

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

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



July 20, 2018

ADVERTISEMENT FOR BIDS

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

Bid No. 2-1819
MILK AND DAIRY PRODUCTS, until 2:00:00 p.m. PDT, Thursday, August 9, 2018

Bid No. 3-1819
BAKERY PRODUCTS, until 2:00:00 p.m. PDT, Thursday, August 9, 2018

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. Shelley Redinger, Secretary

TO BE ADVERTISED IN THE Spokesman-Review, July 26th and August 2, 2018

c:ad.bid

ADVERTISEMENT FOR BIDS

*Federal Tax ID No. 68-0617327

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BY ORDER OF THE
BOARD OF DIRECTORS
SPOKANE PUBLIC SCHOOLS

Dr. Shelley Redinger, Secretary
SR34331

AFFIDAVIT OF PUBLICATION

**STATE OF WASHINGTON
County of Spokane} ss**

Name:	<u>Spokane Public Schools</u>	Client ID:	<u>1133889</u>
P.O. No.	<u>SR34331</u>	No. Lines:	<u>46</u>
Total Cost:	<u>\$394.32</u>	Order No:	<u>257914</u>

I, Joni L. Vincent
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 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Superior Court of the State of Washington for Spokane County on the 23rd day of July, 1941, and that said order has not been revoked and is in full force and effect; that the notice attached hereto and which is a part of the proof of publication, was published in said newspaper two time(s), the publication having been made once each time on the following dates:

July 26, 2018
August 2, 2018

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, this
_____ day of _____, 2018.

Joni L. Vincent



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

Notary Stamp

Departments / Solicitation Arch... x Kindle Cloud Reader

ipokaneshschools.org/Page/1034

Apps New Tab All Best Company SAM Weather WA DOR (Contract... Enl Check (contract...

Curriculum Call for Resources
Interlocal Agreements
Small Works Roster

+ Capital Projects Home
Communications Home

- Bid No. 7-1819 - Air filters Annual (due 2:00:00 PDT, Thursday, November 1, 2018)
 - Advertisement
- Bid No. 8-1819 - School Supplies (due 2:00:00 PDT, Friday, November 2, 2018) Advertisement
 - Advertisement
- Bid No. 11-1819 - Non-Food Consumables (due 2:00:00 PST, Thursday, November 8, 2018)
 - Advertisement
- Bid No. 9-1819 - Paper Products (due 2:00:00 PST, Friday, November 16, 2018)
 - Advertisement

Solicitations Due August 2018:

- Bid No. 5-1819 - Music Instruments (due 2:00:00 PM PDT Thursday, August 2, 2018)
 - Advertisement
- Bid No. 2-1819 - Milk and Dairy (due 2:00:00 PM PDT Thursday, August 9, 2018)
 - Advertisement
- Bid No. 3-1819 - Bakery Products (due 2:00:00 PM PDT Thursday, August 9, 2018)
 - Advertisement
- Bid No. 4-1819 - Miscellaneous Technology Equipment (due 2:00:00 PM PDT Thursday, August 9, 2018)
 - Advertisement
- Bid No. 25-1718 - Copier Paper 6 Month Supply (due 2:00:00 PM PDT Thursday, August 29, 2018)
 - Advertisement
- Bid No. 6-1819 - Nutrition Services Equipment (due 2:00:00 PM PDT Tuesday, August 14, 2018)
 - Advertisement



Spokane Public Schools
excellence for everyone

REQUEST FOR BIDS ON:

BAKERY PRODUCTS

BIDS ACCEPTED UNTIL:

2:00:00 P.M. PDT, Thursday, August 9, 2018

DATE: August 2018

BID NO.: 3-1819

SECTION I

TELEPHONE NO.: 509.354.7127

BUYER: Pam Tatosky

PRICES F.O.B.:

Various District locations as listed in specifications.

STANDARD TERMS AND CONDITIONS

BID COMPLETION: Bids must be completed insofar as possible on the enclosed bid documents and must include an original signature by an authorized representative. Please complete and return the signed and sealed Bid Documents to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. Bids received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of bids cannot be accepted unless otherwise indicated in the attached specifications.) Bids will be opened at the time and date designated above.

BID PRICING: Unless otherwise specified, all prices shall be for new products F.O.B. destination. Unless bid is designated "**all or none**", vendor may bid on any or all Items. **Tie-ins** will be considered where advantageous. Prices provided shall include all handling and packaging costs. Those submitting bids do so entirely at their own expense. There is no expressed or implied obligation by Spokane Public Schools to reimburse any firm or individual for any costs incurred in preparing or submitting proposals.

BID CHANGES OR WITHDRAWAL: All changes and erasures must be made before bid opening time and initialed. Respondent may not withdraw their bid after the bid opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of Spokane Public Schools Purchasing Director.

ADDENDA TO THE BID: All official clarifications or interpretations of the bid documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

DELIVERY: Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All products are subject to inspection and acceptance by Spokane Public Schools personnel before final payment. At sole discretion of Spokane Public Schools, **partial payments** may be made for partial deliveries.

ACCEPTANCE/REJECTION: The District reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities, and to contract in the best interests of the District. Successful contractor shall enter into contract with the District within **ten** days from the date of purchase authorization from the District Board of Directors, unless otherwise stipulated.

SAMPLES: In some cases samples will be requested to be furnished by contractor at no charge to the District to determine acceptability of an item.

TAXES: The District is not exempt from retail sales tax unless items ordered are food products purchased for human consumption.

EQUAL EMPLOYMENT: Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the Contractor agrees to supply the District a completed "Equal Employment Opportunity Compliance Certificate" if such is requested.

ACCOMMODATIONS FOR THE DISABLED: Individuals with disabilities who may need an accommodation to participate in a public bid opening meeting should contact Pam Tatosky, Buyer II for Spokane Public Schools, by email (pamt@spokaneschools.org), by phone (509-354-7127), or by fax (509-354-7183) no later than three (3) days before the scheduled meeting to request an accommodation.

MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES: The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Bid. While the District does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.

EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW the contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the District's immediate termination of the contract.

TOBACCO/DRUG/WEAPON PROHIBITION: District property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on District premises.

SAVE HARMLESS: Contractor agrees to protect and save harmless Spokane Public Schools against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

AWARDS: Successful contractor will be notified by Spokane Public Schools via email following purchase approval by Spokane Public Schools Board of Directors.

QUESTIONS: Questions regarding bids should be directed to the Purchasing Department, (509) 354-7184.

BAKERY PRODUCTS
ADDITIONAL TERMS AND CONDITIONS

1. **NOTE:** ALL BIDDERS **MUST** READ AND UNDERSTAND THIS INVITATION TO BID IN ITS ENTIRETY. THERE MAY BE SPECIAL INSTRUCTIONS IN THE TERMS AND CONDITIONS OR AS AN INTEGRAL PART OF THE BID DOCUMENT THAT WILL IMPACT THE BIDDER'S ABILITY TO PERFORM. Questions shall be addressed to the Buyer, Pam Tatosky, at (509) 354-7127 or pamt@spokaneschools.org, not less than five (5) business days prior to bid opening. Any substantial change to be made to the specifications will be addressed in issued addenda and shall become part of this bid.

2. **DELIVERY:**

The first order delivery will be required on or about August 27, 2018, with regular order deliveries thereafter through August 31, 2019. All orders will be placed by each kitchen manager. Elementary schools (**Attachment A**) will require one (1) delivery per week during the period schools are in session, and the following schools will require two (2) deliveries each week:

The Community School, 1025 West Spofford Ave., 99205
Ferris High School, 3020 East 37th Ave, 99223
Lewis & Clark High School, 521 West Fourth Ave., 99204
North Central High School, 1600 North Howard St., 99205
Rogers High School, 1622 East Wellesley Ave., 99207
Shadle Park High School, 4327 North Ash St., 99205
Chase Middle School, 4747 East 37th Ave., 99223
Garry Middle School, 725 East Joseph Ave., 99207
Glover Middle School, 2404 West Longfellow Ave., 99205
Sacajawea Middle School, 401 East 33d Ave., 99203
Salk Middle School, 6411 North Alberta St., 99208
Shaw Middle School, 4106 North Cook St., 99207
Libby Center, 2900 East 1st Ave., 99202

F.O.B. delivery is to occur prior to 10:30 a.m. on the days as mutually agreed to with the Nutrition Services Director or his designee. All orders will be placed by the kitchen manager with four (4) days notice given before delivery.

3. **DELIVERY CONTAINERS:** All products shall be delivered in returnable, stackable baskets in order to eliminate crushing.
4. **INVOICING:** With each delivery of merchandise, the supplier is required to leave with the kitchen manager an itemized delivery slip which has been signed by one of the personnel in the cafeteria or warehouse to which the delivery has been made. **Absolutely no fuel surcharges or carrying fees are to be invoiced as a separate line item for any deliveries made from this contract.** Billing by the contractor shall be done on a monthly basis referencing the itemized invoices. Contractor is to provide with their bid an example of their invoice and billing statement.
5. **QUANTITIES:** The school district's actual requirements may vary from the quantities shown, which are estimates based on the 2017-2018 school year usage and anticipated program modifications. The award will be based on grand total(s) of all items. The estimate is a guideline only and is not to be construed as a commitment by the district as the exact amount to be purchased.

6. EVALUATION OF BIDS: The bid will be awarded to the lowest responsible bidder. The lowest responsible bid will be based on an evaluation of the product, its price, delivery timelines and evaluation criteria shown hereafter, together with a consideration of those elements contained in RCW 39.26.160. Such determination will, of necessity, require 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 product best meets the needs of various programs remains the sole responsibility of the district and is final. Product samples must be submitted upon request, within 48 hours for test and evaluation to verify that product meets specifications.

Evaluation Criteria

- Ability to meet the needs of the education process.
- Quality of the product offered.
- Ability to meet delivery schedule and general service history.
- Compatible and reliable billing procedures.
- Ability to complete bid form accurately, completely, and furnish correct product sample (if requested) in time frame named.

7. PRODUCT QUALITY: Products received after award which does not possess quality levels consistent with product evaluated shall be removed and replaced at vendor expense.
8. NUTRITIONAL LABELING: Upon request, Certificate of Nutritional Content or evidence of Child Nutrition (CN) Labeling Program approved and grading shall be submitted within 48 hours of request.
9. POLICY FOR VEHICLES ON SCHOOL GROUNDS DURING THE SCHOOL DAY
- a. Avoid driving in the school playground areas at any time if it is practical to park on the street or in another area to make deliveries.
 - b. Do not drive in playground areas in which children are playing.
 - c. Do not, under any circumstances, back trucks during the school day across any school property where children might be present unless assisted by an adult flagman.
 - d. Be especially cautious at all times when driving anywhere near school buildings where youngsters may suddenly and unexpectedly run out.
 - e. If assistance is needed to locate a safe or the proper unloading area at a school, always obtain assistance from the principal's office of the school building.
10. PRICING: Prices shall remain firm for the term of this contract and any ensuing renewals. Any decreases in price by a manufacturer shall be passed through in total, dollar for dollar, on the effective date of the decrease.
11. PRODUCTION COSTS ESCALATION: At the renewal of each optional contract year, in the event of unusual circumstances such as changes in local, state, or federal taxes, laws, specifications, regulations, or certain production expenses that could not have been foreseen or budgeted in the original proposal, which cause the contractor's costs to hereunder increase, then parties shall determine a reasonable and just amount to cover such documented increased. Under normal circumstances, this shall not exceed the Consumer Price Index (United States City for Urban Wage Earners and Clerical Workers), as reported the previous 12 month period ending April 30 on a percentage basis to apply to contract pricing for the ensuing school fiscal year. Approval of any increases shall be at the sole discretion of the District. Cost decrease of significance shall be included as well.

12. CONTRACT TERMS:

- a. The term of this contract shall be effective upon award, through August 31, 2019.
 - b. The School District reserves the right to cancel this contract upon thirty (30) days written notice to the Distributor. The School District assumes no responsibilities or obligations of any kind whatsoever resulting from cancellation.
 - c. It is the desire of Spokane Public Schools to allow the option to renew this contract annually for four additional years beyond the initial contract year. The contract may be renewed annually provided the successful contractor and the District agree to allow the continuance of the contract the additional year(s). Under no circumstances shall these renewals extend past August 31, 2023.
13. CONFLICT OF INTEREST: 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 beverages) from a supplier of goods or services to the district.
14. AWARD NOTIFICATION: Award shall be made within 20 days of the bid opening. A letter of award will be sent to the awarded bidder with purchase orders to follow in mid-August.
15. INTERLOCAL AGREEMENTS: Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. Vendor agrees to sell additional items at the bid price, terms and conditions to other governmental agencies as listed on **Attachment B**. Spokane Public Schools accepts no responsibility for the payment of the purchase price by other governmental agencies. Contractors who do not accept this condition will NOT be excluded from award consideration.
16. COOPERATIVE PURCHASING: 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 including, but not limited to, King County Directors Association (KCDA) and the State of Washington Office of State Procurement (OSP).
17. INDEMNIFICATION: The contractor shall defend, indemnify, hold and save harmless the District, its agents, representatives and employees ("Indemnitees") from all loss, damage, liability, claims or allegations or expenses (including attorney fees and all expenses of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission relating to or arising from contractor's discharge of its responsibilities contained in this contract. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnitee within the scope of the contractor's said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnitee in successfully enforcing the obligation of this Paragraph shall be paid by the contractor.

The contractor further agrees that its defense, indemnity and hold harmless obligations shall apply to claims made by its own employees against an Indemnitee, but in that instance only to the extent of the contractor's own negligence or fault in whole or part causing the claimant's damages. To that extent, the contractor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW.

18. INSURANCE: For the duration of this contract, the contractor shall maintain in force at its own expense insurance as follows:

a. Worker's Compensation Insurance in compliance with RCW Title 51.

b. Liability Insurance as follows:

1. A standard General Comprehensive Liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$1,000,000 per occurrence for bodily injury liability and (ii) contractual liability insurance coverage for the defense, indemnification and hold harmless promises made by contractor stated in Section II, Paragraph 21; and providing coverage for premises and operations, independent contractors, products and completed operations, personal injury liability and product liability coverage.
2. A standard motor vehicle fleet and automobile liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$1,000,000 per occurrence for bodily injury liability, property damage liability and uninsured/under-insured motorist benefits; (ii) no-fault medical expense and Personal Injury Protection coverage for vehicle occupants and pedestrians and bicyclists, with limits of not less than \$1,000,000 per person per incident; (iii) and contractual liability insurance coverage for the defense, indemnification and hold harmless promises made by contractor stated in Section II, Paragraph 21. Such policy shall also afford coverage for owned, hired and non-owned vehicles.
3. With respect to the insurance policies required by contractor by the immediately preceding subparagraphs b.1 and b.2, contractor shall: (i) cause the insurer(s) from whom contractor procures such insurance policies to issue endorsements attached to and made a part of such policies, naming and protecting the District and its employees, agents and representatives as additional insured under such policies for all purposes and claims made against the District related to or arising in anyway from the subject matter or performance of awarded contract; and (ii) contractor shall assure that such policies of insurance provide that they shall serve as primary-level insurance coverage with respect to any such claim made against the District, such that any liability insurance separately procured and maintained by the District shall be considered excess-level insurance coverage with respect to such claim.

There shall be no cancellation, material change, reduction of limits or non-renewal of the insurance coverage required by this contract, without thirty (30) days written notice to the District. Further, within fifteen (15) days of the effective date of the awarded contract, the contractor shall provide to the District copies of the additional insured endorsements required by the preceding subparagraph c.3 and a certification that the insurance policies required by this contract are in effect. Such certification shall specify and include the aforementioned 30-day cancellation clause of this contract. The District reserves the right to require contractor to select different insurance carriers if deemed necessary by the District.

19. ASSIGNMENT/SUBCONTRACTING: The awarded contract may not be assigned or subcontracted without written consent by the District.

20. GOVERNING LAW/VENUE: The terms of the awarded contract shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this contract, the venue of such action shall be in Spokane County, Washington.

21. INDEPENDENT CONTRACTORS: The parties enter into any contract awarded from this bid as independent contractors and nothing contained in this contract shall be construed to create a partnership, joint venture, agency or employment relationship between the parties.

August 2018
Bid No. 3-1819
SECTION III

BAKERY PRODUCTS
BID DOCUMENT

Note: See Sections I and II for terms and conditions before quoting prices.

The bid shall be an all or none award.

FIRM NAME _____

Item No.	Estimated Monthly Quantity	Item and Description	Unit Price	Estimated Monthly Price
1.	660 loaves/mo.	- BREAD, 51% whole grain, pullman, large standard loaf, 24 ounces, sliced and wrapped, 23 usable slices per loaf, 1 slice = 1 bread serving.	\$ _____ Slices/loaf _____ Weight/loaf _____ oz	\$ _____
2.	9600 pkg/mo.	- BUNS, white 51% whole grain, hamburger, 4 inch, standard, sliced approximately 3/4 through, wrapped 8 per package. Scaling weight per bun = 2 bread servings.	\$ _____ Count/pkg _____ Weight/each _____ oz	\$ _____
3.	1200 pkg/mo.	- BUNS, white 51% whole grain, wiener (hot dog), standard 6 inch length, sliced approximately 3/4 through, wrapped 8 per package. Scaling weight per bun = 2 bread servings.	\$ _____ Count/pkg _____ Weight/each _____ oz	\$ _____
4.	1200 pkg/mo.	- BAGEL, plain, white 51% whole grain, standard size, sliced, 6 per package. Scaling weight per bagel = 2 – 2.25 bread servings	\$ _____ Count/pkg _____ Weight/each _____ oz	\$ _____
5.	240 pkg/mo.	- BAGEL, blueberry, white 51% whole grain, standard size, sliced, 6 per package. Scaling weight per bagel = 2 – 2.25 bread servings	\$ _____ Count/pkg _____ Weight/each _____ oz	\$ _____
6.	1560 pkg/mo.	- MUFFIN, English, white 51% whole grain, standard size, sliced, plain, 6 per package. Scaling weight per muffin = 2 bread servings	\$ _____ Count/pkg _____ Weight/each _____ oz	\$ _____
7.	3600 pkg/mo.	- HOAGY, Deli Roll, plain white 51% whole grain, 6 per package. Scaling weight per roll = 2 – 2.25 bread servings.	\$ _____ Qty/pkg _____ Weight/pkg _____ oz	\$ _____

FIRM NAME _____

Item No.	Estimated Monthly Quantity	Item and Description	Unit Price	Estimated Monthly Price
8.	800 pkg/mo.	- DINNER ROLL, pull apart, white 51% whole grain, 16 per package, one 1 oz. roll = 1 bread serving.	\$ _____ Qty/pkg _____ Weight/pkg _____ oz	\$ _____

Total Monthly Price \$ _____

x 10 months = Total Annual Bid Price \$ _____

FIRM NAME _____

Have you included the EEO statement and Debarment form with your bid?

 Yes No

Have you included a sample of your invoice and a sample of your billing statement?

 Yes No

Is your firm willing to sell its products to surrounding districts as listed on Attachment B in accordance with the terms and conditions of this solicitation?

 Yes No

(Answering "no" will NOT exclude your firm from award consideration.)

Please indicate any deviations that would apply to districts which reside outside of Spokane County:

Please include a list of three public school district or governmental reference contacts with your bid submission. This list should include the public entity name, the name of a contact person, their phone number and (if available) their email address.

Receipt of Addenda numbered _____ is hereby acknowledged.
(fill in number of each addenda received)

Bids are subject to all requirements furnished with this bid document. By signing bid, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that bids supplied herein conform to specifications herein, except if otherwise stated in a special condition by District No. 81.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

BY (Please Print): _____

TITLE: _____

EMAIL: _____

SIGNATURE: _____

(Signature: Bid not acceptable unless signed by an authorized officer or employee. Rubber stamp or typed signature is NOT acceptable.)

Elementary Schools

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
Indian Trail Elementary
Jefferson Elementary
Lidgerwood Elementary
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

2909 E. 37th Ave.
6363 N. Smith St.
2020 W. Carlisle Ave.
3010 W. Holyoke Ave.
2323 E. Bridgeport Ave.
5102 N. Driscoll Blvd.
3200 N. Ferrall St.
3717 N. Milton St.
2627 E. 17th Ave.
222 W. Knox Ave.
1300 E. 9th Ave.
2121 E. Thurston Ave.
2600 W. Sharp Ave.
908 E. 24th Ave.
4102 W. Woodside Ave.
3612 S. Grand Blvd.
5510 N. Lidgerwood St.
3322 E. 22nd Ave.
906 W. Weile Ave.
1001 E. Montgomery Ave.
800 E. Providence Ave.
319 W. Nebraska Ave.
4224 E. 57th Ave.
2616 E. 63rd Ave.
2707 E. Rich Ave.
5610 N. Maple St.
333 W. 14th Ave.
3737 E. 5th Ave.
1717 E. Sinto Ave.
6104 N. Moore St.
5400 N. Helena St.
500 W. Longfellow Ave.
911 W. 25th Ave.
5100 W. Shawnee Ave.

Bid No. 3-1819
Attachment B

Districts with Interlocal Agreements in Place

Central Valley School District	Liberty School District	Riverside School District
Cheney School District	Lind School District	Rosalia School District
Chewelah School District	Mary Walker School District	Royal School District
Clarkston School District	Mead School District	Soap Lake School District
Colfax School District	Medical Lake School District	Stanfield School District, Oregon
Colville School District	Methow Valley School District	South Kitsap School District
Culdesac Joint School District, Idaho	Newport School District	Sprague School District
Cusick School District	Nespelem School District	Summit Valley School District
Davenport School District	Nine Mile Falls School District	Sumner School District
Deer Park School District	North Franklin School District	Tekoa School District
East Valley School District	Northport School District	Umatilla School District, Oregon
Ephrata School District	Northshore School District	Valley School District
Evergreen School District	Oakesdale School District	Vancouver School District
Finley School District	Odessa School District	Wahluke School District
Freeman School District	Orient School District	Waitsburg School District
Grandview School District	Othello School District	Walla Walla School District
Harrington School District	Pasco School District	Warden School District
Keller School District	Pateros School District	Wellpinit School District
Kettle Falls School District	Prescott School District	West Valley School District
Kiona-Benton City School District	Pullman School District	Wilbur School District
	Reardan-Edwall School District	Wilson Creek School District

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: _____

Title: _____

Phone Number: _____

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the Bid Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: _____

Date: _____

Title: _____

Firm: _____

Address: _____

City State & Zip: _____

Please return this fully executed form. Failure to do so may disqualify your firm.

MEMORANDUM



Spokane Public Schools
excellence for everyone

August 22, 2018

☐ Information Only

☐ Action Required By _____

☐ Due Back By _____

To: Dr. Mark Anderson
Associate Superintendent, School Support Services

Dr. Linda McDermott
Chief Financial Officer

From: Cindy Coleman
Director, Business Services

Subject: Bid No. 3-1819, Bakery Products

RECOMMENDATION

It is recommended that a purchase order contract be issued to Food Services of America, Spokane, WA, for bakery product items delivered directly to each school site in the anticipated amount of \$221,822.00 for the 2018-2019 school year and 2019 summer feeding program.

TABULATION

See attached.

BACKGROUND

Bakery items incorporated in this recommendation are to support the Nutrition Services school meal and ala carte programs. This recommended award is for bread products to be delivered directly to each district school site. The district received bids from the two vendors who have participated in the past solicitations; Food Services of America (FSA) and United States Bakery – Franz with FSA being the low responsible bidder. As such, the recommended award is to Food Services of America. The district's nutrition program has been receiving bakery product deliveries directly from FSA for the past ten years. This has worked well. By not sending the bread items through our warehouse, products are fresher since there is no time delay caused by the "middle man" method of distribution and it frees up central warehouse freezer space. Expenditures in support of the Nutrition Services meal programs are from the general fund.

Bid No. 10-08,
Bakery Products
Tabulation

Bid No. 3-1819, Bakery Products Tabulation					
	Usage/ year	FSA Unit Price	FSA Total	Franz Unit Price	Franz Total
1. Bread, 51% whole grain, Pullman 24 oz.	660	\$1.33	\$877.80	\$1.50	\$990.00
2. Buns, 51% whole grain, hamburger	9,600	\$0.90	\$8,640.00	\$1.40	\$13,440.00
3. Buns, 51% whole grain, hot dog, 6"	1,200	\$0.90	\$1,080.00	\$1.40	\$1,680.00
4. Bagel, plain, 51% whole grain	1,200	\$1.66	\$1,992.00	\$1.80	\$2,160.00
5. Bagel, blueberry, 51% whole grain	240	\$1.66	\$398.40	\$1.80	\$432.00
6. Muffin, English, 51% whole grain	1,560	\$1.15	\$1,794.00	\$1.21	\$1,887.60
7. Hoagy, deli roll, 51% whole grain	3,600	\$1.64	\$5,904.00	\$1.71	\$6,156.00
8. Tea Roll, 51% whole grain	800	\$1.87	\$1,496.00	\$1.80	\$1,440.00
Total Monthly Cost			\$22,182.20		\$28,185.60
			X 10		X10
Total Annual Cost			\$221,822.00 ✓		\$281,850.00
✓ - Recommended Vendor					



Agenda Item Details

Meeting	Aug 22, 2018 - Regular Meeting
Category	7. CONSENT AGENDA
Subject	R. Bid 3-1819; Bakery Products
Access	Public
Type	Action (Consent)
Recommended Action	Approve issuance of a purchase order to Food Services of America, Spokane, WA, for bakery product items delivered directly to each school site in the anticipated amount of \$221,822.00 for the 2018-2019 school year and 2019 summer feeding program.

Public Content

Background:

Bakery items incorporated in this recommendation are to support the Nutrition Services school meal and ala carte programs. This recommended award is for bread products to be delivered directly to each district school site. The district received bids from the two vendors who have participated in the past solicitations; Food Services of America (FSA) and United States Bakery – Franz with FSA being the low responsible bidder. As such, the recommended award is to Food Services of America. The district's nutrition program has been receiving bakery product deliveries directly from FSA for the past ten years. This has worked well. By not sending the bread items through our warehouse, products are fresher since there is no time delay caused by the "middle man" method of distribution and it frees up central warehouse freezer space. Expenditures in support of the Nutrition Services meal programs are from the general fund.

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			X 10		X10
Total Annual Cost			\$221,822.00✓		\$281,850.00

✓ - Recommended Vendor

Administrative Content

Motion & Voting

Approve

Motion by Jerrall Haynes, second by Mike Wiser.



Spokane Public Schools
excellence for everyone

REQUEST FOR BIDS ON:

BAKERY PRODUCTS

BIDS ACCEPTED UNTIL:

2:00:00 P.M. PDT, Thursday, August 9, 2018

DATE: August 2018

BID NO.: 3-1819

SECTION I

TELEPHONE NO.: 509.354.7127

BUYER: Pam Tatosky

PRICES F.O.B.:

Various District locations as listed in specifications.

STANDARD TERMS AND CONDITIONS

BID COMPLETION: Bids must be completed insofar as possible on the enclosed bid documents and must include an original signature by an authorized representative. Please complete and return the signed and sealed Bid Documents to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. Bids received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of bids cannot be accepted unless otherwise indicated in the attached specifications.) Bids will be opened at the time and date designated above.

BID PRICING: Unless otherwise specified, all prices shall be for new products F.O.B. destination. Unless bid is designated "**all or none**", vendor may bid on any or all items. **Tie-ins** will be considered where advantageous. Prices provided shall include all handling and packaging costs. Those submitting bids do so entirely at their own expense. There is no expressed or implied obligation by Spokane Public Schools to reimburse any firm or individual for any costs incurred in preparing or submitting proposals.

BID CHANGES OR WITHDRAWAL: All changes and erasures must be made before bid opening time and initialed. Respondent may not withdraw their bid after the bid opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of Spokane Public Schools Purchasing Director.

ADDENDA TO THE BID: All official clarifications or interpretations of the bid documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

DELIVERY: Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All products are subject to inspection and acceptance by Spokane Public Schools personnel before final payment. At sole discretion of Spokane Public Schools, **partial payments** may be made for partial deliveries.

ACCEPTANCE/REJECTION: The District reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities, and to contract in the best interests of the District. Successful contractor shall enter into contract with the District within **ten** days from the date of purchase authorization from the District Board of Directors, unless otherwise stipulated.

SAMPLES: In some cases samples will be requested to be furnished by contractor at no charge to the District to determine acceptability of an item.

TAXES: The District is not exempt from retail sales tax unless items ordered are food products purchased for human consumption.

EQUAL EMPLOYMENT: Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the Contractor agrees to supply the District a completed "Equal Employment Opportunity Compliance Certificate" if such is requested.

ACCOMMODATIONS FOR THE DISABLED: Individuals with disabilities who may need an accommodation to participate in a public bid opening meeting should contact Pam Tatosky, Buyer II for Spokane Public Schools, by email (pamt@spokaneschools.org), by phone (509-354-7127), or by fax (509-354-7183) no later than three (3) days before the scheduled meeting to request an accommodation.

MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES: The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Bid. While the District does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.

EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW the contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the District's immediate termination of the contract.

TOBACCO/DRUG/WEAPON PROHIBITION: District property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on District premises.

SAVE HARMLESS: Contractor agrees to protect and save harmless Spokane Public Schools against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

AWARDS: Successful contractor will be notified by Spokane Public Schools via email following purchase approval by Spokane Public Schools Board of Directors.

QUESTIONS: Questions regarding bids should be directed to the Purchasing Department, (509) 354-7184.

BAKERY PRODUCTS
ADDITIONAL TERMS AND CONDITIONS

1. **NOTE:** ALL BIDDERS **MUST** READ AND UNDERSTAND THIS INVITATION TO BID IN ITS ENTIRETY. THERE MAY BE SPECIAL INSTRUCTIONS IN THE TERMS AND CONDITIONS OR AS AN INTEGRAL PART OF THE BID DOCUMENT THAT WILL IMPACT THE BIDDER'S ABILITY TO PERFORM. Questions shall be addressed to the Buyer, Pam Tatosky, at (509) 354-7127 or pamt@spokaneschools.org , not less than five (5) business days prior to bid opening. Any substantial change to be made to the specifications will be addressed in issued addenda and shall become part of this bid.

2. **DELIVERY:**

The first order delivery will be required on or about August 27, 2018, with regular order deliveries thereafter through August 31, 2019. All orders will be placed by each kitchen manager. Elementary schools (**Attachment A**) will require one (1) delivery per week during the period schools are in session, and the following schools will require two (2) deliveries each week:

The Community School, 1025 West Spofford Ave., 99205
Ferris High School, 3020 East 37th Ave, 99223
Lewis & Clark High School, 521 West Fourth Ave., 99204
North Central High School, 1600 North Howard St., 99205
Rogers High School, 1622 East Wellesley Ave., 99207
Shadle Park High School, 4327 North Ash St., 99205
Chase Middle School, 4747 East 37th Ave., 99223
Garry Middle School, 725 East Joseph Ave., 99207
Glover Middle School, 2404 West Longfellow Ave., 99205
Sacajawea Middle School, 401 East 33d Ave., 99203
Salk Middle School, 6411 North Alberta St., 99208
Shaw Middle School, 4106 North Cook St., 99207
Libby Center, 2900 East 1st Ave., 99202

F.O.B. delivery is to occur prior to 10:30 a.m. on the days as mutually agreed to with the Nutrition Services Director or his designee. All orders will be placed by the kitchen manager with four (4) days notice given before delivery.

3. **DELIVERY CONTAINERS:** All products shall be delivered in returnable, stackable baskets in order to eliminate crushing.
4. **INVOICING:** With each delivery of merchandise, the supplier is required to leave with the kitchen manager an itemized delivery slip which has been signed by one of the personnel in the cafeteria or warehouse to which the delivery has been made. **Absolutely no fuel surcharges or carrying fees are to be invoiced as a separate line item for any deliveries made from this contract.** Billing by the contractor shall be done on a monthly basis referencing the itemized invoices. Contractor is to provide with their bid an example of their invoice and billing statement.
5. **QUANTITIES:** The school district's actual requirements may vary from the quantities shown, which are estimates based on the 2017-2018 school year usage and anticipated program modifications. The award will be based on grand total(s) of all items. The estimate is a guideline only and is not to be construed as a commitment by the district as the exact amount to be purchased.

6. EVALUATION OF BIDS: The bid will be awarded to the lowest responsible bidder. The lowest responsible bid will be based on an evaluation of the product, its price, delivery timelines and evaluation criteria shown hereafter, together with a consideration of those elements contained in RCW 39.26.160. Such determination will, of necessity, require 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 product best meets the needs of various programs remains the sole responsibility of the district and is final. Product samples must be submitted upon request, within 48 hours for test and evaluation to verify that product meets specifications.

Evaluation Criteria

- Ability to meet the needs of the education process.
 - Quality of the product offered.
 - Ability to meet delivery schedule and general service history.
 - Compatible and reliable billing procedures.
 - Ability to complete bid form accurately, completely, and furnish correct product sample (if requested) in time frame named.
7. PRODUCT QUALITY: Products received after award which does not possess quality levels consistent with product evaluated shall be removed and replaced at vendor expense.
8. NUTRITIONAL LABELING: Upon request, Certificate of Nutritional Content or evidence of Child Nutrition (CN) Labeling Program approved and grading shall be submitted within 48 hours of request.
9. POLICY FOR VEHICLES ON SCHOOL GROUNDS DURING THE SCHOOL DAY
- a. Avoid driving in the school playground areas at any time if it is practical to park on the street or in another area to make deliveries.
 - b. Do not drive in playground areas in which children are playing.
 - c. Do not, under any circumstances, back trucks during the school day across any school property where children might be present unless assisted by an adult flagman.
 - d. Be especially cautious at all times when driving anywhere near school buildings where youngsters may suddenly and unexpectedly run out.
 - e. If assistance is needed to locate a safe or the proper unloading area at a school, always obtain assistance from the principal's office of the school building.
10. PRICING: Prices shall remain firm for the term of this contract and any ensuing renewals. Any decreases in price by a manufacturer shall be passed through in total, dollar for dollar, on the effective date of the decrease.
11. PRODUCTION COSTS ESCALATION: At the renewal of each optional contract year, in the event of unusual circumstances such as changes in local, state, or federal taxes, laws, specifications, regulations, or certain production expenses that could not have been foreseen or budgeted in the original proposal, which cause the contractor's costs to hereunder increase, then parties shall determine a reasonable and just amount to cover such documented increased. Under normal circumstances, this shall not exceed the Consumer Price Index (United States City for Urban Wage Earners and Clerical Workers), as reported the previous 12 month period ending April 30 on a percentage basis to apply to contract pricing for the ensuing school fiscal year. Approval of any increases shall be at the sole discretion of the District. Cost decrease of significance shall be included as well.

12. CONTRACT TERMS:

- a. The term of this contract shall be effective upon award, through August 31, 2019.
- b. The School District reserves the right to cancel this contract upon thirty (30) days written notice to the Distributor. The School District assumes no responsibilities or obligations of any kind whatsoever resulting from cancellation.
- c. It is the desire of Spokane Public Schools to allow the option to renew this contract annually for four additional years beyond the initial contract year. The contract may be renewed annually provided the successful contractor and the District agree to allow the continuance of the contract the additional year(s). Under no circumstances shall these renewals extend past August 31, 2023.

13. CONFLICT OF INTEREST: 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 beverages) from a supplier of goods or services to the district.

14. AWARD NOTIFICATION: Award shall be made within 20 days of the bid opening. A letter of award will be sent to the awarded bidder with purchase orders to follow in mid-August.

15. INTERLOCAL AGREEMENTS: Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. Vendor agrees to sell additional items at the bid price, terms and conditions to other governmental agencies as listed on **Attachment B**. Spokane Public Schools accepts no responsibility for the payment of the purchase price by other governmental agencies. Contractors who do not accept this condition will NOT be excluded from award consideration.

16. COOPERATIVE PURCHASING: 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 including, but not limited to, King County Directors Association (KCDA) and the State of Washington Office of State Procurement (OSP).

17. INDEMNIFICATION: The contractor shall defend, indemnify, hold and save harmless the District, its agents, representatives and employees ("Indemnitees") from all loss, damage, liability, claims or allegations or expenses (including attorney fees and all expenses of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission relating to or arising from contractor's discharge of its responsibilities contained in this contract. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnitee within the scope of the contractor's said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnitee in successfully enforcing the obligation of this Paragraph shall be paid by the contractor.

The contractor further agrees that its defense, indemnity and hold harmless obligations shall apply to claims made by its own employees against an Indemnitee, but in that instance only to the extent of the contractor's own negligence or fault in whole or part causing the claimant's damages. To that extent, the contractor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW.

18. **INSURANCE:** For the duration of this contract, the contractor shall maintain in force at its own expense insurance as follows:

a. Worker's Compensation Insurance in compliance with RCW Title 51.

b. Liability Insurance as follows:

1. A standard General Comprehensive Liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$1,000,000 per occurrence for bodily injury liability and (ii) contractual liability insurance coverage for the defense, indemnification and hold harmless promises made by contractor stated in Section II, Paragraph 21; and providing coverage for premises and operations, independent contractors, products and completed operations, personal injury liability and product liability coverage.
2. A standard motor vehicle fleet and automobile liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$1,000,000 per occurrence for bodily injury liability, property damage liability and uninsured/under-insured motorist benefits; (ii) no-fault medical expense and Personal Injury Protection coverage for vehicle occupants and pedestrians and bicyclists, with limits of not less than \$1,000,000 per person per incident; (iii) and contractual liability insurance coverage for the defense, indemnification and hold harmless promises made by contractor stated in Section II, Paragraph 21. Such policy shall also afford coverage for owned, hired and non-owned vehicles.
3. With respect to the insurance policies required by contractor by the immediately preceding subparagraphs b.1 and b.2, contractor shall: (i) cause the insurer(s) from whom contractor procures such insurance policies to issue endorsements attached to and made a part of such policies, naming and protecting the District and its employees, agents and representatives as additional insured under such policies for all purposes and claims made against the District related to or arising in anyway from the subject matter or performance of awarded contract; and (ii) contractor shall assure that such policies of insurance provide that they shall serve as primary-level insurance coverage with respect to any such claim made against the District, such that any liability insurance separately procured and maintained by the District shall be considered excess-level insurance coverage with respect to such claim.

There shall be no cancellation, material change, reduction of limits or non-renewal of the insurance coverage required by this contract, without thirty (30) days written notice to the District. Further, within fifteen (15) days of the effective date of the awarded contract, the contractor shall provide to the District copies of the additional insured endorsements required by the preceding subparagraph c.3 and a certification that the insurance policies required by this contract are in effect. Such certification shall specify and include the aforementioned 30-day cancellation clause of this contract. The District reserves the right to require contractor to select different insurance carriers if deemed necessary by the District.

19. **ASSIGNMENT/SUBCONTRACTING:** The awarded contract may not be assigned or subcontracted without written consent by the District.
20. **GOVERNING LAW/VENUE:** The terms of the awarded contract shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this contract, the venue of such action shall be in Spokane County, Washington.
21. **INDEPENDENT CONTRACTORS:** The parties enter into any contract awarded from this bid as independent contractors and nothing contained in this contract shall be construed to create a partnership, joint venture, agency or employment relationship between the parties.

August 2018
Bid No. 3-1819
SECTION III

BAKERY PRODUCTS
BID DOCUMENT

Note: See Sections I and II for terms and conditions before quoting prices.

The bid shall be an all or none award.

FIRM NAME

Food Services of America

Item No.	Estimated Monthly Quantity	Item and Description	Unit Price	Estimated Monthly Price
1.	660 loaves/mo.	- BREAD, 51% whole grain, <u>pullman</u> , large standard loaf, 24 ounces, sliced and wrapped, 23 usable slices per loaf, 1 slice = 1 bread serving.	\$ <u>1.33</u> Slices/loaf <u>21 Slices</u> Weight/loaf <u>24</u> oz <i>1 bread serving</i>	\$ <u>877.80</u> <i>12 loaves Case</i>
2.	9600 pkg/mo.	- BUNS, white 51% whole grain, hamburger, 4 inch, standard, sliced approximately 3/4 through, wrapped 8 per package. Scaling weight per bun = 2 bread servings.	\$ <u>.90 pkg</u> Count/pkg <u>12 pkg - 8 per pkg</u> Weight/each <u>2</u> oz <i>2 bread serving</i>	\$ <u>8,640.00</u>
3.	1200 pkg/mo.	- BUNS, white 51% whole grain, wiener (hot dog), standard 6 inch length, sliced approximately 3/4 through, wrapped 8 per package. Scaling weight per bun = 2 bread servings.	\$ <u>.90 pkg</u> Count/pkg <u>12 pkg - 8 per pkg</u> Weight/each <u>2</u> oz <i>2 bread serving</i>	\$ <u>1,080.00</u>
4.	1200 pkg/mo.	- BAGEL, plain, white 51% whole grain, standard size, sliced, 6 per package. Scaling weight per bagel = 2 - 2.25 bread servings	\$ <u>1.66 pkg</u> Count/pkg <u>12 - 6ct per case</u> Weight/each <u>2.3</u> oz <i>2.75 bread serving</i>	\$ <u>1,992.00</u>
5.	240 pkg/mo.	- BAGEL, blueberry, white 51% whole grain, standard size, sliced, 6 per package. Scaling weight per bagel = 2 - 2.25 bread servings	\$ <u>1.66 pkg</u> Count/pkg <u>12 - 6ct per case</u> Weight/each <u>2.3</u> oz <i>2.5 bread serving</i>	\$ <u>398.40</u>
6.	1560 pkg/mo.	- MUFFIN, English, white 51% whole grain, standard size, sliced, plain, 6 per package. Scaling weight per muffin = 2 bread servings	\$ <u>1.15 pkg</u> Count/pkg <u>24 - 6ct per case</u> Weight/each <u>2.11</u> oz <i>2 bread serving</i>	\$ <u>1,794.00</u>
7.	3600 pkg/mo.	- HOAGY, Deli Roll, plain white 51% whole grain, 6 per package. Scaling weight per roll = 2 - 2.25 bread servings.	\$ <u>1.64 pkg</u> Qty/pkg <u>12 - 6ct</u> Weight/pkg <u>2.29</u> oz <i>2.25 bread serving</i>	\$ <u>5,904.00</u>

FIRM NAME Food Services of America

<u>Item No.</u>	<u>Estimated Monthly Quantity</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Estimated Monthly Price</u>
8.	800 pkg/mo.	- DINNER ROLL, pull apart, white 51% whole grain, 16 per package, one 1 oz. roll = 1 bread serving.	\$ <u>1.87/pkg</u> Qty/pkg <u>16</u> - <u>16ct per case</u> Weight/pkg <u>1</u> oz <u>1 bread serving</u>	\$ <u>1,496.00</u>

Total Monthly Price \$ 22,182.20

x 10 months = Total Annual Bid Price \$ 221,822.00

FIRM NAME Baiford Services of America

Have you included the EEO statement and Debarment form with your bid?

☒ Yes ☐ No

Have you included a sample of your invoice and a sample of your billing statement?

☒ Yes ☐ No

Is your firm willing to sell its products to surrounding districts as listed on Attachment B in accordance with the terms and conditions of this solicitation?
(Answering "no" will **NOT** exclude your firm from award consideration.)

☒ Yes ☐ No

Please indicate any deviations that would apply to districts which reside outside of Spokane County:

Please include a list of three public school district or governmental reference contacts with your bid submission. This list should include the public entity name, the name of a contact person, their phone number and (if available) their email address.

Receipt of Addenda numbered 8 is hereby acknowledged.
(fill in number of each addenda received)

Bids are subject to all requirements furnished with this bid document. By signing bid, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that bids supplied herein conform to specifications herein, except if otherwise stated in a special condition by District No. 81.

FIRM NAME:

Baiford Services of America

ADDRESS:

3520 E. Francis Ave
Spokane, WA 99217

TELEPHONE NO.:

509-483-7746

FAX NO.:

509-483-5382

BY (Please Print):

Carmen Steele

TITLE:

Program Sales Account Executive

EMAIL:

Carmen.Steele@Baiford.com

SIGNATURE:

Carmen Steele

(Signature: Bid not acceptable unless signed by an authorized officer or employee. Rubber stamp or typed signature is NOT acceptable.)

Elementary Schools

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
Indian Trail Elementary
Jefferson Elementary
Lidgerwood Elementary
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

2909 E. 37th Ave.
6363 N. Smith St.
2020 W. Carlisle Ave.
3010 W. Holyoke Ave.
2323 E. Bridgeport Ave.
5102 N. Driscoll Blvd.
3200 N. Ferrall St.
3717 N. Milton St.
2627 E. 17th Ave.
222 W. Knox Ave.
1300 E. 9th Ave.
2121 E. Thurston Ave.
2600 W. Sharp Ave.
908 E. 24th Ave.
4102 W. Woodside Ave.
3612 S. Grand Blvd.
5510 N. Lidgerwood St.
3322 E. 22nd Ave.
906 W. Weile Ave.
1001 E. Montgomery Ave.
800 E. Providence Ave.
319 W. Nebraska Ave.
4224 E. 57th Ave.
2616 E. 63rd Ave.
2707 E. Rich Ave.
5610 N. Maple St.
333 W. 14th Ave.
3737 E. 5th Ave.
1717 E. Sinto Ave.
6104 N. Moore St.
5400 N. Helena St.
500 W. Longfellow Ave.
911 W. 25th Ave.
5100 W. Shawnee Ave.

Bid No. 3-1819
Attachment B

Districts with Interlocal Agreements in Place

Central Valley School District	Liberty School District	Riverside School District
Cheney School District	Lind School District	Rosalia School District
Chewelah School District	Mary Walker School District	Royal School District
Clarkston School District	Mead School District	Soap Lake School District
Colfax School District	Medical Lake School District	Stanfield School District, Oregon
Colville School District	Methow Valley School District	South Kitsap School District
Culdesac Joint School District, Idaho	Newport School District	Sprague School District
Cusick School District	Nespelem School District	Summit Valley School District
Davenport School District	Nine Mile Falls School District	Sumner School District
Deer Park School District	North Franklin School District	Tekoa School District
East Valley School District	Northport School District	Umatilla School District, Oregon
Ephrata School District	Northshore School District	Valley School District
Evergreen School District	Oakesdale School District	Vancouver School District
Finley School District	Odessa School District	Wahluke School District
Freeman School District	Orient School District	Waitsburg School District
Grandview School District	Othello School District	Walla Walla School District
Harrington School District	Pasco School District	Warden School District
Keller School District	Pateros School District	Wellpinit School District
Kettle Falls School District	Prescott School District	West Valley School District
Kiona-Benton City School District	Pullman School District	Wilbur School District
	Reardan-Edwall School District	Wilson Creek School District

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: _____

Title: _____

Phone Number: _____

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the Bid Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: _____

Date: _____

Title: _____

Firm: _____

Address: _____

City State & Zip: _____

Please return this fully executed form. Failure to do so may disqualify your firm.



AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Food Services of America has been and will continue to be an equal opportunity employer. To assure full implementation of this equal employment policy, we will take steps to assure that:

- a. Persons are recruited, hired, assigned and promoted without regard to race, religion, color, national origin, citizenship, sex, gender identity, sexual orientation, protected veteran status, age or disability.
- b. All other personnel actions, such as compensation, benefits, transfers, layoffs and recall from layoffs, access to training, education, tuition assistance and social recreation programs are administered without regard to race, religion, color, veteran's status, national origin, citizenship, sex, gender identity, sexual orientation, age or disability.
- c. Associates and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have: (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity or (4) exercised any other right protected by federal, state or local law requiring equal opportunity.

I have appointed Dianne Lax, Director Talent Acquisition and Compliance to take on the responsibilities of EEO Coordinator. The EEO Coordinator will be responsible for the day to day implementation and monitoring of the Company's Affirmative Action Plan. As part of that responsibility, the EEO Coordinator will periodically analyze the Company's personnel actions and their effects to insure compliance with our equal employment policy and administer the audit and reporting system.

If you, as one of our Associates or as an applicant for employment, have any questions about this policy or would like to be considered under our Affirmative Action Plan, please contact the EEO Coordinator during regular business hours. This is also a reminder that Associates may update their disability status at any time by contacting the EEO Coordinator.

I have reviewed and fully endorse our Affirmative Action and Equal Employment Opportunity program. In closing, I ask the continued assistance and support of all of the Company's personnel to attain our objective of equal employment opportunity for all.


Doug Minert
President & CEO
Food Services of America

16100 N 71st Street Suite 400
Scottsdale, Arizona 85254
(480) 927-4000

P.O. Box 25119
Scottsdale, Arizona 85255-0178

www.fsafood.com

Part IX - Certification

U.S. DEPARTMENT OF AGRICULTURE

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 IC of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

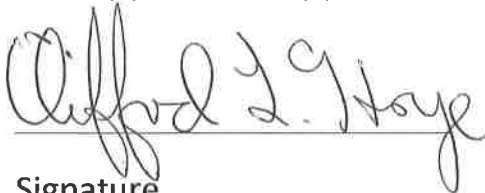
1. The prospective lower tier participant certifies, by submission of the proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by Federal department or agency.
2. Where 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.

Food Services of America

Organization Name

Clifford L Hoye Sr – President of FSA Spokane

Name(s) and Titles(s) of Authorized Representatives



Signature

6/30/2018

Date



FOOD SERVICES OF AMERICA.

Invoice for Account: 1121632

Shipping Address

ROGERS-SUMMER
1622 E. WELLESLEY
1622 E WELLESLEY
SPOKANE, WA 99207

Billing Address

ROGERS-SUMMER
PO #9850
200 N BERNARD ST
SPOKANE, WA 99201
(509) 354-6600

Invoice Number 9194303
Sales Associate BD1 Carmen Steele
Invoice Date 08/08/2018
Payment Due 09/10/2018
Terms NET 10TH
Location 201-400-400

Customer PO Number
Original Invoice 9194303
Memo
Route/Stop 3545/9

Please remit to
P.O. BOX 34172
SEATTLE, WA 98124-1172

Special Instructions
Delivery Instructions
KEY/CODE

Items

Item #	Qty ORD	Qty SHP	UM	Ship Weight	Pack/Size	Brand	Description	Tax	Unit Price	Amount
311658	24	24	CS		100/2Z		CARROTS MINI PEELED		\$17.68	\$424.32
367985	7	7	CS		150/1.6Z	DUDA	CELERY STICK		\$37.24	\$260.68
C Cooler 31 lbs										\$685.00
115356	12	12	CS		100/1Z	LITEHOUSE	DRESSING RNCH LT 1Z PKT (10415)		\$11.57	\$138.84
263567	2	2	CS		200/.5Z	CULINARY ORIGIN	SAUCE PICANTE .5Z PKT (18037)		\$15.24	\$30.48
719365	5	5	CS		104/1Z	SUNCHIPS	CHIPS MULTIGRN ORIG NTF (11151)		\$29.96	\$149.80
D Dry 19 lbs										\$319.12
858516	12	12	CS		72/4Z	FOSTER	CORN DOG CHIX LOW FAT WHL GRAIN CN (95150)		\$27.28	\$327.36
F Freezer 12 lbs										\$327.36

Shipped Weight 890.07
No. of Pieces 62
Dry Goods 7
Freezer 12
Cooler 43

Subtotal \$1,331.48
Freight \$0.00
Fees \$0.00
Tax \$0.00
Total \$1,331.48

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable agricultural commodities act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

1.5% per month, or 18.0% per annum service charge will be charged on all past due accounts. Returned checks subject to handling fee.


**FOOD SERVICES
OF AMERICA.**
ROGERS-SUMMER #1121632
Credit Terms: NET 10TH

Past Due: \$0.00

Account Balance: \$22,794.05

Credit Consultant: Kimberly Asbach

Pending Payment(s): \$0.00

Invoice Date	Invoice/Credit	Due Date	Open Amount	Customer PO	Original Invoice	"X" if Paying
07/02/2018	9158513	08/10/2018	\$2,394.41			
07/02/2018	9158768	08/10/2018	\$61.62			
07/09/2018	9164763	08/10/2018	\$2,954.19			
07/11/2018	9166739	08/10/2018	\$117.92			
07/11/2018	9166740	08/10/2018	\$2,678.35			
07/16/2018	9171768	08/10/2018	\$2,984.67			
07/18/2018	9173797	08/10/2018	\$1,127.39			
07/23/2018	9178232	08/10/2018	\$2,032.47			
07/25/2018	9180562	08/10/2018	\$2,554.55			
07/26/2018	INT51235	08/25/2018	\$17.75			
07/30/2018	9185537	08/10/2018	\$1,511.24			
08/01/2018	9187322	09/10/2018	\$2,126.86			
08/06/2018	9192220	09/10/2018	\$901.15			
08/08/2018	9194303	09/10/2018	\$1,331.48			

Pay Online using E-Pay or mail payments to: P.O. BOX 34172
SEATTLE, WA 98124-1172



*FOOD SERVICES
OF AMERICA®*

References for Food Services of America

Washington State University
1245 SE Stadium Way
Pullman, WA 99164-6005
Jmsmith1@wsu.edu
509-335-5037

Jamie Kohler

Department of Corrections
Correctional Industries
11919 W. Sprague Ave
Airway Heights, WA 99001
Jamie.dolan@doc.wa.gov
509-324-8392

Jamie Dolan

Missoula School District
1710 South Ave
Missoula, MT 59806
ejchristensen@mcps.k12.mt.us
406-728-2400 x 5012

Edward Christensen



Spokane Public Schools
excellence for everyone

REQUEST FOR BIDS ON:

BAKERY PRODUCTS

BIDS ACCEPTED UNTIL:

2:00:00 P.M. PDT, Thursday, August 9, 2018

DATE: August 2018

BID NO.: 3-1819

SECTION I

TELEPHONE NO.: 509.354.7127

BUYER: Pam Tatosky

PRICES F.O.B.:

Various District locations as listed in specifications.

STANDARD TERMS AND CONDITIONS

BID COMPLETION: Bids must be completed insofar as possible on the enclosed bid documents and must include an original signature by an authorized representative. Please complete and return the signed and sealed Bid Documents to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. Bids received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of bids cannot be accepted unless otherwise indicated in the attached specifications.) Bids will be opened at the time and date designated above.

BID PRICING: Unless otherwise specified, all prices shall be for new products F.O.B. destination. Unless bid is designated "**all or none**", vendor may bid on any or all Items. **Tie-ins** will be considered where advantageous. Prices provided shall include all handling and packaging costs. Those submitting bids do so entirely at their own expense. There is no expressed or implied obligation by Spokane Public Schools to reimburse any firm or individual for any costs incurred in preparing or submitting proposals.

BID CHANGES OR WITHDRAWAL: All changes and erasures must be made before bid opening time and initialed. Respondent may not withdraw their bid after the bid opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of Spokane Public Schools Purchasing Director.

ADDENDA TO THE BID: All official clarifications or interpretations of the bid documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

DELIVERY: Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All products are subject to inspection and acceptance by Spokane Public Schools personnel before final payment. At sole discretion of Spokane Public Schools, **partial payments** may be made for partial deliveries.

ACCEPTANCE/REJECTION: The District reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities, and to contract in the best interests of the District. Successful contractor shall enter into contract with the District within **ten** days from the date of purchase authorization from the District Board of Directors, unless otherwise stipulated.

SAMPLES: In some cases samples will be requested to be furnished by contractor at no charge to the District to determine acceptability of an item.

TAXES: The District is not exempt from retail sales tax unless items ordered are food products purchased for human consumption.

EQUAL EMPLOYMENT: Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the Contractor agrees to supply the District a completed "Equal Employment Opportunity Compliance Certificate" if such is requested.

ACCOMMODATIONS FOR THE DISABLED: Individuals with disabilities who may need an accommodation to participate in a public bid opening meeting should contact Pam Tatosky, Buyer II for Spokane Public Schools, by email (pamt@spokaneschools.org), by phone (509-354-7127), or by fax (509-354-7183) no later than three (3) days before the scheduled meeting to request an accommodation.

MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES: The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Bid. While the District does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.

EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW the contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the District's immediate termination of the contract.

TOBACCO/DRUG/WEAPON PROHIBITION: District property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on District premises.

SAVE HARMLESS: Contractor agrees to protect and save harmless Spokane Public Schools against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

AWARDS: Successful contractor will be notified by Spokane Public Schools via email following purchase approval by Spokane Public Schools Board of Directors.

QUESTIONS: Questions regarding bids should be directed to the Purchasing Department, (509) 354-7184.

BAKERY PRODUCTS
ADDITIONAL TERMS AND CONDITIONS

1. **NOTE:** ALL BIDDERS **MUST READ AND UNDERSTAND THIS INVITATION TO BID IN ITS ENTIRETY.** THERE MAY BE SPECIAL INSTRUCTIONS IN THE TERMS AND CONDITIONS OR AS AN INTEGRAL PART OF THE BID DOCUMENT THAT WILL IMPACT THE BIDDER'S ABILITY TO PERFORM. Questions shall be addressed to the Buyer, Pam Tatosky, at (509) 354-7127 or pamt@spokaneschools.org , not less than five (5) business days prior to bid opening. Any substantial change to be made to the specifications will be addressed in issued addenda and shall become part of this bid.

2. **DELIVERY:**

The first order delivery will be required on or about August 27, 2018, with regular order deliveries thereafter through August 31, 2019. All orders will be placed by each kitchen manager. Elementary schools (**Attachment A**) will require one (1) delivery per week during the period schools are in session, and the following schools will require two (2) deliveries each week:

The Community School, 1025 West Spofford Ave., 99205
Ferris High School, 3020 East 37th Ave, 99223
Lewis & Clark High School, 521 West Fourth Ave., 99204
North Central High School, 1600 North Howard St., 99205
Rogers High School, 1622 East Wellesley Ave., 99207
Shadle Park High School, 4327 North Ash St., 99205
Chase Middle School, 4747 East 37th Ave., 99223
Garry Middle School, 725 East Joseph Ave., 99207
Glover Middle School, 2404 West Longfellow Ave., 99205
Sacajawea Middle School, 401 East 33d Ave., 99203
Salk Middle School, 6411 North Alberta St., 99208
Shaw Middle School, 4106 North Cook St., 99207
Libby Center, 2900 East 1st Ave., 99202

F.O.B. delivery is to occur prior to 10:30 a.m. on the days as mutually agreed to with the Nutrition Services Director or his designee. All orders will be placed by the kitchen manager with four (4) days notice given before delivery.

3. **DELIVERY CONTAINERS:** All products shall be delivered in returnable, stackable baskets in order to eliminate crushing.
4. **INVOICING:** With each delivery of merchandise, the supplier is required to leave with the kitchen manager an itemized delivery slip which has been signed by one of the personnel in the cafeteria or warehouse to which the delivery has been made. **Absolutely no fuel surcharges or carrying fees are to be invoiced as a separate line item for any deliveries made from this contract.** Billing by the contractor shall be done on a monthly basis referencing the itemized invoices. Contractor is to provide with their bid an example of their invoice and billing statement.
5. **QUANTITIES:** The school district's actual requirements may vary from the quantities shown, which are estimates based on the 2017-2018 school year usage and anticipated program modifications. The award will be based on grand total(s) of all items. The estimate is a guideline only and is not to be construed as a commitment by the district as the exact amount to be purchased.

6. EVALUATION OF BIDS: The bid will be awarded to the lowest responsible bidder. The lowest responsible bid will be based on an evaluation of the product, its price, delivery timelines and evaluation criteria shown hereafter, together with a consideration of those elements contained in RCW 39.26.160. Such determination will, of necessity, require 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 product best meets the needs of various programs remains the sole responsibility of the district and is final. Product samples must be submitted upon request, within 48 hours for test and evaluation to verify that product meets specifications.

Evaluation Criteria

- Ability to meet the needs of the education process.
 - Quality of the product offered.
 - Ability to meet delivery schedule and general service history.
 - Compatible and reliable billing procedures.
 - Ability to complete bid form accurately, completely, and furnish correct product sample (if requested) in time frame named.
7. PRODUCT QUALITY: Products received after award which does not possess quality levels consistent with product evaluated shall be removed and replaced at vendor expense.
8. NUTRITIONAL LABELING: Upon request, Certificate of Nutritional Content or evidence of Child Nutrition (CN) Labeling Program approved and grading shall be submitted within 48 hours of request.
9. POLICY FOR VEHICLES ON SCHOOL GROUNDS DURING THE SCHOOL DAY
- a. Avoid driving in the school playground areas at any time if it is practical to park on the street or in another area to make deliveries.
 - b. Do not drive in playground areas in which children are playing.
 - c. Do not, under any circumstances, back trucks during the school day across any school property where children might be present unless assisted by an adult flagman.
 - d. Be especially cautious at all times when driving anywhere near school buildings where youngsters may suddenly and unexpectedly run out.
 - e. If assistance is needed to locate a safe or the proper unloading area at a school, always obtain assistance from the principal's office of the school building.
10. PRICING: Prices shall remain firm for the term of this contract and any ensuing renewals. Any decreases in price by a manufacturer shall be passed through in total, dollar for dollar, on the effective date of the decrease.
11. PRODUCTION COSTS ESCALATION: At the renewal of each optional contract year, in the event of unusual circumstances such as changes in local, state, or federal taxes, laws, specifications, regulations, or certain production expenses that could not have been foreseen or budgeted in the original proposal, which cause the contractor's costs to hereunder increase, then parties shall determine a reasonable and just amount to cover such documented increased. Under normal circumstances, this shall not exceed the Consumer Price Index (United States City for Urban Wage Earners and Clerical Workers), as reported the previous 12 month period ending April 30 on a percentage basis to apply to contract pricing for the ensuing school fiscal year. Approval of any increases shall be at the sole discretion of the District. Cost decrease of significance shall be included as well.

12. CONTRACT TERMS:

- a. The term of this contract shall be effective upon award, through August 31, 2019.
 - b. The School District reserves the right to cancel this contract upon thirty (30) days written notice to the Distributor. The School District assumes no responsibilities or obligations of any kind whatsoever resulting from cancellation.
 - c. It is the desire of Spokane Public Schools to allow the option to renew this contract annually for four additional years beyond the initial contract year. The contract may be renewed annually provided the successful contractor and the District agree to allow the continuance of the contract the additional year(s). Under no circumstances shall these renewals extend past August 31, 2023.
13. CONFLICT OF INTEREST: 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 beverages) from a supplier of goods or services to the district.
14. AWARD NOTIFICATION: Award shall be made within 20 days of the bid opening. A letter of award will be sent to the awarded bidder with purchase orders to follow in mid-August.
15. INTERLOCAL AGREEMENTS: Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. Vendor agrees to sell additional items at the bid price, terms and conditions to other governmental agencies as listed on **Attachment B**. Spokane Public Schools accepts no responsibility for the payment of the purchase price by other governmental agencies. Contractors who do not accept this condition will NOT be excluded from award consideration.
16. COOPERATIVE PURCHASING: 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 including, but not limited to, King County Directors Association (KCDA) and the State of Washington Office of State Procurement (OSP).
17. INDEMNIFICATION: The contractor shall defend, indemnify, hold and save harmless the District, its agents, representatives and employees ("Indemnitees") from all loss, damage, liability, claims or allegations or expenses (including attorney fees and all expenses of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission relating to or arising from contractor's discharge of its responsibilities contained in this contract. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnatee within the scope of the contractor's said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnatee in successfully enforcing the obligation of this Paragraph shall be paid by the contractor.

The contractor further agrees that its defense, indemnity and hold harmless obligations shall apply to claims made by its own employees against an Indemnatee, but in that instance only to the extent of the contractor's own negligence or fault in whole or part causing the claimant's damages. To that extent, the contractor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW.

18. INSURANCE: For the duration of this contract, the contractor shall maintain in force at its own expense insurance as follows:

a. Worker's Compensation Insurance in compliance with RCW Title 51.

b. Liability Insurance as follows:

1. A standard General Comprehensive Liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$1,000,000 per occurrence for bodily injury liability and (ii) contractual liability insurance coverage for the defense, indemnification and hold harmless promises made by contractor stated in Section II, Paragraph 21; and providing coverage for premises and operations, independent contractors, products and completed operations, personal injury liability and product liability coverage.
2. A standard motor vehicle fleet and automobile liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$1,000,000 per occurrence for bodily injury liability, property damage liability and uninsured/under-insured motorist benefits; (ii) no-fault medical expense and Personal Injury Protection coverage for vehicle occupants and pedestrians and bicyclists, with limits of not less than \$1,000,000 per person per incident; (iii) and contractual liability insurance coverage for the defense, indemnification and hold harmless promises made by contractor stated in Section II, Paragraph 21. Such policy shall also afford coverage for owned, hired and non-owned vehicles.
3. With respect to the insurance policies required by contractor by the immediately preceding subparagraphs b.1 and b.2, contractor shall: (i) cause the insurer(s) from whom contractor procures such insurance policies to issue endorsements attached to and made a part of such policies, naming and protecting the District and its employees, agents and representatives as additional insured under such policies for all purposes and claims made against the District related to or arising in anyway from the subject matter or performance of awarded contract; and (ii) contractor shall assure that such policies of insurance provide that they shall serve as primary-level insurance coverage with respect to any such claim made against the District, such that any liability insurance separately procured and maintained by the District shall be considered excess-level insurance coverage with respect to such claim.

There shall be no cancellation, material change, reduction of limits or non-renewal of the insurance coverage required by this contract, without thirty (30) days written notice to the District. Further, within fifteen (15) days of the effective date of the awarded contract, the contractor shall provide to the District copies of the additional insured endorsements required by the preceding subparagraph c.3 and a certification that the insurance policies required by this contract are in effect. Such certification shall specify and include the aforementioned 30-day cancellation clause of this contract. The District reserves the right to require contractor to select different insurance carriers if deemed necessary by the District.

19. ASSIGNMENT/SUBCONTRACTING: The awarded contract may not be assigned or subcontracted without written consent by the District.

20. GOVERNING LAW/VENUE: The terms of the awarded contract shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this contract, the venue of such action shall be in Spokane County, Washington.

21. INDEPENDENT CONTRACTORS: The parties enter into any contract awarded from this bid as independent contractors and nothing contained in this contract shall be construed to create a partnership, joint venture, agency or employment relationship between the parties.

BAKERY PRODUCTS
BID DOCUMENT

Note: See Sections I and II for terms and conditions before quoting prices.

The bid shall be an all or none award.

FIRM NAME FRANZ

Item No.	Estimated Monthly Quantity	Item and Description	Unit Price	Estimated Monthly Price
1.	660 loaves/mo. 71691	- BREAD, 51% whole grain, pullman, large standard loaf, 24 ounces, sliced and wrapped, 23 usable slices per loaf, 1 slice = 1 bread serving.	\$ 1.50 Slices/loaf 23 Weight/loaf 24 oz	\$ 990 ⁰⁰
2.	9600 pkg/mo. 74107	- BUNS, white 51% whole grain, hamburger, 4 inch, standard, sliced approximately 3/4 through, wrapped 8 per package. Scaling weight per bun = 2 bread servings.	\$ 1.40 Count/pkg 8pk Weight/each 16 oz	\$ 13440 ⁰⁰
3.	1200 pkg/mo. 74932	- BUNS, white 51% whole grain, wiener (hot dog), standard 6 inch length, sliced approximately 3/4 through, wrapped 8 per package. Scaling weight per bun = 2 bread servings.	\$ 1.40 Count/pkg 8pk Weight/each 16 oz	\$ 1680 ⁰⁰
4.	1200 pkg/mo. 76342	- BAGEL, plain, white 51% whole grain, standard size, sliced, 6 per package. Scaling weight per bagel = 2 - 2.25 bread servings	\$ 1.80 Count/pkg 6 Weight/each 18 oz	\$ 2,160 ⁰⁰
5.	240 pkg/mo. 76346	- BAGEL, blueberry, white 51% whole grain, standard size, sliced, 6 per package. Scaling weight per bagel = 2 - 2.25 bread servings	\$ 1.80 Count/pkg 6 Weight/each 18 oz	\$ 432 ⁰⁰
6.	1560 pkg/mo. 76098	- MUFFIN, English, white 51% whole grain, standard size, sliced, plain, 6 per package. Scaling weight per muffin = 2 bread servings	\$ 1.21 Count/pkg 6 Weight/each 13 oz	\$ 1,887
7.	3600 pkg/mo. 75013	- HOAGY, Deli Roll, plain white 51% whole grain, 6 per package. Scaling weight per roll = 2 - 2.25 bread servings.	\$ 1.71 Qty/pkg 6 Weight/pkg 8 oz	\$ 6,156 ⁰⁰

FIRM NAME FRANZ

Item No.	Estimated Monthly Quantity	Item and Description	Unit Price	Estimated Monthly Price
8.	800 pkg/mo. 75785	- DINNER ROLL, pull apart, white 51% whole grain, 16 per package, one 1 oz. roll = 1 bread serving.	\$ 1.80 Qty/pkg 16 Weight/pkg 17 oz	\$ 1,440

Total Monthly Price

\$ 28,185

x 10 months = Total Annual Bid Price

\$ 281,850



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

FRANZ FAMILY BAKERY

Date

8-1-18

By

Tim Haggard E.M.

Name and Title of Authorized Representative

[Signature]

Signature of Authorized Representative



FRANZ FAMILY BAKERIES



REAFFIRMING OR COMMITMENT TO EQUAL OPPORTUNITY – AAP

The leadership team at Franz Family Bakeries is committed to equal employment opportunity for all. Just as our commitment to quality motivates us to “go the extra mile”, we cooperate with the civil rights agencies in government in an effort to ensure equal opportunity in employment for ethnic minorities and women through a program known as “Affirmative Action”.

This means we conduct detailed internal analysis and periodically report to the government on our human resources practices, including interviewing and selection, evaluation, training, pay and benefits, transfer, promotion, termination, layoff, recall, recreational or social activities, to ensure they are free of bias related to race, color, religion, sex, and national origin. Other laws require us to use affirmative action efforts based on disability or veteran status.

These efforts take us beyond simple avoidance of illegal discrimination. Affirmative action means we are proactive in community efforts to encourage every citizen to participate in the workplace to the fullest extent of his or her individual talent and potential.

Affirmative action means we provide an environment of acceptance and inclusion for employees of all ethnic backgrounds. We ensure that all career paths are open to all, regardless of gender or ethnicity. We use only valid, job-related requirements for hiring and promotion. We evaluate employees as individuals in accord with their merit in achieving our high standards and goals.

Each year we review our affirmative action program, just as we check our progress in growing our business. As General Manager, I ask that we keep these commitments continually in mind. They are critical to our job success, and contribute to the long term health of our community.

Jessica Rizzuto, Human Resources Manager, is responsible for the administration of this Affirmative Action Plan. I am confident that we can count on your full cooperation and support. Let us know if you have any questions.


Tim Harper
General Manager

Franz

PORTLAND
340 NE 11th AVENUE
PORTLAND, OR 97232
PO BOX 14769 (97293-0769)
503/232-2191
FAX 503/234-7036

Franz

SPOKANE
110 N. FANCHER ROAD
SPOKANE VALLEY, WA 99212
509/535-7726
FAX 509/536-9707

Franz

COOKIE DIVISION
McMINNVILLE
1388 N. HIGHWAY 99W
McMINNVILLE, OR 97128
503/472-5145
FAX 503/472-3490

Franz

SPRINGFIELD
2000 NUGGET WAY
EUGENE, OR 97403
541/485-8211
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SEATTLE
2006 S. WELLER STREET
SEATTLE, WA 98144
PO BOX 24327 (98124)
206/322-0931
FAX 206/726-7533

FRANZ FAMILY BAKERIES



To: All Employees, Job Applicants, Supervisors, Managers and Officials
Subject: Affirmative Action - Equal Employment Opportunity for Military Veterans

1. POLICY STATEMENT

Franz Family Bakeries, its managers and employees are committed to providing equal employment opportunity to all veterans of U.S. military service and doing our part to remove any employment barriers and reach out to qualified veterans in compliance under the federal Vietnam Era Veterans Readjustment Assistance Act, as amended.

We prohibit discrimination against any qualified applicant or employee based on his or her status as a veteran of the United States military. We have established an Affirmative Action plan for veterans:


1. with a service-connected disability, or
2. in the 3-year period beginning on the date of release from active duty, or
3. who served in a war, campaign or expedition for which a campaign badge has been authorized, or in an operation for which a U.S. Armed Forces service medal was awarded.

This policy applies to all personnel actions including but not limited to recruitment, advertising, hiring, upgrading, promotion, discipline, transfer, layoff, leave or termination, rates of pay, other forms of compensation or benefits, training, apprenticeship, or participation in social or recreational activities. All such decisions will be based only on valid job requirements. Our Affirmative Action plan has the purpose of focusing our efforts to employ and advance in employment, qualified veterans including disabled veterans, and other protected veterans at all levels of employment including the executive level.

I invite all covered veterans to inform our Affirmative Action Officer so that you may be included in required government reporting. No one will be subjected to harassment, intimidation, threats, coercion, or discrimination because of filing a complaint under this policy, assisting in an investigation, opposing a practice prohibited by laws protective of veterans, or exercising any other rights under these laws or related amendments.

The full text of the policy may be reviewed by appointment during regular business hours in the offices of the Affirmative Action Officer.

Jessica Rizzuto, Human Resources Manager, is this facility's EEO and Affirmative Action Officer, and is responsible for maintaining the necessary programs, records, and reports to ensure compliance and our policy objectives. I expect all of us to give our full support to this effort.


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FRANZ FAMILY BAKERIES



To: All Employees, Supervisors, Managers and Officials

Subject: Affirmative Action - Equal Employment Opportunity for Persons with Disabilities

1. POLICY STATEMENT

Employers play a key role in helping overcome barriers those with disabilities may experience in obtaining equal opportunity. Franz Family Bakeries, its managers and employees must be committed to giving everyone the chance to use their full potential and to achieving the goal of equal employment opportunity.

There shall be no discrimination against any employee or applicant for employment because of physical or mental disability, except in cases of a bona fide job-related disqualification. In addition, Franz Family Bakeries will make every effort to ensure that all employment decisions, programs and personnel actions conform to the principles of equal employment opportunity. We will take affirmative action to employ, and advance in employment, persons with disabilities at all levels of employment including the executive level, and to otherwise treat such persons without discrimination on the basis of non-disqualifying disability in all employment practices including, but not limited to: recruitment, advertising, hiring, upgrading, promotion, discipline, transfer, layoff, leave or termination, rates of pay, other forms of compensation or benefits, training, apprenticeship, or participation in social or recreational activities. (60-741.5a)

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because of filing a complaint under this policy, assisting in an investigation, opposing a practice prohibited by laws protective of persons with disabilities, or exercising any other rights under such laws.

Jessica Rizzuto, Human Resources Manager, is this facility's EEO and Affirmative Action Officer, and is responsible for maintaining the necessary programs, records and reports to ensure compliance and our policy objectives. This plan is available for review by employees or applicants by appointment during normal business hours. I expect all of us to give our full support to this effort.


Tim Harper
General Manager

Franz

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FIRM NAME FRANZ

Have you included the EEO statement and Debarment form with your bid?

☒ Yes ☐ No

Have you included a sample of your invoice and a sample of your billing statement?

☒ Yes ☐ No

Is your firm willing to sell its products to surrounding districts as listed on Attachment B in accordance with the terms and conditions of this solicitation?

☒ Yes ☐ No

(Answering "no" will **NOT** exclude your firm from award consideration.)

Please indicate any deviations that would apply to districts which reside outside of Spokane County:

YES

WE DO MOST ALREADY - BUT ON THE
LIST THERE IS AREA'S WE DON'T SERVICE

Please include a list of three public school district or governmental reference contacts with your bid submission. This list should include the public entity name, the name of a contact person, their phone number and (if available) their email address.

Receipt of Addenda numbered _____ is hereby acknowledged.
(fill in number of each addenda received)

Bids are subject to all requirements furnished with this bid document. By signing bid, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that bids supplied herein conform to specifications herein, except if otherwise stated in a special condition by District No. 81.

FIRM NAME:

FRANZ BAKERY

ADDRESS:

110 N FANCHER ROAD
SPOKANE VALLEY, WA 99212

TELEPHONE NO.:

(509) 535-7726

FAX NO.:

(509) 536-9707

BY (Please Print):

DUANE HOWERTON

TITLE:

GENERAL SABS MANAGER

EMAIL:

Duane.Howerton@USBakery.com

SIGNATURE:

Duane Howerton

(Signature: Bid not acceptable unless signed by an authorized officer or employee. Rubber stamp or typed signature is NOT acceptable.)

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: Duane Howerston
Title: GSM
Phone Number: (509) 535-7726 ext 2302

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the Bid Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: Duane Howerston Date: 8-1-18
Title: GSM
Firm: FRANZ
Address: 110 N FAUCHER ROAD
City State & Zip: SPOKANE VALLEY, WA 99212

Please return this fully executed form. Failure to do so may disqualify your firm.

Elementary Schools

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
Indian Trail Elementary
Jefferson Elementary
Lidgerwood Elementary
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

2909 E. 37th Ave.
6363 N. Smith St.
2020 W. Carlisle Ave.
3010 W. Holyoke Ave.
2323 E. Bridgeport Ave.
5102 N. Driscoll Blvd.
3200 N. Ferrall St.
3717 N. Milton St.
2627 E. 17th Ave.
222 W. Knox Ave.
1300 E. 9th Ave.
2121 E. Thurston Ave.
2600 W. Sharp Ave.
908 E. 24th Ave.
4102 W. Woodside Ave.
3612 S. Grand Blvd.
5510 N. Lidgerwood St.
3322 E. 22nd Ave.
906 W. Weile Ave.
1001 E. Montgomery Ave.
800 E. Providence Ave.
319 W. Nebraska Ave.
4224 E. 57th Ave.
2616 E. 63rd Ave.
2707 E. Rich Ave.
5610 N. Maple St.
333 W. 14th Ave.
3737 E. 5th Ave.
1717 E. Sinto Ave.
6104 N. Moore St.
5400 N. Helena St.
500 W. Longfellow Ave.
911 W. 25th Ave.
5100 W. Shawnee Ave.

Bid No. 3-1819
Attachment B

Districts with Interlocal Agreements in Place

Central Valley School District	Liberty School District	Riverside School District
Cheney School District	Lind School District	Rosalia School District
Chewelah School District	Mary Walker School District	Royal School District
Clarkston School District	Mead School District	Soap Lake School District
Colfax School District	Medical Lake School District	Stanfield School District, Oregon
Colville School District	Methow Valley School District	South Kitsap School District
Culdesac Joint School District, Idaho	Newport School District	Sprague School District
Cusick School District	Nespelem School District	Summit Valley School District
Davenport School District	Nine Mile Falls School District	Sumner School District
Deer Park School District	North Franklin School District	Tekoa School District
East Valley School District	Northport School District	Umatilla School District, Oregon
Ephrata School District	Northshore School District	Valley School District
Evergreen School District	Oakesdale School District	Vancouver School District
Finley School District	Odessa School District	Wahluke School District
Freeman School District	Orient School District	Waitsburg School District
Grandview School District	Othello School District	Walla Walla School District
Harrington School District	Pasco School District	Warden School District
Keller School District	Pateros School District	Wellpinit School District
Kettle Falls School District	Prescott School District	West Valley School District
Kiona-Benton City School District	Pullman School District	Wilbur School District
	Reardan-Edwall School District	Wilson Creek School District