Spokane Public Schools
excellence for everyone

DATE: August 2018
BID NO.: 2-1819
SECTION I
TELEPHONE NO.: 509.354.7127
BUYER: Pam Tatosky

REQUEST FOR BIDS ON:

MILK AND DAIRY PRODUCTS

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

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.

August 2018
Bid No. 2-1819
SECTION II

MILK AND DAIRY 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 DOCUMENTS THAT WILL IMPACT THE BIDDER'S ABILITY TO PERFORM. Failure to fully and accurately complete all bid documents and supply requested information may result in a non-responsive bid. Questions shall be addressed in writing to Pam Tatosky, Purchasing Buyer, 2815 East Garland Ave, Spokane WA 99208 or pamt@spokaneschools.org at least five (5) school business days prior to bid opening.

2. DELIVERY OF PRODUCTS: All locations as specified in Section III, School Locations, are to be served with milk and dairy products, as ordered, between the hours of 5:45 a.m. and 11:00 a.m. a minimum of three (3) days a week (or more frequently if needed based on product consumption and storage capacity at receiving sites) as scheduled school is in session. Other delivery schedules and times in some locations may be mutually arranged between successful contractor(s) and the District Nutrition Services Director. Contractor(s) shall deliver products in clean and sanitary milk crates directly to the appropriate storage cabinets and rotate stock to ensure product freshness in each individual school. Contractor(s) agrees to pick up and credit the District for all full case milk overages prior to closure of schools for winter, spring and summer vacations. Failure of the contractor(s) to meet the District's delivery schedule may result in contract termination pursuant to Section II, Paragraph 17. Due to the District's updated building security systems, the contractor(s) will be issued a proximity card to allow access to the sites during specified hours. At the time the card(s) are issued, the contractor(s) will be responsible for signing and following the Proximity Card Use Agreement (see **Attachment A**).

3. ORDERS: Orders will be placed by direct coordination between contractor delivery persons and school kitchen managers using standard District vendor order forms.

4. INVOICING: With each delivery of products, the contractor is required to leave with the school kitchen manager an itemized delivery slip which has been signed by one of the District personnel in the cafeteria to which the delivery has been made. Payment for inaccurate invoices shall be held by the District until accurate documents are received by the District. **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. An example of the contractor's invoice and billing statement shall accompany this bid response.

5. QUANTITIES: The District's actual requirements may vary from the quantities shown in Section V, Estimated Annual Usage, which are estimates based on the 2017-2018 school year product usage. The contract award will be based, in part, on grand total(s) of all items in Section VI, Bid Document. The estimates in Section V, Estimated Annual Usage, are a general guideline only and are not to be construed as a commitment by the District as the exact amount of products to be purchased by the District.

6. ACCEPTABLE ROUTE AND TIME SCHEDULE: Successful bidder shall, prior to entering into a Milk and Dairy Products Contract with the District, provide a detailed and acceptable route and time schedule reflecting full compliance with Section II, Paragraph 2.

7. NEW PRODUCTS: The District reserves the right to purchase from the successful contractor newly introduced products, newly introduced sizing, or newly introduced packaging that were not available at the time of this bid, at a mutually agreed upon price. The District also reserves the right to approve additional products submitted for consideration by contractor as deemed in the best interests of the district and as aligned with necessary revised nutritional standards. At no time during the contract time frame will individual school cafeteria sites be solicited for these new products. All product changes and approval **must** be presented to the Purchasing Buyer and Nutrition Services Director and approved **in writing prior** to being placed in any cafeteria.

8. ESCALATION PROVISION: To protect the successful bidder and District, a provision to escalate or de-escalate the prices according to prevailing market conditions will be included in the Milk and Dairy Products Contract.

Bids shall be based on the following Federal Order 124 and 131 for the Pacific Northwest pricing for Class I and Class II milk as published by the Federal Milk Administrator (See **Attachment B**):

Class I (uniform weights and average price including the Federation Fee) $17.15 per cwt., butterfat pricing factor of $2.6264 as of June 30, 2018.

Class II (uniform weights and average price) $15.48 per cwt., butterfat pricing factor of $2.6762 as of June 30, 2018.

For every $.10 per cwt. change in prices stated above as published by the Federal Marketing Administrator, the prices bid will increase or decrease an amount as specified by successful bidder in their bid document.

In the event that another governmental marketing agency or the Northwest Dairymen's Association should "plus the market," escalation will be allowed only when documented by the contractor to the satisfaction and at the sole discretion of the District.

9. 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.

10. PRODUCT WARRANTY: Product must be warranted and fit for the purpose for which it is intended. If product quality is found to be inferior after delivery, as determined by the District in its sole discretion, the contractor will replace the product or credit the District as defined in Section II, Paragraph 2.

11. 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 time lines and evaluation criteria shown herein, 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 sole discretion of the District. The decision resulting from the evaluation process as to which contractor best meets the needs of various schools remains the sole responsibility of the District and is final.

Additional Evaluation Criteria

. Ability to meet the needs of the education process.
. Quality of the product offered.
. Ability to meet delivery schedule and service history in general.
. Agreeable and reliable billing procedures.
. Reference responses.

12. BID AWARD: The District reserves the right to award Groups I & II in Section VI, Bid Document, independently or in total as deemed in the best interest of the District.

13. PERFORMANCE BOND: The successful bidder shall, within ten (10) days after receipt of written notification of award of the contract, provide the District with a twenty-five percent (25%) performance bond. The performance bond shall be furnished by a bonding company authorized to do business in the state of Washington and collectible and enforceable in the state of Washington.

14. FACILITIES REQUIREMENT: Bidder agrees upon request to furnish within ten (10) days a letter dated within the last thirty (30) days from the Washington State Department of Agriculture stating that bidder's establishment meets the basic requirements of the grade A pasteurized milk ordinance and the Spokane City milk ordinance.

15. WORK STOPPAGE: The contractor shall be responsible for and shall so conduct itself as to prevent any reasonable avoidable stoppage of work by action of organized labor due to an act or omission of the contractor or of its employee or agent. In the event of work stoppage, it shall be the responsibility of the contractor to subcontract the required milk and dairy needs under the same terms and conditions and specifications herein unless directed otherwise in writing by the District. The District retains the option to procure product elsewhere due to failure of the contractor to provide product as specified herein.

16. CONTRACT RENEWAL: It is the desire of the District to allow the option to renew this contract under the same terms and conditions annually for four (4) additional one (1) year periods beyond the initial one (1) year contract which will terminate August 31, 2019. The contract may be renewed annually for one (1) year periods provided the contractor and District agree to do so. Under no circumstances will any renewal exceed August 31, 2023.

17. CONTRACT TERMINATION: The District, by thirty (30) days written notice, may terminate this contract, without cause, in whole or in part. In the event that this contract is terminated in whole or in part, the District reserves the right to award the remaining contract to the next lowest responsible bidder. Any subsequent award shall be subject to all remaining contract terms and conditions.

18. REFERENCES: Bidder shall provide a written list of at least two (2) Eastern Washington school district contractor account references with bid.

19. POLICY FOR CONTRACTOR VEHICLES ON SCHOOL GROUNDS DURING THE SCHOOL DAY: No contractor vehicles may be driven on school grounds unless otherwise provided ford herein. Under no circumstances may any vehicle be driven on a playground area while children are present on the playground. If access to a playground area is necessary, assistance must be obtained from school staff to clear the area of students prior to vehicle entry.

20. 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. The District is a party to interlocal cooperative purchasing agreements with, but not limited to, the King County Directors Association and the State of Washington Office of State Procurement.

21. 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 C**. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

MILK AND DAIRY PRODUCTS
SCHOOL LOCATIONS

Ferris High School	3020 East 37th Avenue
The Community School	1300 West Knox Avenue
Lewis and Clark High School	521 West Fourth Avenue
North Central High School	1600 North Howard Street
Rogers High School	1622 East Wellesley Avenue
Shadle Park High School	4327 North Ash Street
Chase Middle School	4747 East 37th Avenue
Garry Middle School	725 East Joseph Avenue
Glover Middle School	2404 West Longfellow Avenue
Sacajawea Middle School	401 East 33d Avenue
Salk Middle School	6411 North Alberta Street
Shaw Middle School	4106 North Cook Street
Adams Elementary School	2909 East 37th Avenue
Arlington Elementary School	6363 East Smith Street
Audubon Elementary School	2020 West Carlisle Avenue
Balboa Elementary School	3010 West Holyoke Avenue
Bemiss Elementary School	2323 East Bridgeport Avenue
Browne Elementary School	5102 North Driscoll Boulevard
Bryant Elementary School	910 North Ash Street
Cooper Elementary School	3200 East Ferrall Street
Finch Elementary School	3717 North Milton Street
Franklin Elementary School	2627 East 17th Avenue
Garfield Elementary School	222 West Knox Avenue
Grant Elementary School	1300 East Ninth Avenue
Hamblen Elementary School	4005 South Napa Street
Holmes Elementary School	2600 West Sharp Avenue
Hutton Elementary School	908 East 24th Avenue
Indian Trail Elementary School	4102 West Woodside Avenue
Jefferson Elementary School	3612 South Grand Boulevard
Lidgerwood Elementary School	5510 North Lidgerwood Street
Lincoln Heights Elementary School	3322 East 22d Avenue
Linwood Elementary School	906 West Weile Avenue
Logan Elementary School	915 East Montgomery Avenue
Longfellow Elementary School	800 East Providence Avenue
Madison Elementary School	319 West Nebraska Avenue
Moran Prairie Elementary School	4224 East 57th Avenue
Mullan Road Elementary School	2616 East 63d Avenue
Regal Elementary School	2707 East Rich Street
Ridgeview Elementary School	5610 North Maple Street
Roosevelt Elementary School	333 West 14th Avenue
Sheridan Elementary School	3737 East Fifth Avenue
Stevens Elementary School	1815 East Sinto Avenue
Westview Elementary School	6104 North Moore Street
Whitman Elementary School	5400 North Helena Street
Willard Elementary School	500 West Longfellow Avenue
Wilson Elementary School	911 West 25th Avenue
Woodridge Elementary School	5110 West Shawnee Avenue
Bancroft Center	1025 West Spofford Avenue
Eagle Peak	6904 East Fourth Avenue
Libby Center	2900 East First Avenue

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SECTION IV

MILK AND DAIRY PRODUCTS
SPECIFICATIONS

GENERAL SPECIFICATIONS

All milk, ice cream, and dairy products shall be produced, handled, and transported in a sanitary manner and in compliance with all applicable laws, ordinances, rules and regulations, including, but not limited to, the requirements of the Washington State Department of Agriculture, local milk ordinances, and the Washington Fluid Milk Act. All product containers shall be clearly labeled in accordance with all applicable labeling laws, and ingredients of products shall be clearly specified. Code dates shall be clearly legible, and a code explanation provided to the District nutrition services personnel upon request. All fresh fluid milk shall be pasteurized, homogenized, and vitamin D added.

EXPIRATION CODE DATE: Milk and dairy products shall have a minimum expiration date of seven (7) days to ensure freshness of the product.

DELIVERY AND TEMPERATURE OF PRODUCTS: All fluid products shall be maintained at a temperature between 32 and 41 degrees Fahrenheit when transported and delivered to the schools. All frozen products must be held at or below 0 degrees Fahrenheit when delivered with no evidence of previous thawing. Should any additional federal or state regulations be imposed affecting the delivery or processing of milk, the contract shall be considered amended to conform to such regulations.

PRODUCT SPECIFICATIONS

Item No.	Description
GROUP I:	
1a.	Milk, fresh, skim, chocolate flavored, fresh, pasteurized, less than .25% butterfat. Added vitamin A & D. Milk to be supplied in ½ pint rigid standard industry containers. If bidding any other container, sample must be approved in advance of bid submission. All printing on container is subject to approval by the District.
1b.	Milk, fresh, skim, chocolate flavored, fresh, pasteurized, less than .25% butterfat. Added vitamin A & D. Milk to be supplied in ½ pint poly pouches. If bidding any other container, sample must be approved in advance of bid submission. All printing on container is subject to approval by the District.
2a.	Milk, fresh, 1%, .9% - 1.1% butterfat with vitamin A and vitamin D3 added. Container provisions stated in item number 1a above apply.
2b.	Milk, fresh, 1%, .9% - 1.1% butterfat with vitamin A and vitamin D3 added. Container provisions stated in item number 1b above apply.

PRODUCT SPECIFICATIONS (continued)

Item No.	Description
3a.	Milk, fresh, non-fat, .25% butterfat or less with vitamin A palmitate, vitamin D3 added. Container provisions stated in item number 1a above apply.
3b.	Milk, fresh, non-fat, .25% butterfat or less with vitamin A palmitate, vitamin D3 added. Container provisions stated in item number 1b above apply.
4a.	Milk, fresh, skim, flavored (flavor(s) to be determined upon request or agreement), fresh, pasteurized, less than .25% butterfat. Added vitamin A & D. Container provisions stated in item number 1a above apply.
5a.	Milk, fresh, skim, lactose free, fresh, pasteurized, less than .25% butterfat. Added vitamin A & D. Container provisions stated in item number 1a above apply.

GROUP II:

6. Lite Ice Cream, bulk, ½ gallon.

7. Sherbet, bulk, 3 gallon.

8. Ice Cream, bulk, ½ gallon.

9. Ice Cream, bulk, 3 gallons.

10. Milk, non-fat, gallon.

11. Milk, 1% low fat, gallon.

12. Milk, 2% low fat, gallon.

13. Buttermilk, low fat, ½ gallon.

14. Yogurt, 1% low fat, quart.

15. Cottage Cheese, small curd, non-fat, bulk, 5-lb. container. Standard industry container.

16. Sour Cream, non-fat, 5 pound.

17. Fudge Bars, 24/pack.

18. Dixie Cups, 24/pack.

PRODUCT SPECIFICATIONS (continued)

Item No.	Description
19.	Creamy Orange/Vanilla Bar, 3 oz, 12/pack.
20.	Ice Cream Bar, 2 ½ oz, dozen packaged.
21.	Ice Cream Sandwich, 3 oz, 24/pack.

MILK AND DAIRY PRODUCTS
ESTIMATED ANNUAL USAGE

Item No.	Description	Unit of Issue	Quantity
Group I:			
1a.	Milk, non-fat, chocolate flavored	½ pint rigid	995,000
1b.	Milk, non-fat, chocolate flavored	½ pint pouch	1,600,000
2a.	Milk, 1%, low fat, fresh	½ pint rigid	307,000
2b.	Milk, 1%, low fat, fresh	½ pint pouch	307,000
3a.	Milk, non-fat, fortified	½ pint rigid	500,000
3b.	Milk, non-fat, fortified	½ pint pouch	1,000
4a.	Milk, non-fat, various flavored (non-chocolate)	½ pint rigid	1,000
5a.	Milk, non-fat, lactose free	½ pint rigid	21,500
Group II:			
6.	Milk, 1% low fat	gallon	3,400
7.	Milk, 2% low fat	gallon	50
8.	Buttermilk, low-fat	½ gallon	2,500
9.	Cottage Cheese, non-fat, small curd, bulk	5 pound	1,200
10.	Sour Cream, non-fat	5 pound	50
11.	Dixie Cups	24/pack	5,000
12.	Ice Cream Bar	dozen	50,000
13.	Ice Cream Sandwich	24 pack	500

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SECTION VI

MILK AND DAIRY PRODUCTS
BID DOCUMENT

NOTE: See Sections I, II, III, IV, and V for complete specifications and details before quoting prices. The District shall have the option to make separate awards on Group I and II; each group shall be an all or none award. **BIDDER TO SPECIFY EXCEPTIONS TO UNIT OF ISSUE AND PACKAGE SIZES WHERE THEY DEVIATE FROM THAT SPECIFIED.**

The undersigned hereby bids and if such bid is accepted, agrees to enter into a contract with Spokane Public Schools to provide the following products in strict accordance with all terms and conditions specifications and general requirement of the Milk and Dairy Products Bid and the prices set forth below.

FIRM NAME: Terry's Dairy Inc

GROUP IA: Provide pricing for ***rigid carton*** packaged product. (See Section II, Paragraph 8 prior to completing this section.)

Item No.	Est. Qty.	Description	Unit Price	Total Price
1a.	995,000 ea	- MILK, non-fat, chocolate flavored, 1/2 pint.	$ .1895	$ 188,552.50
2a.	307,000 ea	- MILK, fresh, 1% low fat, 1/2 pint.	$ .1915	$ 58,790.50
3a.	500,000 ea	- MILK, non-fat, fortified, 1/2 pint.	$ .183	$ 91,500.00
4a.	1,000 ea	- MILK, non-fat, various flavored, (non-chocolate) 1/2 pint.	$ .2147	$ 214.70
5a.	21,500 ea	- MILK, non-fat, lactose free, 1/2 pint.	$ .53	$ 11,395.00
		TOTAL GROUP IA		$ 350,452.70
		Specify number of ½ pint rigid cartons per case	50	

GROUP IB: Provide pricing for ***pouch*** packaged product. (See Section II, Paragraph 8 prior to completing this section.)

Item No.	Est. Qty.	Description	Unit Price	Total Price
1b.	1,600,000 ea	- MILK, non-fat, chocolate flavored, 1/2 pint.	$ .1909	$ 305,440.00
2b.	307,000 ea	- MILK, fresh, 1% low fat, 1/2 pint.	$ .1894	$ 58,145.80
3b.	1,000 ea	- MILK, non-fat, fortified, 1/2 pint.	$ N/A	$ N/A
		TOTAL GROUP IB		$ 363,585.80
		Specify number of ½ pint pouches per case	60	

FIRM NAME: Terry's Dairy Inc.

Item No.	Est. Qty.	Description	Unit Cost	Total Price
GROUP II				
6.	3,400 ea	- MILK, 1% low-fat, gallon.	$ 2.45	$ 8,330.00
7.	150 ea	- MILK, 2% low-fat, gallon.	$ 2.51	$ 376.50
8.	2,500 ea	- BUTTERMILK, low-fat, ½ gallon.	$ 2.15	$ 5,375.00
9.	1,200 ea	- COTTAGE CHEESE, non-fat, small curd, Bulk, 5 pound container.	$ 7.008	$ 8,409.60
10.	50 ea	- SOUR CREAM, non-fat, 5 pound container.	$ 8.139	$ 406.99
11.	5,000 pkg	- DIXIE CUPS, 24/pkg.	$ 6.50	$ 32,500.00
12.	50,000 doz	- ICE CREAM BAR, 2 ½ oz. bar.	$ 3.234	$ 161,700.00
13.	500 pkg	- ICE CREAM SANDWICH, 3 oz. bar, 24 bars/pkg.	$ 6.50	$ 3,250.00

TOTAL GROUP II $ 220,348.09

For every $.10 per cwt. change in prices stated above as published by the Federal Marketing Administrator, the prices quoted in this bid will increase or decrease by this specified amount: $ .00625

MILK AND DAIRY PRODUCTS
ESTIMATED ANNUAL USAGE

Item No.	Description	Unit of Issue	Quantity
Group I:			
1a.	Milk, non-fat, chocolate flavored	½ pint rigid	995,000
1b.	Milk, non-fat, chocolate flavored	½ pint pouch	1,600,000
2a.	Milk, 1%, low fat, fresh	½ pint rigid	307,000
2b.	Milk, 1%, low fat, fresh	½ pint pouch	307,000
3a.	Milk, non-fat, fortified	½ pint rigid	500,000
3b.	Milk, non-fat, fortified	½ pint pouch	1,000
4a.	Milk, non-fat, various flavored (non-chocolate)	½ pint rigid	1,000
5a.	Milk, non-fat, lactose free	½ pint rigid	21,500
Group II:			
6.	Milk, 1% low fat	gallon	3,400
7.	Milk, 2% low fat	gallon	50
8.	Buttermilk, low-fat	½ gallon	2,500
9.	Cottage Cheese, non-fat, small curd, bulk	5 pound	1,200
10.	Sour Cream, non-fat	5 pound	50
11.	Dixie Cups	24/pack	5,000
12.	Ice Cream Bar	dozen	50,000
13.	Ice Cream Sandwich	24 pack	500

FIRM NAME: Terry's Dairy Inc

QUESTIONNAIRE:

1. Is your firm insured for product liability? ✓ yes ___ no

   Specify carrier and limits Western National 5,000,000.00

2. Is your firm insured for property liability? ✓ yes ___ no

   Specify carrier and limits Western National 5,000,000.00

3. Are the employees of your firm in a union or collective bargaining group? ___ yes ✓ no

4. If answer to No. 3 is "yes," how will milk and dairy products be provided in the event of a work stoppage?

5. Is your firm bound under NW Milk Marketing Federation? ✓ yes ___ no

6. Have you included your references list with bid? ✓ yes ___ no

7. Have you included a sample of your invoice and billing statement? ✓ yes ___ no

8. Does your firm agree to sell its products to surrounding districts as listed on Attachment C in accordance with the terms and conditions of this solicitation? ✓ yes ___ no
   (A "no" answer will NOT exclude your firm from award consideration.)
   Please indicate any deviations to the terms and conditions that would apply to districts which reside outside of Spokane County:

   Terry's Dairy Will Reserve the Right for Each School on a individual Basis.

Bids are subject to all terms and conditions furnished with bid document. By signing bid, bidder affirms having read all terms and conditions and agrees thereto and warrants that bids supplied herein conform to specifications herein, except if otherwise stated in a special written condition by the District

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

I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this bid is complete and accurate to the best of my knowledge. I understand that if the District awards a contract for milk and dairy products to my firm, it does so in reliance upon the information set forth and commitments made within this bid.

FIRM NAME: Terry's Dairy Inc
ADDRESS: 2382 N. Hwy
Colville WA 99114
TELEPHONE NO.: 509-684-2936
FAX NO.: 509-684-1237
BY (Please Print): Dale Terry
TITLE: President / owner
EMAIL: Dale@TerryDairy.com

SIGNATURE: President / owner

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

Bid No. 2-1819
Supplemental Form

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 quoting this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate:

Name: Dale Terry

Title: President / owner

Telephone Number: 509-684-2936

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

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

In submitting the proposal to do the work as outlined in the Contract 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: [signature]

Title: President / owner

Firm: Terry's Dairy Inc

Address: 2382 N. Hwy

City & State: Colville WA 99114

Date: 7-30-18

PLEASE COMPLETE AND RETURN WITH YOUR BID
FAILURE TO DO SO MAY DISQUALIFY YOUR FIRM

Bid No. 2-1819
Attachment A

Spokane Public Schools
Vendor Proximity Card and Key Use Agreement

Proximity cards are to be treated like a key and should be secured at all times. By signing this agreement the vendor agrees to comply with these procedures and notify the Spokane Public School security department immediately if a card is lost or damaged. Call 509-354-7345 and ask to have the FSS contacted. If a card is damaged or access is not possible, call Sonitrol at 534-6044, tell them the school information and request assistance from a district FSS.

1. Sign for the proximity card(s) and/or key(s) when it is issued.
2. You must carry all district cards and/or keys on your person at all times, and not in a purse or wallet.
3. Respect each outside proximity card(s) and/or key(s) as though the security of the entire school is at stake.
4. Report the loss of any proximity card and/or key immediately to the security department at 354-7345 and the nutrition services department at 354-7270.
5. Keep proximity card(s) and/or key(s) secured while not being used for deliveries.
6. Double check the door you have used to ensure it is locked and latched. Pull on the door.
7. DO NOT give or loan your proximity card(s) and/or key(s) to any person.
8. DO NOT attach any identification to card(s) and/or key(s).
9. DO NOT puncture the card(s) anywhere but at the top of the card in the center.

ID/Proximity Card and Key Use:

1. Place card in front of the proximity device (small black device with blinking light) outside the entry door until the magnetic lock releases.
2. After entering, determine if alarm is on or off. **You <u>MUST</u> disarm the alarm prior to unlocking any other door.**
3. You have only two minutes to disarm the alarm.
4. If alarm is on, show ID to small black key pad, enter code then press # key, prior to entering any other door.
5. Ensure the door is locked and latched after leaving the school. Ensure system is armed if it was armed when building was entered.

Number of Cards Issued 2 Key #s _____

Number of Keys Issued _____

I understand the directions as outlined above and agree to comply with these procedures.

Dale Terry
Printed Name

7-30-18
Date

President / Owner
Title

Terry's Dairy Inc
Company

Signature

Bid No. 2-1819
Attachment B

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service
Dairy Programs

1930-220th Street SE, Ste. 102
Bothell, WA 98021
Phone: (425) 487-6009
Fax: (425) 487-2775
E-Mail: fmmaseattle@fmmaseattle.com

FEDERAL MILK ORDERS 124 & 131

4835 E. Cactus Road, Ste. 365
Scottsdale, AZ 85254
Phone: (602) 547-2909
Fax: (602) 547-2906

Announcement of Final Class and Component Prices

June 2018

Pacific Northwest Order 124

		Class I*	Class II	Class III	Class IV
Skim	Per cwt	$ 8.25	$ 6.33	$ 6.08	$ 5.77
Butterfat	Per lb	$ 2.6264	$ 2.6762	$ 2.6692	$ 2.6692
Protein	Per lb			$ 1.7478	
Other Solids	Per lb			$ 0.1128	
Nonfat Solids	Per lb		$ 0.7033		$ 0.6407
Class Price**	Per cwt	**$ 17.15**	**$ 15.48**	**$ 15.21**	**$ 14.91**
*Processor Assessment****	Per cwt	*$ 0.20*			
Total	Per cwt	$ 17.35			

Arizona Order 131

		Class I*	Class II	Class III	Class IV
Skim	Per cwt	$ 8.70	$ 6.33	$ 6.08	$ 5.77
Butterfat	Per lb	$ 2.6309	$ 2.6762	$ 2.6692	$ 2.6692
Class Price**	Per cwt	**$ 17.60**	**$ 15.48**	**$ 15.21**	**$ 14.91**
*Processor Assessment****	Per cwt	*$ 0.20*			
Total	Per cwt	$ 17.80			

Data Used For Price Calculations

See 7CFR§1000.50 for Class and Component Price Formulas

Monthly Average Product Prices			Monthly Average Component Prices		
Butter	$ 2.3756	Per lb	Butterfat	$ 2.6692	Per lb
Nonfat Dry Milk	$ 0.8150	Per lb	Nonfat Solids	$ 0.6407	Per lb
Cheese	$ 1.6150	Per lb	Protein	$ 1.7478	Per lb
Dry Whey	$ 0.3086	Per lb	Other Solids	$ 0.1128	Per lb

* Class I prices are subject to applicable location adjustments. The FO 124 Class I price includes a Class I differential of $1.90 per cwt; the FO 131 Class I price includes a Class I differential of $2.35 per cwt.

** Class prices announced at 3.5 percent butterfat, using this formula: (0.965 x skim price) + (3.5 x butterfat price).

*** The 20-cent per hundredweight processor assessment is an obligation under the Fluid Milk Promotion Order (7CFR§1160.101 et seq.) imposed on any person who processes and markets commercially more than 3 million pounds of packaged fluid milk products on a monthly basis. Deliveries to consumer residences are excluded. Effective February 29, 2016, processors of certified "organic" and "100 percent organic" fluid milk products may apply for an organic assessment exemption for those products.

Somatic Cell Adjustment Rate per 1,000 (For Informational Purposes Only): 0.00081

July 05, 2018

Alyce L. Owen, Acting Market Administrator

****

TERRY'S DAIRY, INC.

2382 N. HIGHWAY COLVILLE WA, 99114-9602 (509) 684-2936

****

=========
INVOICE
=========

SOLD TO:
SPOKANE SCHOOL DIST # 81
PURCHASE ORDER #160179
200 N BERNARD ST A/P
SPOKANE, WA 99201
jodi 953-9186
(509) 354-6549

SHIPPED TO:
SS ROGERS HIGH SCHOOL
1622 EAST WELLESLEY AVE
SPOKANE, WA 99207

Customer No.	Salesperson	Route/Stop	Order Date	Delivery Date	Terms	Invoice No.
6780	15	MO224	07/27/18	07/30/18	30 DAYS	290052

LINE	ITEM NUMBER	QTY. ORDER	QTY. SHIP	UOM	DESCRIPTION	BILLING UNITS	UNIT PRICE	EXTEND AMOUNT
1	0642	5.00	5.00	CASE	1% MILK HALF-PINTS 50 COUNT ***GREEN CARTONS***	250.00	0.1872	46.80
2	0645	20.00	20.00	CASE	CHOCOLATE FAT FREE HALF-PINTS 50	1000.00	0.1844	184.40

Number of PCS.	25	Total WEIGHT	625.00	INVOICE TOTAL($)	231.20

Customer's Signature: _____

****

TERRY'S DAIRY, INC.

2382 N. HIGHWAY

COLVILLE, WA 99114-9602

Phone: (509) 684-2936

****

SPOKANE SCHOOL DIST # 81
PURCHASE ORDER #160179
200 N BERNARD ST A/P
SPOKANE, WA 99201

Page: 15
Customer #: 6780
Salesperson: 15 - CLINT ESTABROOK
Statement Date: 07/30/18
Terms: 30 DAYS
Phone: (509) 354-7390

S T A T E M E N T O F A C C O U N T

Date	Inv. No.	Inv. Amount	Ord. No.	Payments	Amt. Due	Bal. Fwd
07/24/18	289472	27.80	158036	0.00	27.80	37080.21
07/24/18	289471	55.60	158035	0.00	55.60	37135.81
07/24/18	289470	92.62	158034	0.00	92.62	37228.43
07/24/18	289469	46.24	158033	0.00	46.24	37274.67
07/24/18	289468	9.36	158032	0.00	9.36	37284.03
07/24/18	288908	6.38		0.00	6.38	37290.41
07/25/18	289740	55.88	158048	0.00	55.88	37346.29
07/25/18	289739	92.20	158047	0.00	92.20	37438.49
07/25/18	289738	27.94	158046	0.00	27.94	37466.43
07/25/18	289737	27.80	158045	0.00	27.80	37494.23
07/25/18	289736	46.38	158044	0.00	46.38	37540.61
07/25/18	289735	46.38	158043	0.00	46.38	37586.99
07/25/18	289734	18.44	158042	0.00	18.44	37605.43
07/25/18	289733	46.38	158041	0.00	46.38	37651.81
07/25/18	289268	417.00		0.00	417.00	38068.81
07/26/18	289987	27.94	158055	0.00	27.94	38096.75
07/26/18	289986	27.80	158054	0.00	27.80	38124.55
07/26/18	289985	46.80	158053	0.00	46.80	38171.35
07/26/18	289984	148.22	158052	0.00	148.22	38319.57
07/26/18	289983	83.26	158051	0.00	83.26	38402.83
07/26/18	289982	46.52	158050	0.00	46.52	38449.35
07/26/18	289981	18.58	158049	0.00	18.58	38467.93
07/26/18	289636	335.96		0.00	335.96	38803.89
07/27/18	289872	194.46		0.00	194.46	38998.35
07/30/18	290052	231.20		0.00	231.20	39229.55

Current	Over 15	Over 30	Over 60	Over 90	Amount Due
5522.18	4242.66	29932.79	-304.02	-164.06	39229.55

TERRY'S DAIRY, INC.

Customer Listing Report - Style: Detail

Customer Number: 6780,7100,6750,4500,4523,4400

Customer Number	Company Name	Phone Number	Fax Number	Contact Name	Payment Terms	Customer Prc Lvl
Sales ID: 04 - DALE TERRY						
4523	OMAK SCHOOL DISTRICT 2400 YORKMONT ROAD CHARLOTTE, NC 28217	(509) 826-8356		Eric Smith 322-	PO 30 DAYS	
Sales ID: 05 - DEAN TERRY						
4500	MOSES LAKE SCHOOL DI 2400 YORKMONT ROAD CHARLOTTE, NC 28217	(509) 766-2677	(509) 766-2694	TANYA EXT 2529	PO 30 DAYS	1
Sales ID: 15 - CLINT ESTABROOK						
6750	CENTRAL VALLEY SCHOO 19307 EAST CATALDO A P.O. PF2805 WA 99016	(509) 558-5414		a/p Holly Berg	30 DAYS	
6780	SPOKANE SCHOOL DIST PURCHASE ORDER #1601 200 N BERNARD ST A SPOKANE, WA 99201	(509) 354-7390	( ) -	jodi 953-9186	30 DAYS	1
7100	COEUR D'ALENE SCHOOL ATTN: ACCOUNTS PAYAB 1400 NORTHWOOD CENTE COEUR D'ALENE, ID 83	(208) 664-8241	(208) 676-1011	ED DUCAR CELL	30 DAYS	
Sales ID: 53 - PASCO SD						
4400	PASCO SCHOOL DISTRIC CL BOOTH EDUCATION C 1215 WEST LEWIS STRE PASCO, WA 99301-5472	(509) 543-6700	(509) 543-6716	AR ** SEE NOTES	30 DAYS	

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