Enclosed, for your reference and any questions an auditor may have, you will find the following documents regarding Spokane Public Schools' Nutrition Services Small Wares Prime Vendor, RFP 24-2021:

- Advertisement for this RFP
- Affidavit of advertisement from the Spokesman Review
- Proof this advertisement was posted to our public website
- The original Request for Proposal document
- Spokane Public Schools Board Recommendation
- Proof of posting in the board's consent agenda
- Proof of approval from the school board (6/23/21)
- Response documents from Bargreen's
- Response documents from 11400, Inc.
- Response documents from Pueblo Hotel Supply

Purchasing Department 2815 East Garland Avenue Spokane, WA 99207-5889

May 20, 2021

phone (509) 354-7174 fax (509) 354-7183 www.spokaneschools.org



ADVERTISEMENT FOR BIDS

Spokane Public Schools' Purchasing Department will receive sealed bids at 2815 East Garland Avenue, Spokane, WA 99207, for the following:

RFP No. 24-2021 NUTRITION SERVICES SMALL WARES PRIME VENDOR, until 2:00:00 p.m. PDT, Tuesday, June 8, 2021.

Specifications are on file in the Purchasing Department and posted on the Spokane Public Schools' Purchasing website: www.spokaneschools.org/solicitations

Spokane Public Schools encourages participation of Minority Owned and Women Owned Business Enterprises.

Individuals with disabilities who may need additional accommodations to participate in the public Bid opening should contact Pam Tatosky, Purchasing Services, at 509-354-7127, no later than three days prior to the scheduled opening date so arrangement for the accommodations can be made

BY ORDER OF THE BOARD OF DIRECTORS SPOKANE PUBLIC SCHOOLS

Dr. Adam Swinyard, Secretary

TO BE ADVERTISED IN THE Spokesman-Review, May 25 and June 1, 2021.

c:ad.bid

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON County of Spokane) ss

Name:	Spokane Public Schools	Client ID:	1133889
PO No.:	SR37933	No. Lines:	41
Total Cost:	\$175.11	Order No.	2071850
		-	

ADVERTISEMENT FOR BIDS

Spokane Public Schools' Purchasing Department will receive sealed bids at 2815 East Garland Avenue, Spokane, WA 99207, for the following:

RFP No. 24-2021 NUTRITION SERVICES SMALL WARES PRIME VENDOR, until 2:00:00 p.m. PDT, Tuesday, June 8, 2021.

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BY ORDER OF THE **BOARD OF DIRECTORS** SPOKANE PUBLIC SCHOOLS

Dr. Adam Swinyard, Secretary SR37933

I,	Jean	Rob	insor
٠,	ocan	LOD	11301

do solemnly swear that I am the Principal Clerk of The Spokesman-Review, a newspaper established and regularly published, once each day in the English language, in and of general circulation in the City of Spokane, Spokane County, Washington; and in the City of Coeur d'Alene, Kootenai County, Idaho; that said newspaper has been so established and regularly published and has had said general circulation continuously for more than six (6) months prior to the 23rd day of July, 1941; that said newspaper is printed in an office maintained at its place of publication in the City of Spokane, Washington; that said newspaper was approved and designated as a legal newspaper by order of the Superior Court of the State of Washington for Spokane County on the 23rd day of July, 1941, and that said order has not been revoked and is in full force and effect; that the notice attached hereto and which is a part of the proof of publication, time(s), the publication having was published in said newspaper one been made once each time on the following dates:

June 1, 2021

That said notice was published in the regular and entire issue of every number of the paper during the period of time of publication, and that the notice was published in the newspaper proper and not in a supplement.

Subscribed and sworn to before me at the City of Spokane

June 2021. 1st day of

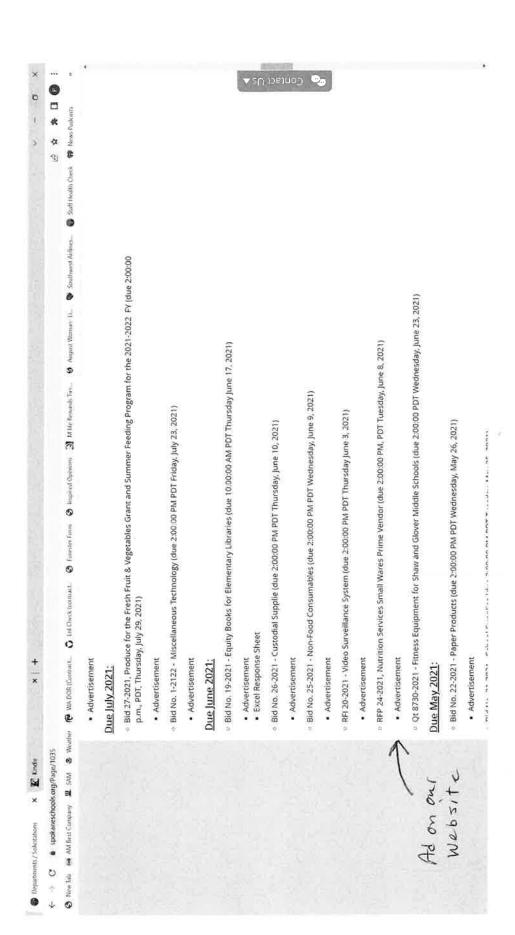
RECEIVED

ACCOUNTS PAYABLE

Notary Public in and for the State of Washington residing at Spokane County, Washington

Notary Stamp

Paper Affidavits.xls



REQUEST FOR PROPOSAL

NUTRITION SERVICES SMALLWARES PRIME VENDOR

SPOKANE PUBLIC SCHOOLS RFP NO. 24-2021

PROPOSALS ARE DUE NOT LATER THAN

2:00:00 p.m. PDT, Tuesday, June 8, 2021

All proposals will be received at:
Purchasing Department
Spokane School District No. 81
2815 East Garland Ave.
Spokane, WA 99207

Note: Each RFP is to be filed in a separate envelope and marked with the appropriate RFP name and time of opening. All submissions must be at Spokane Public Schools' Purchasing Office on or before the time shown above or they will not be accepted. Neither faxed, electronic nor "postage due" RFPs will be accepted.

Direct all RFP procedural inquiries to:

Pam Tatosky Purchasing Buyer (509) 354-7127

Direct all RFP product/service inquiries to:

Doug Wordell Nutrition Services Director (509) 354-7391

NUTRITION SERVICES SMALLWARES PRIME VENDOR RFP NO. 24-2021

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Byrd Anti-Lobbying Amendment

June 2021 RFP No. 24-2021 SECTION II

NUTRITION SERVICES SMALLWARES PRIME VENDOR ADDITIONAL TERMS AND CONDITIONS

- 1. <u>NOTE</u>: All respondents <u>must</u> read and understand this Request for Proposal in its entirety. There may be special instructions either in the terms and conditions or as an integral part of the RFP document that will impact the respondent's ability to perform.
- 2. <u>SCOPE</u>: This RFP is for the delivery of nutrition service small wares as listed in Section IV RFP Document to various District sites; typically, delivery will be the Central Warehouse located at 2815 East Garland, however, vendor must have the ability and willingness to deliver to all district sites as needed. The district further reserves the right to place orders for items not specifically named on this list as program needs arise. This contract is anticipated to have an annual total sales amount of approximately \$75,000.
- 3. TAXES: RFP prices shall not include taxes, however, applicable taxes shall be stated on invoices.
- 4. All items offered shall be identified by both brand and number where applicable.
- 5. Spokane School District No. 81 applies a process of test and evaluation designed to ensure essential quality depending on the intended use of various products within this Request for Proposal. The brands that are listed in the Product RFP List have been judged acceptable and are the district's standard products. Product substitutions may be suggested, but final approval of all product standards will be at the discretion of the Nutrition Services department. Each brand substitution will be subject to a product evaluation; sample may be requested by the District during the evaluation phase. The district continually investigates new or additional products and invites vendors to make these products available for evaluation.
- 6. <u>INTERPRETATION</u>: If the respondent discovers any errors, discrepancies, or omissions in the RFP specifications, or has any questions as to the meaning or sufficiency of the RFP specifications, the respondent must notify the purchasing department buyer responsible for this solicitation. Any addenda issued will be incorporated into the contract or purchase order.
- 7. No alteration in any of the terms, conditions, delivery, quality, quantities, or specifications of this solicitation will be considered without prior consent of the purchasing agent.
- 8. All data contained in this solicitation shall form a part of resulting contracts.
- 9. RFPs shall be made on the spreadsheets provided with all spaces fully completed. All product information, vendor product numbers and pricing must be entered into the Excel spreadsheet that is provided with the RFP information. Enter the product data in the area indicated. The spreadsheet is formatted to automatically calculate the extended total. Any product substitutions or brand name changes must be entered into the spreadsheet in place of the listed product. ALL CHANGES in the Product RFP List must be BOLDED and in a red font. Only the amount of information requested on the RFP form will be considered in the evaluation of the RFP. The completed forms shall be without inter-lineation, alteration, or recapitulation of work to be done. The person signing the RFP must initial erasures and/or corrections in the RFP. In addition, all respondents must submit either a computer CD-ROM or thumb drive containing the Product RFP List in Microsoft Excel format <u>and</u> a completed printed paper form of the RFP Excel spreadsheet. The electronic version will allow the district to compile RFP results more efficiently. The paper form, along with original signature pages, is also required for the formal RFP file. All prices bid shall exclude Washington State sales tax however, invoices submitted for payment shall include Washington State sales tax if required by state law.

June 2021 RFP No. 24-2021 Page 2

NUTRITION SERVICES SMALLWARES PRIME VENDOR ADDITIONAL TERMS AND CONDITIONS (cont.)

- Evaluation of RFPs: The contract will be awarded on an all or none basis to the contractor scoring the highest number of points as indicated below. Such determination will, of necessity, require some judgmental evaluations by district representatives. Other industry specialists may be used in the evaluation process at the discretion of Spokane Public Schools. The decision resulting from the evaluation process as to which contractor best meets the needs of the district remains the sole responsibility of the district and is final. The highest total point value will determine the award based on 3 qualifications which are:
 - Price 50 points (50%)
 - Service 40 points (40%)
 - Quality 10 points (10%)

In order to be considered for award, vendor must provide pricing for at least 95% of the Items as requested on the Product List spreadsheet.

- 11. Awards resulting from this solicitation will be made only on an all-or-none basis.
- Contract Renewal: The initial contract term shall commence September 1, 2021 and continue through August 31, 2022. It is the desire of Spokane Public Schools to consider the option to extend this contract for a maximum of four one-year periods beyond the current contract year. Each optional renewal year will be contingent on school board approval and run from September 1 through August 31. Under no circumstances will this contract exceed August 31, 2026.
- District officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of a district purchase entered into, or anticipated in the future, from any person, firm, or corporation. District employees, within the course of their employment, are prohibited from accepting any gratuity (including food or beverage) from a supplier of goods or services to the district.
- 14. Contract Termination: The district, by 30 days written notice, may terminate this contract, in whole or in part. In the event that this contract is terminated prematurely, the district reserves the option to award to the next low respondent. The contractor may terminate their services only at the end of the contract year (August 31) with 90 days written notice. Any subsequent award will be subject to any remaining contract periods.
- Force Majeure: The contractor is not liable for the consequences of any failure to perform or default in performing any of its obligations under this agreement, if that failure default is caused by unforeseeable Force Majeure, beyond the control of a without the fault of negligence of the contractor. For the purposes of this agreement, Force Majeure will mean war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, sabotage, military or usurped power, lightning, explosion, fire, storm, drought, flood, earthquake, epidemic, quarantine, strikes, acts of restraint of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required, inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulation of any governmental authorities.

June 2021 RFP No. 24-2021 Page 3

NUTRITION SERVICES SMALLWARES PRIME VENDOR ADDITIONAL TERMS AND CONDITIONS (cont.)

- 16. <u>EQUAL EMPLOYMENT OPPORTUNITY COMPLIENCE</u>: Vendors who desire to provide the district with supplies or services must comply with the requirements as set forth in the district's "Equal Employment Opportunity" statement as contained in the RFP documents. This form must be signed and returned as part of the proposal package in order to be considered as a qualified respondent
- 17. POLICY FOR VEHICLES ON SCHOOL GROUNDS DURING THE SCHOOL DAY:

 No vehicles may be driven on school grounds unless otherwise addressed herein. Under no circumstances may any vehicle be driven on a playground area while children are present on the playground. If access to a playground area is necessary, assistance must be obtained from school staff to clear the area of students prior to vehicle entry.
- 18. <u>BYRD ANTI-LOBBYING AMENDMENT</u>: In accordance with federal regulations, contractor must submit certification that it 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, an 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 this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

June 2021 RFP No. 24-2021 SECTION III

NUTRITION SERVICES SMALLWARES PRIME VENDOR TECHNICAL SPECIFICATIONS

- 1. Price Escalation and De-escalation: Spokane Public School District No. 81 encourages all vendors to quote prices on the basis that they may be increased or decreased as the market costs fluctuate. Changes in prices may not occur more than once in the 12 month period from September 1 through August 31. Order guides (Product Catalogs) must contain current valid contract prices and be received at the kitchens prior to price increase. Vendor must supply their current small wares catalog and pricing with RFP response.
- Annual Adjustment: Increases in pricing for the second and ensuing years of the agreement may be opened to negotiations with the District. The District will require the successful vendor to furnish evidence of increased costs of doing business, but under normal circumstances, this increase shall not exceed the Consumer Price Index (CPI), United States City Average for Urban Wage Earners and Clerical Workers as published by the U.S. Department of Labor, of the preceding year. Such changes, if approved, will be effective September 1 and shall remain constant throughout the contract year.
- 3. <u>Addition of Incidental Non-RFP Items</u>: The district may elect to purchase from awarded vendor additional supply items not specifically priced in the RFP. Such items may be stock or non-stock items. Prices for such non-RFP items shall comply with all pricing procedures outlined within this RFP.
- 4. <u>Product Changes</u>: The awarded contractor shall not substitute product brands without written approval of the district. Any substitution shall be of equal or higher quality at the contracted price or lower. In the event new products are introduced into the market place that will better serve the food service program's interests, the Nutrition Services Department may elect to substitute the new product for a like item contracted in the RFP.
- 5. <u>Competitive Pricing</u>: The district reserves the right to research competitively priced product at the time of the actual purchase. If better pricing can be found from another vendor at the time of purchase, the district contractor must meet that product price or release the district to purchase elsewhere.
- 6. State or other member association contracts, where applicable and in compliance with RCW 39.34, will be considered as a bid for award purposes. Spokane Public Schools is a party to interlocal cooperative purchasing agreements with King County Directors Association (KCDA) and the State of Washington Office of State Procurement (OSP).
- 7. All pricing on the response spreadsheet shall be bid FOB school district destination. At no time during the period of this contract will additional freight fees, fuel surcharges or any other fees be applied to the items being delivered.
- 8. All product deliveries must be coordinated with the Nutrition Services Department and delivery site manager. All items shall be delivered F.O.B. destination as specified in Section IV, RFP Documents. No actual school deliveries will be made from 10:30 a.m. through 1:00 p.m. unless specifically approved by the district Nutrition Services Director.

NUTRITION SERVICES SMALLWARES PRIME VENDOR TECHNICAL SPECIFICATIONS

- 9. <u>Security Requirements</u>: To qualify for this RFP, the vendor must demonstrate to the district safety/security director the ability to safely access district property and deliver product. This includes but is not limited to:
 - Safe delivery procedures
 - · No backing on school grounds when children are present
 - All deliveries shall be scheduled and coordinated with nutrition services, all changes shall be communicated to these departments in a timely manor
- 10. <u>Purchased Product Quantities</u>: Each school will work with vendor to minimize the number of required drops and maximize the drop size. Small drop deliveries may be requested if an emergency arises.
- 11. <u>Estimated Quantities</u>: All quantities listed in the RFP documents are based on historical data. The quantities stated are approximate only and are subject to either increase or decrease at the district's discretion and are stated for the purpose of comparing the proposals only. Should the quantities of any of the items be increased, the undersigned respondent shall furnish the additional articles at the unit prices set out herein, and should the quantities be decreased, payment will be made on the actual items accepted/received at such unit prices, and the undersigned respondent will make no claim for anticipated profits or additional compensation for any increase or decrease in the quantities. It should be understood that the district may purchase any number of items from the respondent at the unit prices proposed.
- Proof of Delivery/Shortage/Credits: Three copies of an itemized, priced delivery receipt must accompany each delivery. This receipt must clearly indicate the quantity, item description, unit price and extension of each item delivered. Two copies of such receipt are to be left at the delivery destination. The third copy of the receipt is to be signed as received by the receiving site and retained by contractor. If requested, a copy of the signed delivery receipt shall accompany invoicing. Three copies of any shortages, returns or credit slips must be provided at the time of delivery and distributed as stated above. The contractor shall be responsible for indicating shortages, back orders, delayed shipments, etc. on any documentation provided at time of delivery. Vendors are invited to propose their electronic invoice system if it has proven to work well for other customers of similar scope. The district may be interested in exploring this method; should it be found to be compatible with district procedures, it may be used in future contract years.
- 13. Quantity Discounts and Rebates: The contractor shall pass on all available cash discounts and rebates from manufacturers to the district caused by quantity purchasing. Evidence of such pass through rebates shall be retained for district review during on-site audits.
- 14. <u>Additional Rebates and Discounts</u>: The successful vendor must pass along to the district any additional savings, rebates, bid allowances, or discounts that a manufacturer or supplier provides.
- 15. <u>Product Warranty</u>: Product must be warranted and fit for the purpose for which it is intended. If product quality is found to be inferior within a reasonable time after delivery, as defined by distributor and district, the distributor will replace the product or credit the district as defined above.
- Payment will be made on receipt of ordered items in good condition and receipt of correct invoice. Invoices and/or credits may be corrected verbally if documented by the respondent and the district. The district reserves the right to correct invoices for payment based on contracted RFP prices and documented changes.

RFP No. 24-2021 SECTION III Page 3

NUTRITION SERVICES SMALLWARES PRIME VENDOR TECHNICAL SPECIFICATIONS

- Audit Rights: The records and invoice prices of the respondent will be subject to an on-site audit by the district. All landed costs and invoice prices shall be copied and supplied to the district accounting department. The vendor shall be required to furnish copies of receiving documents and invoices upon which RFP prices are based. The vendor shall also furnish copies of rebates made available by the manufacturer to the respondent, which would not appear on the invoice. The audit may require repeated furnishing of invoice copies for particular items at various times during the year. The contractor shall be required to complete forms furnished by the district as part of the audit process. Contractor completion of the audit form and furnishing of invoice copies shall be done within 10 working days of receipt of request. The contractor shall furnish the district documents showing:
 - Monthly volume by site of all RFP items
 - Year-to-date volume of all products purchased
 - Itemized all USDA commodity rebate products (if applicable)
 - Order guide of products
- 18. <u>Usage Reports</u>: The successful respondent shall supply periodic recaps of purchases by site, by area, by product, and by category as requested by Nutrition Services.
- 19. <u>Stock/Non-stock Items</u>: Vendor needs to identify all products proposed that will not be stocked in the vendor's warehouse and indicate the estimated lead time required from the time the order is placed until it is delivered to the site.
- 20. <u>Will Call Orders</u>: Will call orders shall be made available to all sites. As a separate attachment to your response, please describe the logistics that will be utilized by your firm to be able to provide product to a district site or warehouse within 30 minutes transport time after notification of need via telephone or electronic notification.
- 21. Intermode Intermode Internoce Intermode Intermode Intermode Intermode Intermode Internoce Intermode Intermode Intermode Internoce Intermode Intermode Internoce Internoce
- 22. All quantities referenced in this solicitation are based on Spokane Public Schools historic ordering quantities only. Any additional manufacturer's rebate or quantity discounts received as a result of added interlocal participation volume will be passed onto Spokane Public Schools.
- 23. <u>INVOICES</u>: All invoices shall be sent to Accounts Payable, 200 North Bernard, Spokane, WA 99201 and shall include all costs associated with delivery. SPS shall provide payment within 30 days upon receipt of an approved and acceptable invoice provided goods have been received by the District.

June 2021 RFP No. 24-2021 SECTION IV

Firm Name		

NUTRITION SERVICES SMALLWARES PRIME VENDOR REP DOCUMENTS

	RFP DOCUMENTS
Please complete the accompanying	Excel Spreadsheet with current pricing.
Please list payment terms and disco	ount (if any) for quick payment:%days, netdays
Receipt of Addendum numbered	is hereby acknowledged. (fill in number of each addenda received)
read the terms and conditions and s	s furnished with this RFP document. By signing RFP, vendor affirms having specifications and agrees thereto and warrants that RFPs supplied herein cept if otherwise stated in a special condition by Spokane Public Schools.
61 NOT 1.	
	FIRM NAME:ADDRESS:
Spokane Public Schools	PHONE NO FAX NO
RETURN RFP TO:	BY (Please Print):
Purchasing Office	TITLE:
Purchasing Office 2815 Fast Garland Ave	EMAIL:

Spokane, WA 99207

RFP No. 24-2021 June 2021 Attachment A

NUTRITION SERVICES SMALLWARES PRIME VENDOR RFP CHECK LIST

The above forms have been completed and returned in the proposal response packet. _____(initial)

THIS FORM IS TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENTS.

RFP No. 24-2021 June 2021 Attachment B

Firm Nam	e)	
Firm Nam	e			

NUTRITION SERVICES SMALLWARES PRIME VENDOR QUESTIONNAIRE

1.	Vendor must bid on 95% of the items listed, alternates will be considered	Yes	_ No	
2.	Vendor will make deliveries to Spokane School sites as indicated. In addition, vendor must be willing to deliver to all school sites as needed.	Yes	_ No	
3.	Vendor will supply order forms and product guides to all listed sites periodically.	Yes	_ No	
4.	Vendor shall supply periodic recaps of purchases by school, by product, by category as requested (not more than monthly).	Yes	_ No	
5.	Vendor shall ensure ample equipment and staffing to fully comply with this contract.	Yes	_ No	
6.	Vendor shall provide any software for on-line ordering and training at no additional cost to the district.	Yes	_ No	
7.	On-line ordering capability exists.	Yes	_ No	
		(Circle app	ropriate :	answer
8.	Listed on a separate sheet, your 5 largest accounts along with the name and phone number of a contact person for that account.	Attached?	Yes I	No
9.	Provide the percentage of inaccurate orders during the most recent full calendar month for these 5 largest accounts listed.	Attached?	Yes I	No
10,	Provide list of at least two Eastern Washington school district prime vendor account references listing district name, contact person and phone number.	Attached?	Yes I	No
11.	Provide a "will call" logistics plan for last minute product requirements.	Attached?	Yes I	No
12.	Provide a list or catalog of small wares available from your firm.	Yes	No	

THIS FORM IS TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENTS.

RFP No. 24-2021 June 2021 Attachment C

Firm Name	
Firm Name	

NUTRITION SERVICES SMALLWARES PRIME VENDOR PRIMARY DELIVERY LOCATIONS

Libby Center The Community School Ferris High School Lewis and Clark High School North Central High School Rogers High School Shadle Park High School Chase Middle School Garry Middle School Glover Middle School Sacajawea Middle School Salk Middle School Shaw Middle School Central Warehouse

2900 East First Avenue 1300 West Knox Avenue 3020 East 37th Avenue 521 West Fourth Avenue 1600 North Howard Street 1622 East Wellesley Avenue 4327 North Ash Street 4747 East 37th Avenue 725 East Joseph Avenue 2404 West Longfellow Avenue 401 East 33rd Avenue 6411 North Alberta Street 4106 North Cook Street 2815 East Garland

DISTRICT ELEMENTARY SITES

Adams Elementary Arlington Elementary Audubon Elementary Balboa Elementary Bemiss Elementary Browne Elementary Cooper Elementary Finch Elementary Franklin Elementary Garfield Elementary **Grant Elementary** Hamblen Elementary Holmes Elementary **Hutton Elementary** Jefferson Elementary Lidgerwood Elementary 5510 North Lidgerwood St Spokane Montessori

2909 East 37th Ave 6363 North Smith St 2020 West Carlisle Ave 3010 West Holyoke Ave 2323 East Bridgeport Ave 5102 North Driscoll Blvd 3200 North Ferrall St 3717 North Milton St 2627 East 17th Ave 222 West Knox Ave 1300 East 9th Ave 2121 East Thurston Ave 2600 West Sharp Ave 908 East 24th Ave Indian Trail Elementary 4102 West Woodside Ave 123 East 37th Ave

1300 West Knox Ave

Lincoln Heights Elementary Linwood Elementary Logan Elementary Longfellow Elementary Madison Elementary Moran Prairie Elementary Mullan Road Elementary Regal Elementary Ridgeview Elementary Roosevelt Elementary Sheridan Elementary Stevens Elementary Westview Elementary Whitman Elementary Willard Elementary Wilson Elementary Woodridge Elementary

3322 East 22nd Ave 906 West Weile Ave 1001 East Montgomery Ave 800 East Providence Ave 319 West Nebraska Ave 4224 East 57th Ave 2616 East 63rd Ave 2707 East Rich Ave 5610 North Maple St 333 West 14th Ave 3737 East 5th Ave 1717 East Sinto Ave 3520 West Bismark Ave 5400 North Helena St 500 West Longfellow Ave 911 West 25th Ave 5100 West Shawnee Ave

RFP No. 24-2021
June 2021
Attachment D

NUTRITION SERVICES SMALLWARES PRIME VENDOR USDA CERTIFICATION REGARDING DEBARMENT

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the next page in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms "covered transaction," debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntary excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a per son who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RFP No. 24-2021 June 2021 Attachment D

Firm Name		

NUTRITION SERVICES SMALLWARES PRIME VENDOR USDA CERTIFICATION REGARDING DEBARMENT (CONT)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <u>Federal Register</u> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON PREVIOUS PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	PR/Award Number or Project Name
Name and Title(s) of Authorized Representative	
Signature(s)	Date

(Please return this fully executed page. Failure to do so may disqualify your firm)

RFP No. 24-2021
June 2021
Attachment E

Firm N	Name		

NUTRITION SERVICES SMALLWARES PRIME VENDOR EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT

Vendors who desire to provide the Spokane School District No. 81 with equipment, supplies and/or professional services must comply with the following equal employment opportunity requirements. During the performance of this contract, the respondent agrees as follows:

- 1. Respondent agrees to comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- 2. The respondent will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or mental or physical handicap. The respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- 3. The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any mental or physical handicap.
- 4. The respondent will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the respondent's equal employment commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. Any respondent who is in violation of these requirements, or an applicable Equal Employment Opportunity, shall be barred forthwith from receiving award of any purchase order from this district or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices, or non-compliance with applicable affirmative action programs have terminated and that re-occurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

Acknowledgment: The undersigned ack	knowledges that he/she has read and understands the foregoing
Signature of Authorized Agent	
Name of Firm	
Date	

(Please return this fully executed page. Failure to do so may disqualify your firm)

RFP No. 24-2021
June 2021
Attachment F

Firm Name		

NUTRITION SERVICES SMALLWARES PRIME VENDOR BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

In accordance with federal regulations, contractor must submit certification that it 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, an 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 this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

By signature below, our firm certifies that it is in full compliance of the Byrd Anti-Lobbying Amendment and further certifies that they do not contract with other firms or individuals who are in violation of this Amendment.

Signed:	
Printed Name:	Title:
Firm:	

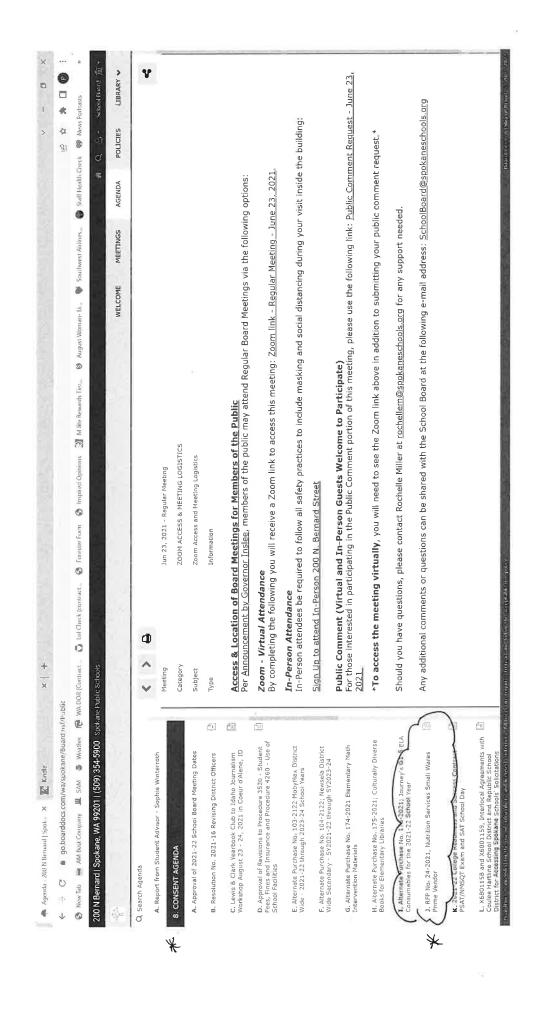
(Please return this fully executed page. Failure to do so may disqualify your firm)

Small Wares Equipment - June 2021

ltem	ltem#	1 year usage (based on 2 year	Model and No. (if bidding brand other	Unit Cost	Extended Cost
Knife Paring 4", white handle	DEX19643	300	riigii sheciiied)		\$0.00
Oven Mitt 13"	BVU800FG13	09			\$0.00
Oven Mitt 15"	BVU800FG15	09			\$0.00
Pan Full Size 4"	CAM14CW110	09			\$0.00
Pan Half Size 4" Black Long	CAM24LPCW110	99			\$0.0\$
Pan Lid Full Size Clear Long	CAM20LPCWC	09			\$0.00
Spoon For Salad Bar 8"	CON4460BL	48			\$0.00
Pan Grabber 8.5 x 11 w/ strap	BVU803PG	450			\$0.00
Pan Grabber 10 x 11 w/ slit	835PG	40			\$0.00
Scales Portion Control 32 ounce	TAYTS32	12			\$0.00
Bucket Red 6 Quart	KP196	09			\$0.00
Container Crock Tall 1.2 Quart	CON341BL	24			\$0.00
Container Crock 1.5 Quart	CON343BL	24			\$0.00
Container For Flatware	JHN5255	48			\$0.00
Muffin Tin, 4 oz/24 Cup	Crestware MUF24	125			\$0.0
Towel 15X26 Burgandy/Brown	Golden Mills RN112616	30			\$0.00
Towel Bar Ribbed Terry 28 oz	Ritz Chefline CLEMR	9			\$0.00
Twel Micro Fiber Blue 12/pkg	Wypall 8362010	70			\$0.00
Tong Black 12"	CON4712BL	06			\$0.00
Tong Black 9"	CON460BL	100			\$0.00
Pan Freezer Full Size 6" Black	CONCM11003+	36			\$0.00
Pan Freezer 1/2 Size 6" Black	CONCM110103+	36			\$0.00

Pan Freezer 1/3 Size 6" Black	CONCM110203	36		\$0.00
Carts for Café	CAMBC340KDBLK+	40		\$0.00
Broom Angle Poly Café	EUB6375	36		\$0.00
Combi Cleaner Tablet	ALTCE28892	10		\$0.00
Forks SS dz/box	Dominion DOM15	185		\$0.00
Spoons SS dz/box	Dominion DOM11	80		\$0.00
Timer 100 Minute Digital Mag	CDN TM15	45		\$0.00
Thermometer Oven Dial 22/600 F	TAY5932	24		\$0.00
Thermometer Pocket Digital -40/320	Cooper Atkins DT300	40		\$0.0\$
Thermometer Pocket Dial 0/220 F	CAKPDT300	160		\$0.00

\$0.00





Agenda Item Details

Meeting

Jun 23, 2021 - Regular Meeting

Category

8. CONSENT AGENDA

Subject

J. RFP No. 24-2021, Nutrition Services Small Wares Prime Vendor

Type

Action (Consent)

Recommendation:

Approval to award the Nutrition Services' Small Wares Prime Vendor contract to Bargreen Ellingson Restaurant Supply and Design, Spokane WA for an anticipated estimated amount of \$75,000 during the 2021-2022 fiscal year.

Tabulation:

Bargreen Ellingson Restaurant Supply and Design, Spokane WA

\$34,224.25 ✓

11400 Food Service Equipment, Lancaster PA

\$14,055.80 †

Pueblo Hotel Supply, Pueblo CO

\$60,065.56

- ✓ Low pricing is based on annual historic purchases of the 35 most commonly ordered items averaged over a two-year period.
- † The vendor bid several products using alternative brands that are not equal in quality to items the district currently uses.

Background:

This recommendation is to establish an exclusive, or prime vendor, contract for the purchase of small, low dollar, durable items used by the Nutrition Services programs district wide. With the volume of small wares that are purchased, it was deemed more efficient to send out a Request for Proposal (RFP) for a single contract rather than obtaining several smaller quotations throughout the year. By entering into a "prime vendor" contract we can maintain consistency in equipment and arrange for individual, emergency site drop-offs when circumstances require immediate delivery. The RFP pricing can be accessed by all district departments including the warehouse. This contract has an annual option to renew up to four additional one-year periods. Therefore, it is recommended that the board authorize approval of Bargreen Ellingson as the small wares prime vendor, allowing the district to make purchases as deemed necessary. The expenditures resulting from this recommendation will come out of the district general fund.

21.06.23 RFP 24-2021 Response Tab.pdf (109 KB)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Vice President Wiser made a motion to remove Item H.

Motion by Mike Wiser, second by Nikki Otero Lockwood.

Final Resolution: Motion Carries

Yes: Jerrall Haynes, Mike Wiser, Jenny Rose Slagle, Nikki Otero Lockwood, Aryn Ziehnert

Small Wares Equipment - June 2021

ltem	Item#	1 year usage (based on 2 year average)	Model and No. (if bidding brand other than specified)	æ	Bargreen	11400 Food	11400 Food Service Equipment	Pueblo	Pueblo Hotel Supply
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Knife Paring 4", white handle	DEX19643	300		\$4.17	\$1,251.00	\$2.00	\$600.00	\$6,30	\$1,890.00
Oven Mitt 13"	BVU800FG13	60		\$8.73	\$523.80	\$4.75	\$285.00	\$7.80	\$468.00
Oven Mitt 15"	BVU800FG15	60		\$9.95	\$597.00		\$345.00	\$8.91	\$534.60
Pan Full Size 4"	CAM14CW110	60		\$11.90	\$714.00		\$720.00	\$11.23	\$673.80
Pan Half Size 4" Black Long	CAM24LPCW110	65		\$8.90	\$578.50		\$601.25	\$8.35	\$542.75
Pan ill Size Clear Long	CAM20LPCWC	60		\$5.60	\$336.00		\$315.00	\$5.70	\$342.00
Spoo or Salad Bar 8"	CON4460BL	48		\$1.38	\$66.24		\$96,00	\$1.28	\$61.44
Pan Grabber 8.5 x 11 w/ strap	BVU803PG	450		\$3.54	\$1,593.00		\$810.00	\$4.23	\$1,903,50
Pan Grabber 10 x 11 w/ slit	835PG	40		\$5.26	\$210.40		\$132.00	\$4.65	\$186.00
Scales Portion Control 32 ounce	ТАҮТS32	12		\$56.52	\$678.24	10	\$354.00	\$56.23	\$674.76
Bucket Red 6 Quart	KP196	60		\$4.95	\$297.00		\$240.00	\$5.29	\$317.40
Container Crock Tall 1.2 Quart	CON341BL	24		\$5,48	\$131.52		\$132.00	\$3.65	\$87.60
Container Crock 1.5 Quart	CON343BL	24		\$7.56	\$181.44		\$186.00	\$5.18	\$124.32
Container For Flatware	JHN5255	48		\$0.75	\$36.00		\$48.00	\$2.03	\$97,44
Muffin Tin, 4 oz/24 Cup	Crestware MUF24	125		\$15.75	\$1,968.75	4.0	\$2,812.50	\$18.08	\$2,260.00
Towel 15X26 Burgandy/Brown	Golden Mills RN112616	30				\$2.00	\$60,00	\$0.92	\$27.60
Towel Bar Ribbed Terry 28 oz	Ritz Chefline CLEMR	65		\$11.33	\$736.45	\$0.60	\$39.00	\$1.14	\$74.10
Twel Micro Fiber Blue 12/pkg	Wypall 8362010	70		\$59.90	\$4,193.00	\$0.50	\$35.00	\$83.18	\$5,822,60
Yong Black 12"	CON4712BL	90		\$3.49	\$314.10	\$4.00	\$360.00	\$3.74	\$336.60
Tong Black 9"	CON460BL	100		\$1.26	\$126.00		\$275.00	\$1.65	\$165.00
Pan Freezer Full Size 6" Black	CONCM11003+	36		\$90.00	\$3,240.00	40	\$522,00	\$13.65	\$491,40
Pan/ rer 1/2 Size 6" Black	CONCM110103+	36		\$71.00	\$2,556.00	\$7.75	\$279.00	\$21.39	\$770.04
Paner 1/3 Size 6" Black	CONCM110203	36		\$41.00	\$1,476.00		\$208.80	\$22.56	
Carts for Café	CAMBC340KDBLK+	40		\$176.00	\$7,040.00	4.0	\$2,550.00	\$919.01	\$3
Broom Angle Poly Café	EUB6375	36		\$15.75	\$567.00		\$342.00	\$15.90	
Combi Cleaner Tablet	ALTCE28892	10		\$55.50	\$555.00		\$650.00	\$56.66	\$566,60
Forks SS dz/box	Dominion DOM15	185		\$1.72	\$318.20		\$27.75	\$0.20	\$37.00
Spoons SS dz/box	Dominion DOM11	80		\$1.10	\$88.00	\$0.20	\$16,00	\$0.13	\$10.40
Timer 100 Minute Digital Mag	CDN TM15	45		\$9.25	\$416.25	\$4.50	\$202.50	\$12.77	\$574:65
Thermometer Oven Dial 22/600 F	TAY5932	24		\$4.64	\$111.36	\$3.00	\$72,00	\$3.64	\$87.36
Thermometer Pocket Digital -40/320	Cooper Atkins DT300	40		\$16.62	\$664.80	\$7.50	\$300.00	\$13.97	\$558.80
		200		\$16.62			2000000		

ookane Public Schools excellence for everyone

Page 1 of 1

PURCHASE ORDER NUMBER:

220188

PO DATE:

09/01/21

ORDER DUE DATE:

09/01/21

PAYMENT MAY BE DELAYED UNLESS PO# APPEARS ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGING.

VENDOR NUMBER

005505

VENDOR PHONE NUMBER (509) 324-2939

FX(509) 324-2944

REQUISITION NUMBER

R60578

VENDOR INFORMATION

BARGREEN ELLINGSON

223 W BOONE AVE

SPOKANE, WA 99201-0000

ATTN:

BID/QUOTE NO.:

24-2021

CONTRACT NO .:

B-JPR-SMALL WARE

BUYER:

PAM T

BUYER PHONE NO .:

(509) 354-7127

SHIP TO: NUTRITION SERVICES

200 N BERNARD ST SPOKANE, WA 99201 SEND INVOICE TO:

NUTRITION SERVICES

200 N BERNARD ST SPOKANE, WA 99201

FOR:

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO THIS ADDRESS REGARDLESS OF THE SHIPPING DESTINATION.

I OIC.			REGARDLESS OF THE SE	IPPING DESTINATION	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
0001	75,000	\$	REFERENCE RFP NO. 24-2021, NUTRITION SERVICES SMALL WARES PRIME VENDOR, DATED 6/08/21. THIS PURCHASE ORDER CONTRACT WAS APPROVED BY THE SCHOOL BOARD ON 06/23/21 FOR SUPPLYING NON-ELECTRIC SMALL WARE ITEMS IN SUPPORT OF THE NUTRITION SERVICES MEAL PROGRAMS. ALL ORDERS WILL BE PLACED BY EACH INDIVIDUAL KITCHEN, THE NUTRITION SERVICES STAFF, OR THE WAREHOUSE IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS OF THE AFOREMENTIONED RFP. THE PERIOD OF THIS PURCHASE ORDER SHALL BE FROM 9/01/21 THROUGH 8/31/22.	1.00 Subtotal	75,000.00 75,000.00 6,750.00
ARTICL	ES SPECIFI	ED ARE SU	BJECT TO THE FOLLOWING CONDITIONS:	PO TOTAL	81,750.00

1. Goods other than those specified on this order must not be substituted without authorization.

2. The right of cancellation in case of long delay in shipment is reserved.

3. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if item is backordered or canceled.

4. If not sold F.O.B. destination, prepay shipping charges, if any, and invoice accordingly. No C.O.D.'s will be accepted.

5. Payments shall be paid within 30 days receipt of an acceptable invoice provided goods/services have been received.

6. Authorization for price discrepancies is necessary only if total order is increased more than \$25.

INTERNAL USE ONLY

RECEIVING SIGNATURE:

DATE REC'D:

PURCHASE ORDER a AUTHORIZED BY: \

Latosky

Purchase Requisition for Miscellaneous Supplies

SPOKANE PUBLIC SCHOOLS Spokane, Washington NAME OF PURCHASE: Loc#: 680 Req#: Req Date: 17-May-21 Due Date: DO NOT USE PO#: 220188 Deliver To: Suggested Vendor: Vendor TBD by Bid Phone #: Fax #: Ordered By: (Signature) (Budgetary Signature) 5 19 21 Approved By: Special Remarks: Will items on requisition be used for; (NOTE, ALL QUESTIONS MUST BE ANSWERED) Yes IF for Federal Grant or Non-Federal Grant □ NO operated in partnership with a Federal Grant. ...Elementary If yes, approval needed from a Director of YES ✓ NO Elementary Curriculum. Instruction? ...Secondary If yes, approval needed from the Director of YES ✓ NO Secondary Curriculum. Instruction? ...Tech Services, If yes, approval needed from the Director of [√] NO hardware or software? Technology Services. **Total Cost** Qty. Unit Description Account # Stock # **Unit Cost** lεΑ Small Wares Purchases 680.198N.44.65611 75,000.00 S 75,000.00 1 Purchases from 9/1/21-8/31/22 Please send copy of PO to Nutrition Services

Building Retention 2 years

orm 10-0009

Rev 10/15

Web Form 10-0009

Stores OR-1506

SUBTOTAL \$

SUBTOTAL

TOTAL

\$

S

S

0.00%

8.90%

SHIPPING & HANDLING RATE

SALES TAX RATE

Revised 04/03/19

75,000.00

75,000.00

6,675.00 81,675.00