rebates and purchase reporting: Whereas Nampa School District Nutrition Services intends to pursue rebates available from manufacturers, distributors, and other sources in consideration of purchases supporting the School Nutrition Program, awarded vendors shall be required to report eligible purchases to the rebating agency, as directed by the District.
24. Any respondent may withdraw, amend, or replace its proposal at any time prior to the time set for opening, in writing or in person. No proposal may be withdrawn after the set time of opening.
25. Product Deliveries: For deliveries to be accepted, a purchase order number must be listed on all ship tickets or invoices, a dock appointment made, and a confirmation call made with the delivery site supervisor one week in advance of the delivery
26. Gratuities: In the event that any gratuity or “kickback” is offered or tendered to any District employee or subcontractor as an inducement for award of a contract, request for proposal, subcontract, or order, the respondent’s proposal shall be disqualified and shall not be reinstated.
27. Indemnification/Hold Harmless: Respondent agrees to indemnify and hold harmless the District from all third party claims and costs, including attorney’s fees, incurred by the District in defending same to the extent such claims are based on a defect in a product or part thereof, supplies of such a part, or part hereof to conform.
28. Default: Should any respondent fail to enter into a contract with the District on the basis of the submitted proposal by said respondent, or fail to perform under the supply agreement, respondent acknowledges that it shall be liable to the District for the difference between the offered price and the price actually paid by the District to secure the product from an alternative source. Failure to pay said amount to the District upon demand may result in the nullification of all or part of the supply agreement as well as disqualification from subsequent Nutrition Services proposals and bids for not less than one (1) year, after which time the respondent may request reinstatement, with any decision regarding reinstatement at the sole discretion of the District.
29. Conflict of Interest: All respondents must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of Nampa School District No. 131. Further, all respondents must disclose the

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name of any District employee who has, directly or indirectly, an ownership interest in the responding firm or any of its branches.

30. Buy American Provision: The William F. Goodling Child Nutrition Reauthorization Act of 1998 directs school food authorities to purchase domestic commodities and products to the maximum extent practicable. A “domestic commodity or product” is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. For listed items to which the Buy American Provision applies but non-domestic product is offered, the respondent should include an explanation supporting the use of non-domestic products.

Where domestic products subject to the Buy American Provision are awarded but the awarded respondent seeks to supply non-domestic product, the vendor must seek preauthorization from Nampa School District Nutrition Services for such items, including an explanation supporting the change of product. The District reserves the right to research all such requests and approve or refuse the application for alternative products, and to seek provision-compliant supply otherwise. Awarded respondents who fail to perform under the supply agreement as stipulated under Buy American requirements shall be considered in default of the agreement and subject to penalties under default rules as specified herein.

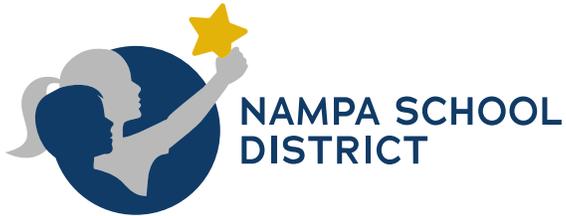
31. Protests: Participating respondents may object to a proposal award, per the requirements of Title 67, Chapter 28, Idaho code.

A respondent who wishes to object to an award must do so within seven (7) calendar days of the posting of the award. This objection should be submitted, in writing, to the District’s coordinating party as listed in the publicly posted proposal documents. The objection must set forth the express reason(s) for the objection and why the award has been made in error. Upon receipt of a proper objection, the governing party for the proposal in question will stay its award decision and any procurement under the award until it has addressed the particular objection(s) submitted.

The governing party shall review its decision and will determine to (1) affirm the award, (2) modify the award, or (3) repeat the procurement process, setting aside its award, and will set forth the reasons therefor. After completion of the review process, the District may proceed as it deems in the best interest of the District.

For the purpose of objections, the governing party shall be whatever person or group is duly empowered and qualified to make an award, under procurement laws and guidelines set forth by the State of Idaho for political subdivision purchasing and Nampa School District purchasing rules.





Proposal-Specific Conditions & Requirements

1. Offered pizza must be compliant with Lunch Meal Pattern Requirements for National School Lunch. Offers that do not adhere to this requirement will not be considered.

2. Product Specifications:

All product must be provided in condition acceptable for point-of-sale display, including, but not limited to, undamaged and clean upon delivery (proper shape of pizza, lack of damage to toppings) and cut in eight equal slices.

Pizza must be delivered at an appropriate temperature of 145 degrees or greater, sufficient for the product to be utilized within the scheduled lunch period at each respective location.

All product will be subject to inspection and acceptance or refusal by the site manager or his/her appointed representative. The District will expect full credit for any product deemed of unacceptable quality & refused.

3. In the event the contractor supplies to the District product that does not conform to these specifications and is not a reimbursable meal under the National School Lunch Program, the contractor shall be required to:
 - a. Refund the full purchase price of the provided product, for all non-conforming products, and
 - b. Pay to the District the full amount of reimbursement forfeited by the District due to the sale of nonconforming and non-reimbursable as part of daily school lunch service.

Failure to meet these requirements following the provision of nonconforming and non-reimbursable product shall constitute failure to perform under the agreement and contractor will be subject to penalties for non-performance as stipulated in these specifications.

4. Nutrition Facts must be provided for each type of pizza requested and should be returned with the proposal.

5. Please provide pricing for these pizza types:

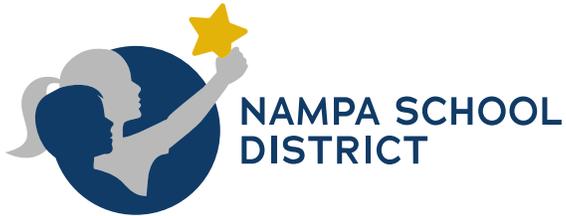
- 14" Round cheese
- 14" Round pepperoni
- 14" Round Hawaiian
- 14" Round veggie
- 14" Round sausage

6. The types and quantities of pizza actually ordered on any given day at any particular site will be dependent upon weekly menu nutrition provisions, with consideration to the operational needs of District Nutrition Services and the individual site.

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7. Anticipated delivery days:

Location	Monday	Tuesday	Wednesday	Thursday	Friday
West Middle School					X
South Middle School					X
East Valley Middle School					X
Lone Star Middle School					X
Nampa High School	X		X		X
Skyview High School	X		X		X
Columbia High School	X		X		X
Union High School*					
Treasure Valley Leadership Academy*					

See Note 1 at the end of this section regarding Union High School and Treasure Valley Leadership Academy.

8. School lunch period schedules:

Location	Lunch Period	Monday/Tuesday Thursday/Friday	Wednesday
West Middle School	6th Grade	10:34 AM	9:59 AM
	7th Grade	11:28 AM	10:47 AM
	8th Grade	12:22 PM	11:35 AM
South Middle School	6th Grade	10:50 AM	10:15 AM
	7th Grade	11:44 AM	11:12 AM
	8th Grade	12:38 PM	12:06 PM
East Valley Middle School	6th Grade	10:45 AM	9:57 AM
	7th Grade	11:36 AM	10:46 AM
	8th Grade	12:27 PM	11:35 AM
Lone Star Middle School	6th Grade	10:49 AM	10:48 AM
	7th Grade	11:39 AM	11:12 AM
	8th Grade	12:29 PM	12:06 PM
Nampa High School		10:57 AM	10:27 AM
Skyview High School		10:57 AM	10:27 AM
Columbia High School		10:57 AM	10:27 AM
Union High School*		10:57 AM	10:27 AM
Treasure Valley Leadership Academy*		10:57 AM	10:27 AM

See Note 1 at the end of this section regarding Union High School and Treasure Valley Leadership Academy.

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Listed times are the scheduled beginning of the lunch period at each respective site; please note the different lunch start time on Wednesday. Product should be delivered at each site 15 minutes prior to the listed lunch period start time.

Lunch schedules are subject to change based on education programming and are not necessarily under the control of Nutrition Services. District will provide notification of changes in any schedule to awarded vendor(s) as far in advance of those changes becoming effective as is practical.

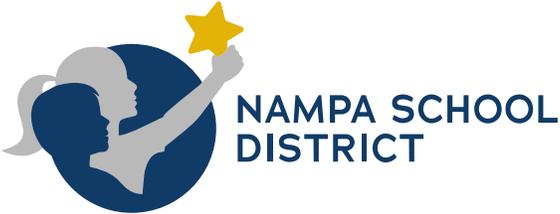
Adjustment to lunch schedules and school in-session days will occur, as required by the District's instructional calendar, including the cancelation of lunch service for any or all sites as necessary. Nutrition services will make reasonable efforts to inform the awarded vendor(s) of such irregularities and changes.

Note 1: Union High School and Treasure Valley Leadership Academy are both listed in the anticipated delivery days table and school lunch period schedule. Pizza service to these locations is not being requested at this time; they are included here as possible additions to lunchtime pizza service at a future date, should lunch operations warrant such addition, and in accordance with these specifications.

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Respondent Certification Form

- 1. **Debarment and Suspension**—In submitting this proposal, we certify our company is not currently debarred, suspended, or otherwise excluded from federal procurement actions by any federal agency. We further understand that that if information contrary to this certification comes available that such information may be grounds for disqualification from bidding, non-award, or nullification of a supply agreement.
- 2. **Byrd Anti-Lobbying Amendment**—In submitting this proposal, we certify our company 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.
- 3. **Anti-Collusion**—In submitting this proposal, we certify this proposal was developed and prepared without any collusion with any competing respondent or District employee; the content of this proposal has not been disclosed to any competing or potentially competing respondent prior to the proposal due date and time; and that no action has been taken to persuade any potential respondent to submit or withhold a proposal.
- 4. **National Sex Offender Registry**--Idaho Code §18-8329 prohibits any person who is registered or required to register under the Idaho Sex Offender Registration Act from being on school property if the person has reason to believe children under the age of 18 are present. In submitting this proposal, we certify that our company will not allow persons subject to this rule to participate in company business that would require them to be present on school property, as stated under the code. We further accept responsibility for cross checking such employees against the National Sex Offender Registry.
- 5. **Equal Employment Opportunity**—In submitting this proposal, respondent certifies it will, during the term of the contract, adhere to Equal Opportunity rules as prescribed in 41 CFR 60-1.4. Failure to do so may constitute grounds for disqualification from bidding, non-award, or nullification of a supply agreement.

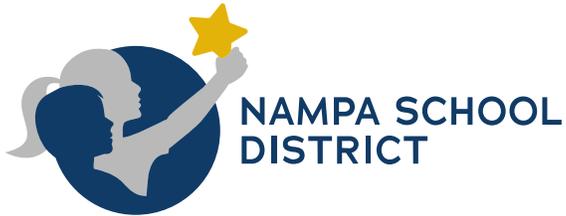
Signed: _____

Printed Name & Title: _____

Company: _____

Date: _____





USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the UDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AS-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

or

(2) Fax: (202) 690-7442

or

(3) Email: program.intake@usda.gov

This institution is an equal opportunity provider.

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**Nampa School District No. 131
Nutrition Services
Request for Proposals: Lunchtime Pizza
May 2019**

Proposal Pricing Form

Bidder Name:

Price per Pizza

14" Round cheese

14" Round pepperoni

14" Round Hawaiian

14" Round veggie

14" Round sausage

In submitting this proposal, bidder represents that it has read and understands the requirements as put forth, including applicable laws and regulations. The failure of any bidder to examine any form, addendum or other document shall in no way relieve the bidder from any obligations with respect to the proposal or any resulting agreement.

Authorized Signature

Printed Name

Title

Date

Sealed Bid Label—Cut Out

This label may be cut out along its border and affixed to the sealed envelope/package, to assist the bidder with the proper submission of its sealed bid. Use of this label is not required, it is provided as a convenience to bidders. If the label is not used, bidders should take care to see that the envelope or container is clearly marked with its company name and return address, properly address for delivery as shown, the title of the bid being submitted, and the words “Sealed Bid – Do Not Open” prominently marked on the container.

Should the sealed envelope or other container be enclosed within a shipper’s container, the outside of said shipper’s container should be marked with “Sealed Bid Enclosed” and sent to the address listed on the label.

No responsibility will attach to the school district or any district employee for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified.

<p><i>Bidder Name & Address</i></p> <hr/> <hr/> <hr/> <hr/> <p>SEALED PROPOSAL – DO NOT OPEN Proposal: Nutrition Services/Lunchtime Pizza Opening date/time: May 28, 2019 at 2:00 pm</p> <p>Tammy Wallen, Clerk of the Board Nampa School District 619 S. Canyon Street Nampa, ID 83686</p>
