

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

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



July 3, 2014

Re: Interlocal Agreement Information Packet

Enclosed, for your reference and any questions an auditor may have, please find the following information regarding Spokane Public School's Nutrition Services Prime Vendor RFP 17-1314 documents:

- Advertisement for this RFP
- Affidavit of advertisement from the Spokesman Review
- Proof this advertisement was posted to our public website
- The entire Request for Proposal document
- Addendum No. 1 issued 2/12/14
- Addendum No. 2 issued 2/20/14
- Addendum No. 3 issued 3/5/14
- Addendum No. 4 issued 3/10/14
- Spokane Public Schools Board Recommendation with evaluation explanation
- Proof of posting in the board's consent agenda
- Proof of approval of our school board 6/11/14
- Response documents from FSA
- Response documents from URM

In addition to these documents, the two Excel spreadsheets posted to this website show the pricing submitted by the two responsive vendors; Food Services of America and URM.

The initial term of this contract is 9/1/14 through 8/31/15. Should this contract be renewed in ensuing years, this website will have each successive board recommendation, proof of board approval and a non-debarment verification for that year. These documents will be posted after the last school board meeting in July of each year.

Please keep in mind that audits of the 2013-2014 school year will be on information contained in RFP 1-09.

If you have any questions or I can be of any further service, please don't hesitate to contact me.

Pam Tatosky
Buyer II
Spokane Public Schools
509-354-7127
pamt@spokaneschools.org

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

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February 10, 2014

ADVERTISEMENT FOR REQUEST FOR PROPOSAL

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

RFP No. 17-1314

NUTRITION SERVICES PRIME VENDOR until 2:00:00 p.m. PDT, Friday, March 21, 2014

Specifications are on file in the Purchasing Department and posted on the Spokane Public Schools' Purchasing website at 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 RFP 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, February 12 and 19, 2014.

c:ad.rfp

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON

County of Spokane} ss

Name:	<u>Spokane Public Schools</u>	Client ID:	<u>1133889</u>
PO No.	<u>SR27354</u>	No. Lines:	<u>42</u>
Total Cost:	<u>\$360.64</u>	Order No.	<u>149684</u>

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BY ORDER OF THE
BOARD OF DIRECTORS
SPOKANE PUBLIC SCHOOLS

Dr. Shelley Redinger, Secretary
SR27354

I, Ruth Sullivan

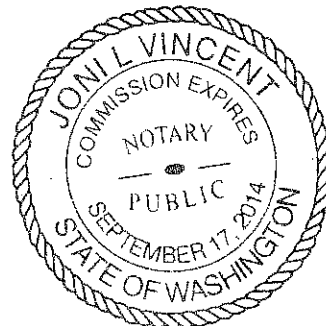
do solemnly swear that I am the Principal Clerk of *The Spokesman-Review*, a newspaper established and regularly published, once each day in the English language, in and of general circulation in the City of Spokane County, Washington; and in the City of Coeur d'Alene, Kootenai County, Idaho; that said 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:

February 12 & 19, 2014

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
24th day of February, 2014.

Joni L. Vincent
Notary Public in and for the State of Washington,
residing at Spokane County, Washington



Notary Stamp

Paper Affidavits

Purchasing Solicitations



Solicitations

REGISTER TO BE A VENDOR WITH SPOKANE PUBLIC SCHOOLS!

Standard Terms and Conditions for invitation to bid, request for quotation, and purchase order contract

If these terms and conditions in any way conflict with those of a published district solicitation, those of the published solicitation shall prevail. See "**Solicitations Archive Library**" for items that are older than one year.

2013-2014 Bid Calendar

Advertisements and General Notices:

- 2014 A&E Consultant Roster Advertisement
 - 2014 Submittal Requirements for A/E Consultant Reference File
- 2013 Small Works Roster Advertisement
- Bid No. 12-09 Miscellaneous Roof Repairs
 - Bid No. 12-09, Award
- GCCM Public Notice

Notice of Desire to Sell Surplus Real Property

Solicitations Due July 2014:

- * Bid No. 31-1314, EngageNY Manipulatives (due 2:00 PM PDT, Wednesday, July 2, 2014)
- **Advertisement

Solicitations Due June 2014:

- * Bid No. 25-1314, Science Equipment for North Central High School (due 2:00:00 PM PDT, Thursday, June 12, 2014)
- ** Advertisement
- * Quote No. 8632-1314, Paper Products (due 2:00 PM PDT, Tuesday, June 24, 2014)
- * Quote No. 8634-1314, School Supplies (due 2:00 PM PDT, Thursday, June 26, 2014)

Solicitations Due May 2014:

- * Quote #8630-1314 - Non Food Consumables (due 2:00 PM PDT, Tuesday, May 6, 2014)
- * Quote #8631-1314 - School Supplies (due 2:00 PM PDT, Thursday, May 8, 2014)

Solicitations Due April 2014:

- * Bid No. 24-1314, Mullan Road GCCM Subcontractor Bid Packages (due 2:00 PM PDT, Friday, April 4, 2014)
- **Advertisement
- * RFP No. 21-1314, Hot Delivered Pizza (due 2:00:00 PM PDT, Thursday, April 17, 2014)
- **Advertisement
- * Bid No. 26-1314, Miscellaneous Tablets (due 2:00:00 PM PDT, Tuesday, April 8, 2014)
- **Advertisement

Solicitations Due March 2014:

- * Bid No. 22-1314, Salk Middle School Replacement Phase 1 (due 2:00:00 PM PST, Thursday, March 6, 2014)
 - **Addendum No. 1
 - **Award
- * RFP No. 17-1314, Nutrition Services Prime Vendor (due 2:00:00 PM PDT, Wednesday, April 2, 2014)
 - **Advertisement
- * Bid No. 23-1314, Security Hardware at Various School Sites Package 2 (due 2:00:00 PM PDT, Monday, March 31, 2014)
 - **Advertisement

Solicitations Due February 2014:

- * Quote No. 8628-1314, Paper Products (due 2:00 PM PST, Tuesday, February 18, 2014)
 - **Advertisement
- * Quote No. 8629-1314, School Supplies (due 2:00 PM PST, Wednesday, February 19, 2014)
 - **Advertisement

Solicitations Due January 2014:

- * Bid No. 12-1314, USDA Cheese Processing - Cheese Sticks/Slices/Shreds (due 2:00:00 PM PST, Tuesday, January 14, 2014)
 - **Advertisement
- * Bid No. 13-1314, USDA Cheese Processing with Bread Products (due 2:30:00 PM PST, Tuesday, January 14, 2014)
 - **Advertisement
- * RFP No. 9A-1314, Avaya Phone System Maintenance and Support (due 2:00:00 PM PST, Wednesday, January 22, 2014)
 - **Advertisement
- * Bid No. 20-1314, Copier Paper (due 2:00:00 PM PST, Thursday, January 30, 2014)
 - **Advertisement
- * Bid No. 18-1314, Mullan Road GCCM Subcontractor Bid Packages (due 2:00:00 PM PST, Friday, January 31, 2014)
 - **Addendum No. 1
 - **Addendum No. 2

Solicitations Due December 2013:

- * RFP No. 9-1314, Avaya Phones System Maintenance and Support (due 2:00:00, PST, Tuesday, December 10, 2013)
 - **Addendum No. 1
- * Bid No. 14-1314, Faucets and Flush Valves (due 2:00:00 PM, PST, Monday, December 8, 2013)
 - **Advertisements
- * Bid No. 15-1314, Security Hardware for Various Schools (due 2:00:00 PM, PST, Thursday, December 5, 2013)
 - **Advertisement
- * Quote No. 8322-1314, Magnetic Whiteboards (due 4:00 PM, PST, Wednesday, December 11, 2013)
- * Quote No. 8624-1314, HP Server for IFAS (due 4:00 PM, PST, Wednesday, December 11, 2013)
- * RFP No. 16-1314, GCCM for Hutton Elementary School (due 2:00:00 PM, PST, Friday, December 20, 2013)
 - **Advertisement
 - **Addendum No. 1
 - **Addendum No. 2
 - **Addendum No. 3
 - **Addendum No. 4

Solicitations Due November 2013:

- * RFI No. 8620-1314, Volunteer Application and Management System (due 2:00:00 PM, PST, November 5, 2013)
- * Bid No. 11-1314, Paper Products (due 2:00:00 PM PST, Tuesday, November 5, 2013)

Solicitations Due October 2013:

- * Quote No. 8618-1314, Non-Food Consumables (due 4:00 PM PDT, October 17, 2013)

REQUEST FOR PROPOSAL

NUTRITION SERVICES PRIME VENDOR

**SPOKANE PUBLIC SCHOOLS
RFP NO. 17-1314**

PROPOSALS ARE DUE NOT LATER THAN

2:00:00 p.m. PDT, Friday, March 21, 2014

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

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

Direct all RFP procedural inquiries to:

Pam Tatosky
Purchasing Buyer
(509) 354-7127

Direct all RFP product/service inquiries to:

Doug Wordell
Nutrition Services Director
(509) 354-7391

**NUTRITION SERVICES PRIME VENDOR
RFP NO. 17-1314**

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**NUTRITION SERVICES PRIME VENDOR
ADDITIONAL TERMS AND CONDITIONS**

1. NOTE: All respondents must read and understand this Request for Proposal in its entirety. There may be special instructions either in the terms and conditions or as an integral part of the RFP document that will impact the respondent's ability to perform.
2. SCOPE: This RFP is for the regular weekly delivery of nutrition service food and supply product as listed in Section IV RFP Document to approximately 13 District sites; however, vendor must have the ability and willingness to deliver to all district sites as needed. The district further reserves the right to place orders for items not specifically named on this list as program needs arise. This contract is anticipated to have an annual total sales amount of approximately \$3.5 million dollars.
3. TAXES: RFP prices shall not include taxes.
4. All items offered shall be identified by both brand and number where applicable.
5. Spokane School District No. 81 applies a process of test and evaluation designed to ensure essential quality depending on the intended use of various products within this Request for Proposal. The brands that are listed in the Product RFP List have been judged acceptable and are the district's standard products. Product substitutions may be suggested, but final approval of all products standards will be at the discretion of the Nutrition Services department. Each brand substitution may be subject to a product evaluation and product cutting. The district continually investigates new or additional products and invites vendors to make these products available for evaluation.
6. INTERPRETATION: If the respondent discovers any errors, discrepancies, or omissions in the RFP specifications, or has any questions as to the meaning or sufficiency of the RFP specifications, the respondent must notify the purchasing department buyer responsible for this solicitation. Any addenda issued will be incorporated into the contract or purchase order.
7. No alteration in any of the terms, conditions, delivery, quality, quantities, or specifications of this solicitation will be considered without prior consent of the purchasing agent.
8. All data contained in this solicitation shall form a part of resulting contracts.
9. RFPs shall be made on the spreadsheets provided with all spaces fully completed. All product information, vendor product numbers, fixed fees, and pricing must be entered into the Excel spreadsheet that is provided with the RFP information. Enter the product data in the grey shaded area. The spreadsheet is formatted to automatically calculate the price with fixed fee and the extended total. Any product substitutions or brand name changes must be entered into the spreadsheet in place of the listed product. ALL CHANGES in the Product RFP List must be BOLDDED and in a red font. Only the amount of information requested on the RFP form will be considered in the evaluation of the RFP. The completed forms shall be without inter-lineation, alteration, or recapitulation of work to be done. The person signing the RFP must initial erasures and/or corrections in the RFP. In addition, all respondents must submit either a computer CD-ROM or thumb drive containing the Product RFP List in Microsoft Excel format and a completed printed paper form of the RFP Excel spreadsheet. The electronic version will allow the district to compile RFP results more effectively. The paper form, along with original signature pages, is also required for the formal RFP file. All prices bid shall exclude Washington State sales tax however, invoices submitted for payment shall include Washington State sales tax if required by state law. **Please submit 2 copies of your firm's RFP response.**

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

10. A respondent whose proposal is under consideration, upon request of the district, shall submit promptly, satisfactory evidence of ability to perform, satisfactory evidence of financial resources such as gross annual sales, equipment available to execute the contract, number of employees and experience with school districts to meet the contract requirements.
11. Evaluation of RFPs: The contract will be awarded on an all or none basis to the contractor scoring the highest number of points as indicated below. Such determination will, of necessity, require some judgmental evaluations by district representatives and students. Other industry specialists may be used in the evaluation process at the discretion of Spokane Public Schools. The decision resulting from the evaluation process as to which contractor best meets the needs of the district remains the sole responsibility of the district and is final. To be awarded this contract, all items listed in the Minimum Qualification Criteria must be met and the contractor must then score the highest point value of the other 4 qualifications (maximum 110 points possible) which are:
 - Price – 40 points (37%)
 - Service – 30 points (27%)
 - Quality – 30 points (27%)
 - Business Stability – 10 (9%)

Minimum Qualification Criteria to be eligible for Award (failure to meet any of the following three qualifications will render the contractor non-responsive):

- a. Meet or exceed all USDA, Washington State and OSPI business operations and distribution requirements
- b. Meet or exceed and provide documentation as requested for all terms, conditions and requirements of this solicitation.
- c. Provide pricing for at least 95% of the Items as requested on the Product List spreadsheet. All items indicate by asterisk must be able to be provided by your firm or you may be ineligible for award.

Please note that this RFP requests two (2) prices for each item listed: A price to be delivered to each secondary site, and a price for 150+ case single drop to the district warehouse. The district reserves the right to choose multiple manufacturers for the same product. This RFP will be evaluated based on the prices listed in both of the site cost plus fixed fee column and warehouse drop ship cost plus fixed fee columns, multiplied by annual projected case usage amounts. For evaluation purposes, each column will be given a percentage weighted value in relation to the dollar percentage of site deliveries versus warehouse deliveries that have taken place throughout the previous 2 school years. All RFP finalists will be required to provide a produce cutting, from a select list of produce items, as well as other vendor specific brand name items as identified by the Nutrition Services Director to the district during the period of March 24-28, 2014 at the Rogers High School cafeteria kitchen, 1622 East Wellesley, Spokane, WA 99207. The precise date and time will be determined and the invited vendors notified prior to the March 24 date. Products will be evaluated as acceptable or unacceptable and qualify or disqualify the vendor accordingly. All products delivered by the successful respondent shall be held to the same product quality standard as that used in this evaluation and award process. (See Section III, Paragraph 14.)

12. Awards resulting from this solicitation will be made only on an all-or-none basis.

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

13. Contract Renewal: The initial contract term shall commence on August 1, 2014 through August 31, 2015. It is the desire of Spokane Public Schools to consider the option to extend this contract for a maximum of four one-year periods beyond the current contract year. Each optional renewal year will be contingent on school board approval.
14. District officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of a district purchase entered into, or anticipated in the future, from any person, firm, or corporation. District employees, within the course of their employment, are prohibited from accepting any gratuity (including food or beverage) from a supplier of goods or services to the district.
15. Contract Termination: The district, by 30 days written notice, may terminate this contract, in whole or in part. In the event that this contract is terminated prematurely, the district reserves the option to award to the next low respondent. The contractor may terminate their services only at the end of the contract year (August 31) with 90 days written notice. Any subsequent award will be subject to any remaining contract terms.
16. Force Majeure: The contractor is not liable for the consequences of any failure to perform or default in performing any of its obligations under this agreement, if that failure default is caused by unforeseeable Force Majeure, beyond the control of a without the fault of negligence of the contractor. For the purposes of this agreement, Force Majeure will mean war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, sabotage, military or usurped power, lightning, explosion, fire, storm, drought, flood, earthquake, epidemic, quarantine, strikes, acts of restraint of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required, inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulation of any governmental authorities.
17. Affirmative Action Contract Compliance: Vendors who desire to provide the district with supplies or services must comply with the requirements as set forth in the district's "Equal Employment Opportunity" statement as contained in the RFP documents. This form must be signed and returned as part of the proposal package in order to be considered as a qualified respondent.
18. RFP Guarantee: The respondent agrees that a certified check or bid bond in the amount of \$10,000, payable to the district and accompanying this proposal, is the measure of liquidated damages which the district will sustain by failure of the vendor to execute and deliver the contract agreement and Performance Bond within ten (10) days of written notification of award of the contract. Should the vendor fail to enter into the contract, the certified check, cashier's check, or bid bond shall be forfeited as liquidated damages. If this proposal is not accepted by the Owner within forty-five (45) days after the time set for the opening of RFPs, or if the vendor executes and delivers said contract and Performance Bond, check or bid bond shall be returned.
19. Performance Bond: The successful respondent shall, within ten (10) working days after receipt of written notification of award of the contract, provide Spokane School District No. 81 with a one hundred percent (100%) performance bond. The performance bond shall be furnished by a bonding company authorized to do business in the state of Washington and must be enforceable and collectible in the state of Washington.

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

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

**NUTRITION SERVICES PRIME VENDOR
TECHNICAL SPECIFICATIONS**

1. Price Escalation and De-escalation: Spokane Public School District No. 81 encourages all vendors to quote prices on the basis that they will be increased or decreased as the market costs fluctuate. Changes in prices may not occur more than once in a four week period. Order guides (Product Catalogs) must contain current valid contract prices and be received at the kitchens prior to price increase. It is the expectation of the district that the fixed fee will not change during the contract period and any subsequent renewals, but that the manufacturer's cost may vary.
2. Annual Adjustment of Fixed Fee: Increases in pricing for the second and ensuing years of the agreement may be opened to negotiations with the District. The District will require the successful vendor to furnish evidence of increased costs of doing business, but under no circumstances shall this increase exceed the Consumer Price Index (CPI), United States City Average for Urban Wage Earners and Clerical Workers as published by the U.S. Department of Labor, of the preceding year. Such fee changes, if approved, will be effective September 1 and will remain constant throughout the contract year.
3. Addition of Incidental Non-RFP Items: The district may elect to purchase from awarded vendor additional food and supply items not specifically priced in the RFP. Such items may be stock or non-stock items. Prices for such non-RFP items shall comply with all pricing procedures outlined within this RFP.
4. Product Changes: The awarded contractor shall not substitute product brands without written approval of the district. Any substitution shall be of equal or higher quality at the contracted price or lower. Portion size and unit cost must also be equal. In the event new products are introduced into the market place that will better serve the food service program's interests, the Nutrition Services Department may elect to substitute the new product for a like item contracted in the RFP.
5. Competitive Pricing: The district reserves the right to research competitively priced product at the time of the actual purchase. If better pricing can be found from another vendor at the time of purchase, the district contractor must meet that product price or release the district to purchase elsewhere.
6. State or other member association contracts, where applicable and in compliance with RCW 39.34, will be considered as a bid for award purposes. Spokane Public Schools is a party to interlocal cooperative purchasing agreements with King County Directors Association (KCDA) and the State of Washington Office of State Procurement (OSP).

**NUTRITION SERVICES PRIME VENDOR
TECHNICAL SPECIFICATIONS**

7. Cost is defined as the manufacturer's cost to the distributor plus the industry standard of freight cost to the distributor's dock minus any rebates or quantity discounts.
8. All weekly product deliveries must be coordinated with the Nutrition Services Department and delivery site manager. All items shall be delivered F.O.B. destination as specified in Section IV, RFP Documents. Schedules shall be set by the vendor and the district, and shall remain consistent for the term of the contract unless changes are agreed upon by all parties. No deliveries will be made from 10:30 a.m. through 1:00 p.m. unless specifically approved by the district Nutrition Services Director. Failure of the respondent to meet the district's delivery schedule may result in termination through default. The district may wish to consider any schedule that will reduce the cost of this RFP. This would include "dark deliveries". Access to buildings and condition of such deliveries shall be coordinated with the district.
9. Delivery Schedule: All Secondary schools shall receive up to two deliveries per week, the first between Sunday evening and Tuesday at 10:00 a.m., and the second between Wednesday morning and Thursday at 8:00 a.m. The second delivery to each secondary school should be spaced to ensure an even number of serving days between deliveries and the quality of food products received. Warehouse deliveries will be between 7:00 a.m. and 8:00 a.m. Tuesday and Thursday of each week unless approved by Warehouse Supervisor. School vacation times may require adjusted schedules and must be coordinated with the Nutrition Services Director and Warehouse Supervisor.
10. Security Requirements: To qualify for this RFP, the vendor must demonstrate to the district safety/security director the ability to safely access district property and deliver product. This includes but is not limited to:
 - Safe delivery procedures
 - No backing on school grounds when children are present
 - All deliveries shall be scheduled and coordinated with nutrition services and security services, all changes shall be communicated to these departments in a timely manor
 - All buildings are alarmed and monitored by a 3rd party monitoring company. Vendor must demonstrate the ability to train staff to operate building alarms and secure school buildings after each delivery.
 - If keys and/or proximity cards are issued, they are secured when not in use.
 - Only a limited number of long term bondable drivers have access to two (2) district keys. Vendor agrees to notify district immediately and pay the costs of re-keying all effected locks in the event of a lost key or proximity card
 - Vendor agrees to pay for the costs incurred if district property is struck or otherwise damaged by vendor vehicle.
11. Purchased Product Quantities: Each school will work with vendor to minimize the number of required drops and maximize the drop size. Small drop deliveries may be requested if an emergency arises.
12. Estimated Quantities: All quantities listed in the RFP documents are based on historical data. The quantities stated are approximate only and are subject to either increase or decrease at the district's discretion and are stated for the purpose of comparing the proposals only. Should the quantities of any of the items be increased, the undersigned respondent shall furnish the additional articles at the unit prices set out herein, and should the quantities be decreased, payment will be made on the actual items accepted/received at such unit prices, and the undersigned respondent will make no claim for anticipated profits or additional compensation for any increase or decrease in the quantities. It should be understood that the district may purchase any number of items from the respondent at the unit prices proposed.

**NUTRITION SERVICES PRIME VENDOR
TECHNICAL SPECIFICATIONS**

13. Proof of Delivery/Shortage/Credits: Three copies of an itemized, priced delivery receipt must accompany each delivery. This receipt must clearly indicate the quantity, item description, unit price and extension of each item delivered. Two copies of such receipt are to be left at the delivery destination. The third copy of the receipt is to be signed as received by the receiving site and retained by contractor. If requested, a copy of the signed delivery receipt shall accompany invoicing. Three copies of any shortages, returns or credit slips must be provided at the time of delivery and distributed as stated above. The contractor shall be responsible for indicating shortages, back orders, delayed shipments, etc. on any documentation provided at time of delivery. Vendors are invited to propose their electronic invoice system if it has proven to work well for other customers of similar scope. The district may be interested in exploring this method; should it be found to be compatible with district procedures, it may be used in future contract years.
14. Quantity Discounts and Rebates: The contractor shall pass on all available cash discounts and rebates from manufacturers to the district caused by quantity purchasing. Evidence of such pass through rebates shall be retained for district review during on-site audits. (See Section III, Paragraph 30.) Entitlement commodity processed products may be provided on a fee for service system or a distributor rebate system as approved by Washington State OSPI Food and Nutrition Services.
15. Additional Rebates and Discounts: The successful vendor must pass along to the district any additional savings, rebates, bid allowances, or discounts that a manufacturer or supplier provides.
16. Product Warranty: Product must be warranted and fit for the purpose for which it is intended. If product quality is found to be inferior within a reasonable time after delivery, as defined by distributor and district, the distributor will replace the product or credit the district as defined in paragraph 14 above.
17. Payment will be made on receipt of ordered items in good condition and receipt of correct invoice. Invoices and/or credits may be corrected verbally if documented by the respondent and the district. The district reserves the right to correct invoices for payment based on contracted RFP prices and documented changes.
18. Certificates of Nutritional content or evidence of Child Nutrition (CN) Labeling Program approval and grading MUST BE SENT TO NUTRITION SERVICES DEPARTMENT PRIOR TO SHIPPING PRODUCT or (preferably) be available in an electronic online format. The purpose of this requirement is to ensure that meals served under the National School Lunch Program meet program requirements and provide a means for properly determining the contribution of these products toward meal pattern requirements.
19. All meat products must be produced and handled under the requirements of, and in facilities conforming to, all standards of the USDA Federal Meat and Poultry Inspection Program. All frozen meat products must be transported and delivered at a temperature not to exceed 0 degrees F to 10 degrees F. All products are subject to a temperature test before acceptance.

**NUTRITION SERVICES PRIME VENDOR
TECHNICAL SPECIFICATIONS**

20. All frozen food supplies must be packaged and delivered so that the product is frozen solid, has been maintained frozen at 0 degrees F or below, or not to exceed a variance of 10 degrees F. No damaged cases or packages or supplies that have started to thaw will be accepted. The respondent shall be held responsible for any shortages in packages of delivered products. All deliveries should be organized, for efficient, palletized deliveries. Unless specifically noted in an item specification, the number of units per package specified herein is not a firm requirement. Respondent may propose other packaging; however, the change cannot affect the case equivalent per handling charge as stated in the RFP document. Respondents shall clearly indicate the unit price and number of units per package on the RFP form. Retail packaging is not acceptable. Questions regarding alternative packaging should be directed to: Doug Wordell, Nutrition Services, 200 North Bernard, Spokane, WA 99201, (509) 354-7391.
21. All orders with shortages or discrepancies will be corrected by special delivery the day it is noticed. A specific representative shall be assigned to Spokane Public Schools to assure service quality. Please include this sales representative's resume with the RFP document submission.
22. Should any additional federal or governing agency regulations be imposed affecting the processing of meat or any other product, the district retains the option to amend specifications to conform to such regulations.
23. Packaging: Unless specifically noted in an item specification, the number of units per package specified herein is not a firm requirement. Respondents may propose other packaging. Respondents shall clearly indicate the unit price and number of units per package on the RFP form. All packaging and labeling shall conform to industry standards as required by the United States Department of Agriculture and the United States Food and Drug Administration. Ingredients of all products, name and location of all processing, and all code date information shall be furnished by successful respondent to the purchasing director upon request.
24. Warehouse Requirements: Storage conditions must be as recommended by the Refrigeration Research Foundation. The respondent shall provide warehouse facilities to insure the following:
 - Frozen Foods: 0 degrees F or below
 - Chilled Items: Normally 36 degrees F (32 degrees F to 48 degrees F, depending on item)
25. Delivery Vehicle Requirements: Delivery temperature of frozen and chilled foods shall be in accordance with the AFDOUS Code as recommended by the Food and Drug Administration (FDA). The respondent must have adequate delivery vehicles as follows:
 - Van trucks for delivery of dry groceries and refrigerated trucks for refrigerated items;
 - Dual compartment trucks for combined deliveries of dry or refrigerated groceries; or
 - Single compartment refrigerator trucks (0 degrees F) for separate or integrated deliveries of dry groceries and refrigerated items.
26. Governing Regulations: All preparation, handling, storage, and delivery of food products must comply with all district, city, county, state, and federal laws. Federal debarment and suspension forms are attached. These forms are an integral part of this RFP and must be completely filled in, signed and returned as part of the RFP documents in order to be considered as a qualified respondent.
27. Food Label Information: Prior to each school year the vendor shall supply to Nutrition Services a current copy of food product specification sheets and child nutrition labels as required by OSPI. Any change must be supplied within 30 days. All labels must be available online and/or in an electronic format.

**NUTRITION SERVICES PRIME VENDOR
TECHNICAL SPECIFICATIONS**

28. Hazard Analysis and Critical Control Points (HACCP) Report: O. Peter Snyder, Jr., Ph.D., Hospitality Institute of Technology and Management, in his report on "Implementing a HACCP Self-Control Program", stated the following: "Current surveillance data from CDC confirm that traditional inspection methods have not solved the food borne illness problem in the United States. Food borne illness is increasing. Raw food is more contaminated than ever before in U.S. history, and a new approach must be sought, one which is a PREVENTION approach. Hazard Analysis and Critical Control Points (HACCP) is a pre-operation prevention approach that allow food establishment owners, operators and government inspectors to focus on the public health risk items before operations start. Safe operating policies, procedures and standards are then implemented by the operator, in cooperation with the regulatory authority and enforced by the operator, so that the potential hazards are always controlled." In order to determine what progress manufacturers have made in implementing a HACCP program, the Nutrition Services Department requests that each vendor complete the attached form, listing each manufacturer and checking the box outlining current status; completed, being drafted, or no program. In the future, the district hopes to have a library of all completed programs. Attached to this RFP you will find a Manufacturer's Participation in a HACCP Program list to complete.
29. Audit Rights: The records and invoice prices of the respondent will be subject to an on-site audit by the district. All landed costs and invoice prices shall be copied and supplied to the district accounting department. The vendor shall be required to furnish copies of receiving documents and invoices upon which RFP prices are based. The vendor shall also furnish copies of rebates made available by the manufacturer to the respondent, which would not appear on the invoice. The audit may require repeated furnishing of invoice copies for particular items at various times during the year. The contractor shall be required to complete forms furnished by the district as part of the audit process. Contractor completion of the audit form and furnishing of invoice copies shall be done within 10 working days of receipt of request. The contractor shall furnish the district documents showing:
- Monthly volume by site of all RFP items
 - Year-to-date volume of all products purchased
 - Itemized all USDA commodity rebate products (if applicable)
 - Order guide of products
30. Usage Reports: The successful respondent shall supply periodic recaps of purchases by site, by area, by product, and by category as requested by Nutrition Services.
31. Standard of Quality: All products are in one of three groups. The first is distributor's choice. Any manufacturer's product that meets the description will be acceptable. The second category is private label. These products are further classified as first quality, second quality, or third quality. Manufacturer's name and code number must be included in the RFP for all private label items. These products must be "pre-qualified" by the district by means of sample cuttings and tasting. For those items not marked "Do not substitute", the district may choose to accept other product if deemed acceptable. Items bid with a manufacturer not listed must have samples delivered to the Nutrition Services Department, Spokane Public Schools, 200 North Bernard St., Spokane, WA 99201 for testing and evaluation prior to RFP award. Items bid that are not approved will not be accepted.

**NUTRITION SERVICES PRIME VENDOR
TECHNICAL SPECIFICATIONS**

32. Stock/Non-stock Items: Vendor needs to identify all products proposed that will not be stocked in the vendor's warehouse and indicate the estimated lead time required from the time the order is placed until it is delivered to the site.
33. Training: Distributor will provide training for all district managers on order, receiving, and any other procedures that will help ensure accurate deliveries and service. Product testing and cuttings will also be provided by the distributor.
34. Service: The district expects a high level of service, quality and responsiveness from the successful vendor. Technological, innovative marketing support is also expected.
35. "Buy American" Provision: Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Commodity or product is to be substantially produced and processed in the United States using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
36. Will Call Orders: Will call orders shall be made available to all sites. As a separate attachment to your response, please describe the logistics that will be utilized by your firm to be able to provide product to a district site or warehouse within 30 minutes transport time after notification of need via telephone or electronic notification.
37. INTERLOCAL ADDITIONAL PURCHASES: The successful bidder shall be willing to extend the pricing and availability of all items covered by this bid to other public agencies. RCW 39.34 allows cooperative purchasing between public agencies. Each bidder shall indicate on the bid form if they will honor other public agencies' orders in accordance with the contract terms and conditions in addition to orders from Spokane Public Schools. The District does not accept any responsibility for purchase orders issued by other public agencies, or the responsibility for payment of the purchase price for any other public agency. Spokane Public Schools accepts no responsibility for the performance of any purchasing contract by vendor. Declining to honor this term will NOT preclude your firm from award.
38. All quantities referenced in this solicitation are based on Spokane Public Schools historic ordering quantities only. Any additional manufacturer's rebate or quantity discounts received as a result of added interlocal participation volume will be passed onto Spokane Public Schools.
39. INVOICES: All invoices shall be sent to Accounts Payable, 200 North Bernard, Spokane, WA 99201 and shall include all costs associated with delivery. SPS shall provide payment within 30 receipt of an approved and acceptable invoice provided goods have been received by the District.

Firm Name _____

**NUTRITION SERVICES PRIME VENDOR
RFP DOCUMENTS**

Please complete forms attached.

As well as the pricing of the attached, the district is seeking proposals for the pricing of non-RFP items that will be purchased from time to time in addition to the items listed on this RFP. Quantity and actual product is not known at this time, consequently the fixed fee per case is the only pricing requested at this time.

Case Price	Fixed Fee Per Case
\$ 1.00 - \$ 10.00	\$ _____
\$ 10.01 - \$ 20.00	\$ _____
\$ 20.01 - \$ 30.00	\$ _____
\$ 30.01 - \$ 40.00	\$ _____
\$ 40.01 - \$ 50.00	\$ _____
\$ 50.01 - \$ 75.00	\$ _____
\$ 75.01 - \$100.00	\$ _____
\$100.01 - \$150.00	\$ _____
\$150.01 +	\$ _____

Alternate Site Produce Delivery Options: The district might select one or the other of these options. (See Section III, Paragraph 4)

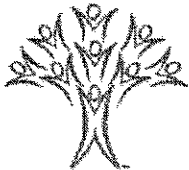
Delivery Fee	\$ _____
Fixed Fee	\$ _____

Please list payment terms and discount (if any) for quick payment: _____% _____ days, net _____ days

**NUTRITION SERVICES PRIME VENDOR
RFP DOCUMENTS**

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

RFPs are subject to all requirements furnished with this RFP document. By signing RFP, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that RFPs supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.



Spokane Public Schools
excellence for everyone

RETURN RFP TO:

Purchasing Office
2815 East Garland Ave.
Spokane, WA 99207

FIRM NAME: _____

ADDRESS: _____

PHONE NO. _____ FAX NO. _____

BY (Please Print): _____

TITLE: _____

EMAIL: _____

SIGNATURE: _____

Firm Name _____

**NUTRITION SERVICES PRIME VENDOR
RFP CHECK LIST**

The following items must be submitted with the RFP. Please check-off each item as completed and enclosed in the RFP response packet. Return this initialed sheet with your response:

1. ☐ An original copy of the correctly signed RFP document signature form (Section IV)
2. ☐ A copy of the addenda acknowledgment on the document signature form (Section IV)
3. ☐ A copy of the completed Critical Qualifying Factors (Attachment B)
4. ☐ A copy of the completed USDA Certification Regarding Debarment (Attachment D)
5. ☐ A copy of the completed Affirmative Action/Equal Opportunity Form (Attachment E)
6. ☐ A copy of the Representation Letter (Attachment F)
7. ☐ A copy of the Manufacturer's Participation in a HACCP Program list (Attachment G)
8. ☐ A complete copy of your product list
9. ☐ Completed CD-ROM or electronic thumb drive and paper copy of spreadsheet
10. ☐ A copy of the sales representative's resume.

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

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

**NUTRITION SERVICES PRIME VENDOR
MINIMUM QUALIFYING FACTORS**

- | | | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------|
| 1. | Vendor must bid on 95% of the items listed, alternates will be considered | Yes _____ | No _____ |
| 2. | Vendor will make weekly deliveries to Spokane School sites as indicated. In addition, vendor must be willing to deliver to all school sites as needed. | Yes _____ | No _____ |
| 3. | All products will be delivered in temperature appropriate trucks. (Trucks must have either refrigeration or freezer capability.) | Yes _____ | No _____ |
| 4. | Vendor will supply order forms and product guides to all listed sites periodically. (Not less than once per month.) | Yes _____ | No _____ |
| 5. | Deliveries must be broken down and set in temperature appropriate space. | Yes _____ | No _____ |
| 6. | Vendor shall train all kitchen managers on order and delivery procedures. (Please include a copy of all training materials available.) | Yes _____ | No _____ |
| 7. | Vendor shall supply periodic recaps of purchases by school, by product, by category as requested (not more than monthly). | Yes _____ | No _____ |
| 8. | Vendor has passed health and State of Washington warehouse inspections. | Yes _____ | No _____ |
| 9. | Vendor shall ensure ample equipment and staffing to fully comply with this contract. | Yes _____ | No _____ |
| 10. | Vendor agrees to comply with security measures (See Section III.9) | Yes _____ | No _____ |
| 11. | Vendor agrees to comply with the "Buy American" provision. (Section III.36) | Yes _____ | No _____ |
| 12. | Vendor shall provide any software for on-line ordering and training at no additional cost to the district. | Yes _____ | No _____ |
| 13. | On-line ordering capability exists. | Yes _____ | No _____ |
| 14. | Vendor is able to provide online and/or electronic CN information including labels and nutrition information | Yes _____ | No _____ |
| 14. | Listed on a separate sheet, your 5 largest accounts along with the name and phone number of a contact person for that account. | (Circle appropriate answer)
Attached? Yes No | |
| 15. | Provide the percentage of shortages during the most recent full calendar month for these 5 largest accounts listed. | Attached? Yes No | |
| 16. | Provide the percentage of mis-picks for the same period for those accounts listed above. | Attached? Yes No | |
| 17. | Provide annual gross sales amount for last full fiscal year. | Attached? Yes No | |
| 18. | Provide list of at least two Eastern Washington school district prime vendor account references listing district name, contact person and phone number. | Attached? Yes No | |
| 19. | Provide the name, qualification and resume of your firm's representative who will serve as the District's point of contact. | Attached? Yes No | |
| 20. | Provide a "will call" logistics plan for last minute product requirements. | Attached? Yes No | |
| 21. | Does your firm have the ability to receive and track delivered USDA commodity products utilizing a Net Off Invoice tracking system? | Yes _____ | No _____ |

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

RFP No. 17-1314
March 2014
Attachment C

Firm Name _____

**NUTRITION SERVICES PRIME VENDOR
PRIMARY DELIVERY LOCATIONS**

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

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

**NUTRITION SERVICES PRIME VENDOR
USDA CERTIFICATION REGARDING DEBARMENT**

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON PREVIOUS PAGE)

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

Organization Name

PR/Award Number or Project Name

Name and Title(s) of Authorized Representative

Signature(s)

Date

**NUTRITION SERVICES PRIME VENDOR
AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

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

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

Acknowledgment: The undersigned acknowledges that he/she has read and understands the foregoing.

Signature of Authorized Agent

Name of Firm

Date

**NUTRITION SERVICES PRIME VENDOR
REPRESENTATION LETTER**

In connection with your evaluation of the financial statements of our business as of and for the year ended _____, 20 ____, for the purpose of evaluation of our financial viability for purposes of qualifying for a RFP process for Spokane Public Schools, we confirm, to the best of our knowledge and belief, the following representations:

1. We are responsible for the fair presentation in the financial statements of financial position and results of operations of our company and its cash flows in conformity with generally accepted accounting principles.
2. There have been no:
 - a. Irregularities involving management or employees who have significant roles in the system of internal accounting control.
 - b. Irregularities involving other employees that could have a material effect on the financial statements.
 - c. Communications from regulatory agencies concerning noncompliance with or deficiencies in, financial reporting practices, grant provisions, laws and regulations that could have a material effect on the financial statements.
3. We have no plans or intentions that may materially affect the carrying value or classifications of assets, liabilities or owners' equity.
4. The following have been properly recorded or disclosed in the financial statements:
 - a. Joint ventures and related party transactions and related accounts receivable or payable, including revenues, expenses, loans, transfers, leasing arrangements and guarantees.
 - b. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements.
 - c. Agreements to repurchase assets previously sold.
5. There are no:
 - a. Violations or possible violations of contract provisions, laws and regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by Statement of Financial Standards No. 5.
6. There are no unasserted claims or assessments or violations of contract provisions, laws and regulations that our lawyer has advised us are probable of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No. 5.

**NUTRITION SERVICES PRIME VENDOR
REPRESENTATION LETTER (CONT.)**

7. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
8. The company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged, except as otherwise disclosed. (Please elaborate if the exception(s) are not otherwise self-evident.)
9. Provision, when material, has been made to reduce excess or obsolete inventories to their estimated net realizable value or for any material loss to be sustained as a result of purchase commitments for inventory quantities in excess of normal requirements or in excess of the prevailing market price.
10. We have complied with all aspects of laws, regulations and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
11. No events have occurred subsequent to the balance sheet date that would require adjustment to, or disclosure in, the financial statements, except as otherwise disclosed. (Please elaborate if exception(s) are not otherwise self-evident.)

Signed: _____

Name: _____
(Please Print)

Title: _____

Date: _____

Signed: _____

Name: _____
(Please Print)

Title: _____

Date: _____

THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT

RFP No. 17-1314
March 2014
Attachment G

Firm Name _____

**NUTRITION SERVICES PRIME VENDOR
MANUFACTURER'S PARTICIPATION IN A HACCP PROGRAM**

Please describe your Hazard Analysis Critical Control Point program and provide copies of materials and procedures that demonstrate your programs effectiveness.

If Distributor has a private company that inspects its warehouses, please list that company:

Firm _____
Address _____
Phone No. _____
Contact _____

THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT

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

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



February 12, 2014

ADDENDUM NO. 1

RFP No. 17-1314, NUTRITION SERVICES PRIME VENDOR

- Please change Section II, Page 3, Paragraph 17
17. **Affirmative Action Contract Compliance:** Vendors who desire to provide the district with supplies or services must comply with the requirements as set forth in the district's "Equal Employment Opportunity" statement as contained in the RFP documents. This form must be signed and returned as part of the proposal package in order to be considered as a qualified respondent.

To read:

17. **Equal Employment Opportunity Compliance:** Vendors who desire to provide the district with supplies or services must comply with the requirements as set forth in the district's "Equal Employment Opportunity" statement as contained in the RFP documents. This form must be signed and returned as part of the proposal package in order to be considered as a qualified respondent.

- Please change Section III, Page 5, Paragraph 28 (imbedded)

28. In order to determine what progress manufacturers have made in implementing a HACCP program, the Nutrition Services Department requests that each vendor complete the attached form, listing each manufacturer and checking the box outlining current status; completed, being drafted, or no program.....

To read:

28. In order to determine what progress manufacturers have made in implementing a HACCP program, the Nutrition Services Department requests that each vendor complete the attached form, listing each manufacturer and **stating their current status as being completed, drafted, or no program.....**

- Attachment A, Item 3, please remove:

Also add Evaluation Rubric

- Attachment E, Title, please change to read:

**NUTRITION SERVICES PRIME VENDOR
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

Please acknowledge receipt of Addendum No. 1 on RFP document. All addenda will become part of the contract award.

Thank you,

Pam Tatosky
Buyer

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

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



February 20, 2014

ADDENDUM NO. 2

RFP No. 17-1314, NUTRITION SERVICES PRIME VENDOR

→ Please delete Section II, Page 3, Paragraph 19

19. Performance Bond: The successful respondent shall, within ten (10) working days after receipt of written notification of award of the contract, provide Spokane School District No. 81 with a one hundred percent (100%) performance bond. The performance bond shall be furnished by a bonding company authorized to do business in the State of Washington and must be enforceable and collectible in the State of Washington

→ Please add Section II, Page 4, Paragraph 21

21. Vendor shall procure and maintain during the term of the contract, at Vendor's own expense, the following insurance:

General Liability Insurance on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the obligations provided under this lease.

A standard Automobile Liability insurance policy with a limit or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles.

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from Vendor or its insurer(s) to SPS. SPS shall be listed as an additional insured on Vendor's policy of general liability insurance for all activities or risks that may arise from the subject matter of this lease, and Vendor shall provide SPS with current Certificates of Insurance evidencing Vendor's compliance with this Paragraph.

Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to SPS acceptance.

Please acknowledge receipt of Addendum No. 2 on RFP document. All addenda will become part of the contract award.

Thank you,

Lisa Thompson
Buyer

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

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



March 5, 2014

ADDENDUM NO. 3

RFP No. 17-1314, NUTRITION SERVICES PRIME VENDOR

→ Please Change on Cover Sheet:

Proposals are due not later than 2:00:00 p.m. PDT, Friday, March 21, 2014

To Read:

Proposals are due not later than 2:00:00 p.m. PDT, Wednesday, April 2, 2014

→ Please Change Section III, Page 5, Paragraph 31

31. Standard of Quality: All products are in one of three groups. The first is distributor's choice. Any manufacturer's product that meets the description will be acceptable. The second category is private label. These products are further classified as first quality, second quality, or third quality. Manufacturer's name and code number must be included in the RFP for all private label items. These products must be "pre-qualified" by the district by means of sample cuttings and tasting. For those items not marked "Do not substitute", the district may choose to accept other product if deemed acceptable. Items bid with a manufacturer not listed must have samples delivered to the Nutrition Services Department, Spokane Public Schools, 200 North Bernard St., Spokane, WA 99201 for testing and evaluation prior to RFP award. Items bid that are not approved will not be accepted.

To Read:

31. Standard of Quality: All products are in one of three groups. The first is distributor's choice. Any manufacturer's product that meets the description will be acceptable. The second category is private label. These products are further classified as first quality, second quality, or third quality. Manufacturer's name and code number must be included in the RFP for all private label items. **Products in this category may require sample cuttings and tasting if proposal is deemed the low responsible and responsive bid. Approximately, two weeks notification will be given if samples are requested.** For those items not marked "Do not substitute", the district may choose to accept other product if deemed acceptable. Items bid with a manufacturer not listed must have samples delivered to the Nutrition Services Department, Spokane Public Schools, 200 North Bernard St., Spokane, WA 99201 for testing and evaluation prior to RFP award. Items bid that are not approved will not be accepted.

→ Please Change Section III, Page 6, Paragraph 32

32. Stock/Non-stock Items: Vendor needs to identify all products proposed that will not be stocked in the vendor's warehouse and indicate the estimated lead time required from the time the order is placed until it is delivered to the site.

To Read:

32. Stock/Non-stock Items: Vendor needs to note yes or no for all products proposed that will not be stocked in the vendor's warehouse and indicate the estimated lead time required from the time the order is placed until it is delivered to the site in the supplied column on the Vendor RFP Response Document.

→ Please Change Response Document:

Prime Vendor 2014 RFP Response

With:

Revised_Addendum3_Prime Vendor 2014 RFP Response

Please acknowledge receipt of Addendum No. 3 on RFP document. All addenda will become part of the contract award.

Thank you,

Lisa Thompson
Buyer

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

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



March 10, 2014

ADDENDUM NO. 4

RFP No. 17-1314, NUTRITION SERVICES PRIME VENDOR

→ Please change Section III, Page 1, Paragraph 1

1. Price Escalation and De-escalation: Spokane Public School District No. 81 encourages all vendors to quote prices on the basis that they will be increased or decreased as the market costs fluctuate. Changes in prices may not occur more than once in a four week period. Order guides (Product Catalogs) must contain current valid contract prices and be received at the kitchens prior to price increase. It is the expectation of the district that the fixed fee will not change during the contract period and any subsequent renewals, but that the manufacturer's cost may vary.

To read:

1. Price Escalation and De-escalation: Spokane Public School District No. 81 encourages all vendors to quote prices on the basis that they will be increased or decreased as the market costs fluctuate. Changes in prices may not occur more than once in a four week period. Order guides (Product Catalogs) must contain current valid contract prices and be received at the kitchens prior to price increase. It is the expectation of the district that the fixed fee will not change during the contract period and any subsequent renewals, but that the manufacturer's cost may vary. **Initial product pricing submitted on RFP spreadsheet will be as of March 18, 2014.**

Please acknowledge receipt of Addendum No. 4 on RFP document. All addenda will become part of the contract award.

Thank you,

Pam Tatosky
Buyer

MEMORANDUM



Spokane Public Schools
excellence for everyone

June 11, 2014

☐ Information Only

☐ Action Required By _____

☐ Due Back By _____

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

From: Kathy Ely
Director, Purchasing

Subject: RFP 17-1314, Nutrition Services Prime Vendor

RECOMMENDATION:

It is recommended that a contract be issued to Food Services of America, Inc., Spokane, WA, in the anticipated approximate amount of \$3,000,000, for food products and supplies purchased during the 2014-2015 fiscal year, per the terms and conditions of RFP No. 17-1314.

TABULATION:

	<u>FSA</u>	<u>URM</u>
Price (40 points)	39.2	40.0
Service (30 points)	26.0	23.3
Product Quality (30 points)	24.8	20.2
Business Stability (10 points)	<u>10.0</u>	<u>10.0</u>
Total Evaluation Points	100.0 ✓	93.5

✓ - Recommended Vendor

BACKGROUND:

This recommended contract provides food products and supplies in support of the nutrition services meal programs. The prime vendor system has allowed the nutrition services and warehouse teams to more effectively manage food and preparation/serving supplies, purchases, and distribution. By awarding to a single prime vendor the district receives just in time product, has the benefit of a more flexible procurement model with a wider variety of offerings, and a shorter lead time for specialty items. The district receives superior customer service by building a partnership with the prime vendor when compared to that received from a vendor who makes only a single drop ship delivery in the more traditional procurement approach. Product quality is at a higher level given the quick turn-around of goods. This is evidenced by the fact that breakfast counts have increased and lunch counts have remained stable even though student enrollment had originally been declining before leveling out.

The Prime Vendor solicitation was let out as a Request for Proposal so the district could consider factors other than simply pricing. As such, the four main criteria of evaluation were pricing (worth 40 points), service (30 points), product quality (30 points) and business stability (10 points). Pricing was based on the district's 250 most commonly ordered items using the previous year's data to arrive at estimated quantities for each item (for weighted evaluation purposes). Once the lower priced vendor was identified, they received all 40 points available for that criterion; the other vendor was given a percentage of points below 40 which reflected the same percentage their pricing was over the identified low total.

The next step was to determine each vendor's business stability and ability to provide the services required for a district of our size. Both firms have a long-standing, lucrative business in the Spokane area and provided stellar references. They were both awarded the full 10 points for this criterion.

The third step was to choose 20 items off the product pricing sheet and conduct a blind taste test of the most heavily ordered items in which the vendors identified brands that differed from one another. This test took place at Rogers High Schools on May 20 among a sampling of Nutrition Services staff and Administrative staff. All items were scored on appearance and taste. These evaluation totals were then added together and the percentage they came in below the maximum score possible was applied to the 30 product quality evaluation points.

The final step was a face to face interview with each firm. The companies were invited to make a brief 10-15 minute presentation telling us about their firm and what they have to offer our district. A panel of ten staff participants asked various service related questions of each vendor; both vendors were asked the same questions. The panel then scored each of their answers on a scale of 1 to 5, with 5 being highest. Again a percentage was calculated against total possible points and applied to the 30 service points available.

Food Services of America is being recommended for award as a result of staff analysis using the Proposal Evaluation Criteria. Each vendor was judged on their compliance with various non-optional critical qualifying factors identified in the RFP document. These factors, coupled with positive evaluation criteria scores, resulted in this vendor being recommended for award. Food Services of America has effectively served the district as the prime vendor for the past fifteen years. The term of this solicitation is September 1, 2014, through August 31, 2015, with four additional one-year renewal options available thereafter in accordance with the terms and conditions of the RFP. Prices are considered fair and reasonable. The expenditures from this RFP will come from the general fund.

EARLY BOARD REPORTS

Student Advisor to the Board

None.

CONSENT AGENDA

President Bierman asked for a motion to approve the Consent Agenda, including the Supplemental Reports.

Long Distance Travel Requests

North Central High School requested School Board approval for 22 students to travel to Grasshopper Valley, Montana, July 14 – 18, 2014 to collect samples for their continued study of Arctic Grayling. This research will add to the specimens the team has been gathering over the last five years.

Solicitation Awards

It was recommended the School Board approve a contract to be issued to Food Services of America, Inc. Spokane, WA, in the anticipated approximate amount of \$3,000,000 for food products and supplies purchased during the 2014-2015 fiscal year, per the terms and conditions of RFP No. 17-1314.

Audits

Warrant Register 1231 through 1234, General Fund	\$ 24,605,462.83
Warrant Register 734 through 736, Capital Fund	3,245,562.45
ASB Registers 1075 through 1077	150,898.52

Resignations/Retirements; Nominations; Leaves of Absence

CERTIFICATED RECOMMENDATIONS

Terminations/Resignations/Retirements

Bassett, Patricia – Garfield, Teacher, Orchestra (Grades 4-6) – Retire, 06/30/14
Brown, George – Lewis & Clark, Teacher, Math – Retire, 08/31/14
Foster, Kevin – Ferris, Principal, High School – Retire, 06/30/14
Franklin, Rebecca – Sacajawea, Teacher, Social Studies/History – Retire, 06/30/14
Hughes, Shannon – Holmes, Teacher, Grade 6 – Resign, 05/23/14
Latta, Diane – Grant, Speech Language Pathologist – Resign .2 of 1.0 FTE, 08/31/14

NON-EXPENSE - PRIOR NOTIFICATION

June 12-14, 2014 Dr. Irene Gonzales Board of Trustees Meeting and Commencement Olympia, WA

EXPENSE - POST NOTIFICATION

March 29, 2014 Cindy McMahon FRC Robotics Competition Ellensburg, WA
May 15-16, 2014 Tippy Robinson AVID College Tour Seattle, WA
May 20, 2014 Jayna Ashlock WSU Field Trip Pullman, WA
May 20, 2014 Kim Johnson WSU Field Trip Pullman, WA
May 20, 2014 Matt Johnson WSU Field Trip Pullman, WA
May 20, 2014 Paula Korus WSU Field Trip Pullman, WA
May 30, 2014 Jason Lesley Common Core, STEM and AYD Afterschool Pasco, WA
June 5-6, 2014 Michael Tsoumpas WAMOA Board Meeting Lake Chelan, WA

NON-EXPENSE - POST NOTIFICATION

May 29, 2014 Dr. Lorna Spear Children, Youth & Families Institute Seattle, WA
June 1-9, 2014 James Noble AP Reading Session Kansas City, MO
June 2-4, 2014 Katy Henry Alternative Assessment Review Panel Seattle, WA
June 2-4, 2014 Emma Noble Alternative Assessment Review Panel Seattle, WA
June 4-6, 2014 Tennille Jeffries-Simmons WSPA Board Retreat/Planning Meeting Leavenworth, WA
June 8-16, 2014 Donna Herold AP Reading Session Louisville, KY
June 9-11, 2014 Shannon Abernathy WaKIDS Training of Trainers Seattle, WA
June 9-11, 2014 Deborah Portner WaKIDS Training of Trainers Seattle, WA
June 10-11, 2014 Melany Sheikh GCDE Quarterly Meeting Olympia, WA

GRANT NON-EXPENSE - POST NOTIFICATION

June 7, 2014 Jeannette Vaughn District Charter Relations Workshop Seattle, WA

CANCELLATIONS


March 6-8, 2014 Jennifer Harmer State Basketball tournament Tacoma, WA
March 11, 2014 Steve Fisk Puget Sound ESD Meeting Renton, WA
March 12, 2014 Lori Wyborney Navigation 101 Workshop Renton, WA
March 23-25, 2014 Marty Robinette GEAR UP Pathways to Success Wenatchee, WA
April 16-18, 2014 Gwen Harris Charter School Visit San Diego, CA
May 9, 2014 Gay Boyer Seattle Aquarium & Zoo Visit Seattle, WA
June 11-13, 2014 Dr. Lorna Spear Committee of Practitioners Meeting Toppenish, WA

Motion: Director Douthitt moved to approve consent agenda items, including materials provided in late handout folders.

Second: Director Brower.

Comments: None.

Vote: Yes – 4; No – 0; Abstain – 0

 Approval of Consent agenda items

March 2014
RFP No. 17-1314
SECTION IV

Firm Name Food Services of America

**NUTRITION SERVICES PRIME VENDOR
RFP DOCUMENTS**

Please complete forms attached.

As well as the pricing of the attached, the district is seeking proposals for the pricing of non-RFP items that will be purchased from time to time in addition to the items listed on this RFP. Quantity and actual product is not known at this time, consequently the fixed fee per case is the only pricing requested at this time.

Case Price	Fixed Fee Per Case
\$ 1.00 - \$ 10.00	\$ <u>1.60</u>
\$ 10.01 - \$ 20.00	\$ <u>1.80</u>
\$ 20.01 - \$ 30.00	\$ <u>2.45</u>
\$ 30.01 - \$ 40.00	\$ <u>2.95</u>
\$ 40.01 - \$ 50.00	\$ <u>4.79</u>
\$ 50.01 - \$ 75.00	\$ <u>4.79</u>
\$ 75.01 - \$100.00	\$ <u>5.25</u>
\$100.01 - \$150.00	\$ <u>5.25</u>
\$150.01 +	\$ <u>5.25</u>

Alternate Site Produce Delivery Options: The district might select one or the other of these options. (See Section III, Paragraph 4)

Delivery Fee	\$ <u>None</u>
Fixed Fee	\$ <u>Same as Above</u>

Please list payment terms and discount (if any) for quick payment: .5 % 7 days, net 14 days

Mesher Kowatch
Bid/Education Specialist
Food Services of America

RFP No. 17-1314
SECTION IV
Page 2

**NUTRITION SERVICES PRIME VENDOR
RFP DOCUMENTS**

Receipt of Addendum numbered 1, 2, 3, 4 is hereby acknowledged.
(fill in number of each addenda received)

RFPs are subject to all requirements furnished with this RFP document. By signing RFP, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that RFPs supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.



RETURN RFP TO:

Purchasing Office
2815 East Garland Ave.
Spokane, WA 99207

FIRM NAME: Food Services of America
ADDRESS: 3520 E. Francis - PO Box 6248
Spokane, WA 99217
PHONE NO. 509-483-7716 FAX NO. 509-483-5381
BY (Please Print): Meshia Kroetch
TITLE: Education Bid Specialist
EMAIL: Meshia_Kroetch@fsafood.com
SIGNATURE: Meshia Kroetch

RFP No. 17-1314
March 2014
Attachment A

Firm Name Food Services of America

**NUTRITION SERVICES PRIME VENDOR
RFP CHECK LIST**

The following items must be submitted with the RFP. Please check-off each item as completed and enclosed in the RFP response packet. Return this initialed sheet with your response:

1. ☒ An original copy of the correctly signed RFP document signature form (Section IV)
2. ☒ A copy of the addenda acknowledgment on the document signature form (Section IV)
3. ☒ A copy of the completed Critical Qualifying Factors (Attachment B) Also add Evaluation Rubric
4. ☒ A copy of the completed USDA Certification Regarding Debarment (Attachment E)
5. ☒ A copy of the completed Affirmative Action/Equal Opportunity Form (Attachment F)
6. ☒ A copy of the Representation Letter (Attachment G)
7. ☒ A copy of the Manufacturer's Participation in a HACCP Program list (Attachment H)
8. ☒ A complete copy of your product list
9. ☒ Completed CD-ROM or electronic thumb drive and paper copy of spreadsheet
10. ☒ A copy of the sales representative's resume.

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

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

RFP No. 17-1314
March 2014
Attachment B

Firm Name Food Services of America

**NUTRITION SERVICES PRIME VENDOR
MINIMUM QUALIFYING FACTORS**

- | | | | |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------|
| 1. | Vendor must bid on 95% of the items listed, alternates will be considered | Yes <u>X</u> | No <u> </u> |
| 2. | Vendor will make weekly deliveries to Spokane School sites as indicated. In addition, vendor must be willing to deliver to all school sites as needed. | Yes <u>X</u> | No <u> </u> |
| 3. | All products will be delivered in temperature appropriate trucks. (Trucks must have either refrigeration or freezer capability.) | Yes <u>X</u> | No <u> </u> |
| 4. | Vendor will supply order forms and product guides to all listed sites periodically. (Not less than once per month.) | Yes <u>X</u> | No <u> </u> |
| 5. | Deliveries must be broken down and set in temperature appropriate space. | Yes <u>X</u> | No <u> </u> |
| 6. | Vendor shall train all kitchen managers on order and delivery procedures. (Please include a copy of all training materials available.) | Yes <u>X</u> | No <u> </u> |
| 7. | Vendor shall supply periodic recaps of purchases by school, by product, by category as requested (not more than monthly). | Yes <u>X</u> | No <u> </u> |
| 8. | Vendor has passed health and State of Washington warehouse inspections. | Yes <u>X</u> | No <u> </u> |
| 9. | Vendor shall ensure ample equipment and staffing to fully comply with this contract. | Yes <u>X</u> | No <u> </u> |
| 10. | Vendor agrees to comply with security measures (See Section III.9) | Yes <u>X</u> | No <u> </u> |
| 11. | Vendor agrees to comply with the "Buy American" provision. (Section III.36) | Yes <u>X</u> | No <u> </u> |
| 12. | Vendor shall provide any software for on-line ordering and training at no additional cost to the district. | Yes <u>X</u> | No <u> </u> |
| 13. | On-line ordering capability exists. | Yes <u>X</u> | No <u> </u> |
| 14. | Vendor is able to provide online and/or electronic CN information including labels and nutrition information | Yes <u>X</u> | No <u> </u> |
| (Circle appropriate answer) | | | |
| 14. | Listed on a separate sheet, your 5 largest accounts along with the name and phone number of a contact person for that account. | Attached? <u>(Yes)</u> | No <u> </u> |
| 15. | Provide the percentage of shortages during the most recent full calendar month for these 5 largest accounts listed. | Attached? <u>(Yes)</u> | No <u> </u> |
| 16. | Provide the percentage of mis-picks for the same period for those accounts listed above. | Attached? <u>(Yes)</u> | No <u> </u> |
| 17. | Provide annual gross sales amount for last full fiscal year. | Attached? <u>(Yes)</u> | No <u> </u> |
| 18. | Provide list of at least two Eastern Washington school district prime vendor account references listing district name, contact person and phone number. | Attached? <u>(Yes)</u> | No <u> </u> |
| 19. | Provide the name, qualification and resume of your firm's representative who will serve as the District's point of contact. | Attached? <u>(Yes)</u> | No <u> </u> |
| 20. | Provide a "will call" logistics plan for last minute product requirements. | Attached? <u>(Yes)</u> | No <u> </u> |
| 21. | Does your firm have the ability to receive and track delivered USDA commodity products utilizing a Net Off Invoice tracking system? | Yes <u>X</u> | No <u> </u> |

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

Moshia Korseeth

RFP No. 17-1314
March 2014
Attachment D

Firm Name Food Services of America

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON PREVIOUS PAGE)

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

Food Services of America
Organization Name

Prime Vendor RFP No. 17-1314
PR/Award Number or Project Name

Meshia Kroetch - Education Bid Specialist
Name and Title(s) of Authorized Representative

Meshia Kroetch
Signature(s)

March 25, 2014
Date

RFP No. 17-1314
March 2014
Attachment E

Firm Name Food Services of America

**NUTRITION SERVICES PRIME VENDOR
AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

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

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

Acknowledgment: The undersigned acknowledges that he/she has read and understands the foregoing.

Clifford L. Hays
Signature of Authorized Agent

Food Services of America
Name of Firm

3-18-14
Date

RFP No. 17-1314
March 2014
Attachment F

Firm Name Food Services of America

NUTRITION SERVICES PRIME VENDOR REPRESENTATION LETTER

In connection with your evaluation of the financial statements of our business as of and for the year ended March 25, 20 14, for the purpose of evaluation of our financial viability for purposes of qualifying for a RFP process for Spokane Public Schools, we confirm, to the best of our knowledge and belief, the following representations:

1. We are responsible for the fair presentation in the financial statements of financial position and results of operations of our company and its cash flows in conformity with generally accepted accounting principles.
2. There have been no:
 - a. Irregularities involving management or employees who have significant roles in the system of internal accounting control.
 - b. Irregularities involving other employees that could have a material effect on the financial statements.
 - c. Communications from regulatory agencies concerning noncompliance with or deficiencies in, financial reporting practices, grant provisions, laws and regulations that could have a material effect on the financial statements.
3. We have no plans or intentions that may materially affect the carrying value or classifications of assets, liabilities or owners' equity.
4. The following have been properly recorded or disclosed in the financial statements:
 - a. Joint ventures and related party transactions and related accounts receivable or payable, including revenues, expenses, loans, transfers, leasing arrangements and guarantees.
 - b. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements.
 - c. Agreements to repurchase assets previously sold.
5. There are no:
 - a. Violations or possible violations of contract provisions, laws and regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by Statement of Financial Standards No. 5.
6. There are no unasserted claims or assessments or violations of contract provisions, laws and regulations that our lawyer has advised us are probable of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No. 5.

RFP No. 17-1314
March 2014
Attachment F

Firm Name Food Services of America

**NUTRITION SERVICES PRIME VENDOR
REPRESENTATION LETTER (CONT.)**

7. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
8. The company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged, except as otherwise disclosed. (Please elaborate if the exception(s) are not otherwise self-evident.)
9. Provision, when material, has been made to reduce excess or obsolete inventories to their estimated net realizable value or for any material loss to be sustained as a result of purchase commitments for inventory quantities in excess of normal requirements or in excess of the prevailing market price.
10. We have complied with all aspects of laws, regulations and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
11. No events have occurred subsequent to the balance sheet date that would require adjustment to, or disclosure in, the financial statements, except as otherwise disclosed. (Please elaborate if exception(s) are not otherwise self-evident.)

Signed:

Meshia Kroetch

Name:

Meshia Kroetch
(Please Print)

Title:

Education Bid Specialist

Date:

March 25, 2014

Signed:

Cliff Hoyer Dr.

Name:

Cliff Hoyer
(Please Print)

Title:

President FSA Spokane

Date:

March 25, 2014

THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT

RFP No. 17-1314
March 2014
Attachment G

Firm Name Food Services of America

**NUTRITION SERVICES PRIME VENDOR
MANUFACTURER'S PARTICIPATION IN A HACCP PROGRAM**

Please describe your Hazard Analysis Critical Control Point program and provide copies of materials and procedures that demonstrate your programs effectiveness.

Food Services of America has an extensive HACCP plan in place. (HACCP plan included)

Also please see Audit report from Siliker Inc.

Also included are HACCP plans for each participating manufacture.

If Distributor has a private company that inspects its warehouses, please list that company:

Firm	<u>Silliker Inc.</u>
Address	<u>111 E. Wacker Dr. Suite 2300. Chicago IL 60601</u>
Phone No.	<u>312-729-1320</u>
Contact	<u>Randy Minck</u>

THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT

mk



ATTACHMENT B for RFP No. 17-1314

**NUTRITION SERVICES PRIME VENDOR
MINIMUM QUALIFYING FACTORS**

Line 14. 5 Largest Accounts:

Reference: Washington State University
Pullman, WA
Contact: Gary Coyle – Director of Dining Services
Phone: 509-335-7039

Reference: Eastern Washington University
Cheney, WA
Contact: Ken Ripley
Phone: 509-359-2885

Reference: Zip's
Contact: Curt Griffin
Phone: 509-235-8405

Reference: Davenport Hotel Collection
Contact: Greg Werry
Phone: 509-789-6820

Reference: Hagadone Hospitality
Contact: Rod Jessick Executive Chief
Phone: 208-765-4000



*FOOD SERVICES
OF AMERICA*

RFP No. 17-1314
March 2014 Attachment B

**NUTRITION SERVICES PRIME VENDOR
MINIMUM QUALIFYING FACTORS**

- Line 15. WSU – Fill rate is 99.31% - percentage of shortages 0.69%**
EWU – Fill rate is 98.87% - percentage of shortages 0.98%
Zip's – Fill rate is 99.55% - percentage of shortages 0%
Davenport Hotel Collection – Fill rate is 98.63% - percentage of shortages 0.41%
Hagadone Hospitality – Fill rate is 98.91% - percentage of shortages 1.09%
- Line 16. WSU – percentage of mis-picks was 0% for time frame**
EWU – percentage of mis-picks was 0.15% for time frame
Zip's – percentage of mis-picks was 0.45% for time frame
Davenport Hotel Collection – percentage of mis-picks was 0.96% for time frame
Hagadone Hospitality – percentage of mis-picks was 0% for time frame



*FOOD SERVICES
OF AMERICA.*

RFP No. 17-1314
March 2014 Attachment B

**NUTRITION SERVICES PRIME VENDOR
MINIMUM QUALIFYING FACTORS**

- Line 17.** Annual Gross Sales for 2013 the FSA Spokane Branch was \$256,000,000.00 As a company total for FSA overall the gross annual sales for 2013 were in excess of \$2 billion dollars..
- Line 18.** Mead School District
Contact: Kim Elkins
Phone: 509-465-7670
- Pasco School District
Contact: Mary Nowak
Phone: 509-546-2836
- Central Valley
Contact: Denice Kwate
Phone: 509-228-5414
- Line 19.** Qualification and Resume of firms Representative: See attached
- Line 20.** Will Call logistics Plan: See attached

MESHIA KROETCH

3520 EAST FRANCIS AVENUE.
SPOKANE, WASHINGTON 99217-0948
(509) 483-7716

Among my strengths are exceptional organizational skills, and in particular excellent communications, food safety, problem solving and computer skills. I am able to project a positive and professional company image, and develop excellent working relationships with our customers and personalize team working partnership to obtain business success for all.
I pride myself on customer trust.

EXPERIENCE HIGHLIGHTS

1999 - Present **FOOD SERVICES OF AMERICA. Spokane, WA**

EDUCATION SPECLIST – BID MANAGER

As the Education Specialist I work closely with all the major school districts and Local Universities in our branch covering a 275 mile radius; communicating and implementing Bids and contracts, providing recommendation on produce, new food trends and food safety. I conduct business reviews and consult on budgets, food safety and nutrition. I train schools on how to use the Net Off Invoicing Systems to use their commodity items while saving space and money by purchasing the items as they need it. I'm up to date on FDA food codes and child nutrition. I attend continued education seminars and keep up with new regulations mandated in each state we service. I am a member of and attend the NACUF, SNA and WSNA and ServSafe conferences annually. I was asked to be the industry representative for the Washington School Nutrition Association in which I very proudly participate.

I am Serve Safe Certified and I am a Certified Proctor / Instructor for the National Restaurant Association Serve Safe Program. I teach over 10 classes a year in our service area and for other branches within our corporation.

1997 - 1999

Boston Market Restaurant, Coeur D' Alena, ID

Opening Manager

As manager of the Boston Market in Coeur D'Alene store, my responsibilities were to prep all food lines for opening, schedule employees, place food orders, prepare bank deposit and support my team members during their shifts; help manage food cost and increase sales. I also was responsible for monthly employee training on food safety and handling techniques.



*FOOD SERVICES
OF AMERICA®*

Line 20.

Wills calls are available at Food Services of America Spokane at 3520 E. Francis Ave. Spokane WA. Monday's through Friday's from 7:30 am to 5:00 pm, Saturday 7:00am to 3:30pm, and Sunday's 8:00am to 2:00pm.

To place a will call order call Meshia Kroetch, Cathe Bushnell or Carmen Steele at 509-483-4747 Monday through Friday or call Meshia Kroetch at 208-659-0730 Saturday or Sunday's or after hours.

Once the will call order has been placed the product may be picked up within 20 to 30 minutes.

If product is to be delivered by FSA Spokane it will be delivered in a refrigerated Van so that the cold chain is not broken.

March 2014
RFP No. 17-1314
SECTION IV

Firm Name URM Food Service

**NUTRITION SERVICES PRIME VENDOR
RFP DOCUMENTS**

Please complete forms attached.

As well as the pricing of the attached, the district is seeking proposals for the pricing of non-RFP items that will be purchased from time to time in addition to the items listed on this RFP. Quantity and actual product is not known at this time, consequently the fixed fee per case is the only pricing requested at this time.

Case Price	Fixed Fee Per Case
\$ 1.00 - \$ 10.00	\$ <u>1.28</u>
\$ 10.01 - \$ 20.00	\$ <u>1.52</u>
\$ 20.01 - \$ 30.00	\$ <u>2.45</u>
\$ 30.01 - \$ 40.00	\$ <u>2.65</u>
\$ 40.01 - \$ 50.00	\$ <u>4.55</u>
\$ 50.01 - \$ 75.00	\$ <u>4.55</u>
\$ 75.01 - \$100.00	\$ <u>5.11</u>
\$100.01 - \$150.00	\$ <u>6.31</u>
\$150.01 +	\$ <u>6.31</u>

Alternate Site Produce Delivery Options: The district might select one or the other of these options. (See Section III, Paragraph 4)

Delivery Fee

\$ None

Fixed Fee

\$ Same As Above

Please list payment terms and discount (if any) for quick payment: 0 % 0 days, net 0 days

Jeresa Hichman
Bid Coordinator
URM Food Service

**NUTRITION SERVICES PRIME VENDOR
RFP DOCUMENTS**

Receipt of Addendum numbered 4 is hereby acknowledged.
(fill in number of each addenda received)

RFPs are subject to all requirements furnished with this RFP document. By signing RFP, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that RFPs supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.



Spokane Public Schools
excellence for everyone

RETURN RFP TO:

Purchasing Office
2815 East Garland Ave.
Spokane, WA 99207

FIRM NAME:	URM Food Service
ADDRESS:	7511 N Freya Spokane WA 99217
PHONE NO.	417-2764
FAX NO.	418-1302
BY (Please Print):	Teresa Wichman
TITLE:	Bid Coordinator
EMAIL:	twichman@urmfoodservice.com
SIGNATURE:	Teresa Wichman

RFP No. 17-1314
March 2014
Attachment A

Firm Name URM Food Service

**NUTRITION SERVICES PRIME VENDOR
RFP CHECK LIST**

The following items must be submitted with the RFP. Please check-off each item as completed and enclosed in the RFP response packet. Return this initialed sheet with your response:

1. ☒ An original copy of the correctly signed RFP document signature form (Section IV)
2. ☒ A copy of the addenda acknowledgment on the document signature form (Section IV)
3. ☒ A copy of the completed Critical Qualifying Factors (Attachment B)
4. ☒ A copy of the completed USDA Certification Regarding Debarment (Attachment D)
5. ☒ A copy of the completed Affirmative Action/Equal Opportunity Form (Attachment E)
6. ☒ A copy of the Representation Letter (Attachment F)
7. ☒ A copy of the Manufacturer's Participation in a HACCP Program list (Attachment G)
8. ☒ A complete copy of your product list
9. ☒ Completed CD-ROM or electronic thumb drive and paper copy of spreadsheet
10. ☒ A copy of the sales representative's resume.

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

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

RFP No. 17-1314
March 2014
Attachment B

Firm Name

LRM Food Service

**NUTRITION SERVICES PRIME VENDOR
MINIMUM QUALIFYING FACTORS**

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------|
| 1. Vendor must bid on 95% of the items listed, alternates will be considered | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. Vendor will make weekly deliveries to Spokane School sites as indicated. In addition, vendor must be willing to deliver to all school sites as needed. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. All products will be delivered in temperature appropriate trucks. (Trucks must have either refrigeration or freezer capability.) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Vendor will supply order forms and product guides to all listed sites periodically. (Not less than once per month.) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 5. Deliveries must be broken down and set in temperature appropriate space. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 6. Vendor shall train all kitchen managers on order and delivery procedures. (Please include a copy of all training materials available.) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 7. Vendor shall supply periodic recaps of purchases by school, by product, by category as requested (not more than monthly). | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 8. Vendor has passed health and State of Washington warehouse inspections. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 9. Vendor shall ensure ample equipment and staffing to fully comply with this contract. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 10. Vendor agrees to comply with security measures (See Section III.9) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 11. Vendor agrees to comply with the "Buy American" provision. (Section III.36) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 12. Vendor shall provide any software for on-line ordering and training at no additional cost to the district. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 13. On-line ordering capability exists. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 14. Vendor is able to provide online and/or electronic CN information including labels and nutrition information | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (Circle appropriate answer) | | |
| 14. Listed on a separate sheet, your 5 largest accounts along with the name and phone number of a contact person for that account. | Attached? <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 15. Provide the percentage of shortages during the most recent full calendar month for these 5 largest accounts listed. | Attached? <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 16. Provide the percentage of mis-picks for the same period for those accounts listed above. | Attached? <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 17. Provide annual gross sales amount for last full fiscal year. | Attached? <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 18. Provide list of at least two Eastern Washington school district prime vendor account references listing district name, contact person and phone number. | Attached? <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 19. Provide the name, qualification and resume of your firm's representative who will serve as the District's point of contact. | Attached? <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 20. Provide a "will call" logistics plan for last minute product requirements. | Attached? <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 21. Does your firm have the ability to receive and track delivered USDA commodity products utilizing a Net Off Invoice tracking system? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

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

Teresa Hickman



ATTACHMENT B

#6 Vendor shall train all kitchen managers on order and delivery procedures.

TRAINING PROVIDED BY URM FOODSERVICE TECHNOLOGY

1. Receive personalized, hands-on training using URM's latest version of Windows-based PowerNet or PowerSell for product ordering, inventory management, and recipe creation/management. Software installation on each site's computer with basic training will take approximately 1.5 hours. Additional training can be done in person or in classroom-style groups at your convenience. Not only will staff at each site be able to order product at any time of day, they will be able to:
 - Import URM inventory items, develop recipes, then analyze them down to the ingredient level with Recipe Manager;
 - Track URM purchases and streamline inventory processes (item quantities with current prices are imported into Inventory Manager and items purchased from other sources can be added manually);
 - Analyze item impacts on menu profitability;
 - Create multiple order guides (for rotating menus and ASB/DECA/vending accounts);
 - View expanded second line descriptions of items with documentation and photographs of products;
 - Help kitchen staff develop inventory management skills and best practices;
 - Compare actual to theoretical cost of goods;
 - Use PowerNet or PowerSell to reduce inventory dollars;
 - Reduce loss and potential theft with Inventory Input;
 - Compute accurate food costs;
 - Order product quickly and accurately; and
 - Update inventory and recipe pricing daily.
2. Practice anytime with a classroom-style training version of PowerNet or PowerSell.
3. Access the regularly-updated *Operator's Edge*, an online newsletter, via login on URM's website, which provides information on topics such as safety and sanitation, nutrition with



flavor, how to avoid common health inspection violations, team building, and healthy grab and go options.

4. Access the *Menu Management* website, via login on URM's website; which contains a wealth of information from dozens of articles and videos on best practices for receiving food deliveries, food terminology, prep tips, portioning, calculating food costs, fruit and veggie requirements, cooking with less fat and salt, and food safety record keeping. A second part of the site contains multiple charts for you to print and post in your kitchen from OSHA rules, proper hand washing, food warming and cooling times and temperatures, and meat and poultry safety. The third part of the site allows for you to generate pre-existing recipes, building with parameters like ethnicity, menu section, part of day, and food brand.
5. Access several free webinars throughout the year. You will be sent links to join via email, which you can watch at your convenience. Past topics have included overviews on USDA Regulations Impacting K12 School Meals, Smart Snacks in Schools (competitive food rules), Navigating the Waves of School Meal Regulations (evolving rules around reimbursable school meals, salt restrictions, and graining up menus), Finding Success with Interim Rules for Competitive Foods (a la carte and vending makeovers, at-risk school revenues, what's in and what's out), Foodservice 101, K12 Regulations, and Building a Regulation-Ready School Breakfast (meal standards, and grain and meat/meat alternative requirements).
6. Should kitchen staff have any technical or product questions, support is always available via phone or email throughout the week.



ATTACHMENT B

#6 Vendor shall train all kitchen managers on order and delivery procedures.

TRAINING PROVIDED BY URM FOODSERVICE

CHEMICAL & SANITATION TRAINING

1. Upon request, URM's in-house Chemical Department will gladly evaluate each Spokane School site's current chemical program and procedures for effectiveness and make appropriate suggestions for best-use practices. This evaluation would consist of checking levels of sanitizers, showing kitchen staff how to test for appropriate levels of chlorine or quaternary sanitizers, demonstrating applications of specific chemicals, and educating staff on material safety data sheets (MSDS) in order to meet or exceed health department requirements. Additionally, for those sites using URM's chemical program and products, the Chemical Department is available for repairs to commercial dishmachines and chemical dispensing equipment should an emergency arise.
2. Should the School District sites elect to purchase chemicals from URM, the Chemical Department will routinely service the commercial dishmachines for proper temperatures, product concentrations, and dispensing actions at no additional cost.



ATTACHMENT B

#14 List on a separate sheet, your 5 largest accounts along with the name and phone number of a contact person for each account.

1. Rosauers Supermarkets
Contact: Jeff Phillips
CEO and President
509-326-8900
2. Glacier Wholesalers
Contact: Tim Arlint
Owner and President
509-752-4479
3. Tomato Street
Contact: Dean Haynes
Owner and Operating Partner
509-484-4500
4. Silverwood Theme Park
Contact: Chris Wyatt
CFO
208-683-3400
5. Cyrus O'Leary's Pies
Contact: Barclay Klingel
Owner and CEO
509-624-5000



ATTACHMENT B

#15 Provide the percentage of shortages during the most recent full calendar month for these 5 largest accounts listed.

1. Rosauers Supermarkets (21 stores) – 2%
2. Glacier Wholesalers – 2%
3. Tomato Street – 1%
4. Silverwood Theme Park – 0%
5. Cyrus O'Leary's Pies – 0%

#16 Provide the percentage of mis-picks for the same period for those accounts listed above.

1. Rosauers Supermarkets (21 stores) – 1%
2. Glacier Wholesalers – 0%
3. Tomato Street – 1%
4. Silverwood Theme Park – 0%
5. Cyrus O'Leary's Pies – 0%



ATTACHMENT B

#17 Provide annual gross sales amount for last full fiscal year.

URM was founded in 1921 by a group of retail grocers as a wholesale cooperative, and in 1976, the Foodservice Division was created as a new branch, which services thousands of accounts comprised of independent restaurants and regional chains, schools and higher learning institutions, hotels, healthcare and rehabilitation facilities, military bases, correctional facilities, casinos, and convenience stores in four states.

Today, URM is the sixth largest privately-owned company in the Pacific Northwest, employing 2,616 people, with **\$1,008,123,533** in gross sales for the last full fiscal year. Within URM's corporate umbrella, several divisions exist: A member-owned co-op comprised of hundreds of grocery stores; six Cash & Carry stores, which provide customers, small stores, restaurants, and the public with a full selection of grocery, food service, frozen, and perishable products seven days per week; URM Insurance Agency, which provides affordable property and casualty insurance tailored to the grocery industry; Peirone Produce Company, housed in a 75,000 square foot state-of-the-art warehouse, which supplies the freshest produce in the market and the largest selection of organics west of the Rockies; and all of the Rosauers Supermarkets, which also operate under the Huckleberry's Natural Markets and Super 1 Foods identities.



ATTACHMENT B

#18 Provide a list of at least two Eastern Washington school district prime vendor account references, listing district name, contact person, and phone number.

Since an interlocal agreement for the prime vendor of the majority of schools in Eastern Washington exists with a company other than URM, our references do include two Eastern Washington schools where we are the prime vendor, and two references for locations where we supply a significant amount of product (Othello School District #147 and Washington State University). We also have included references from the Coeur d'Alene School District #271 (where we are the prime vendor for all food, dry, perishable, and frozen goods) and the Kellogg School District #391. (Letters of reference in order listed below follow this page.)

1. Columbia School District #206
Rod Pankey, Business Manager
509-722-3311
2. Reardan-Edwall School District #9
Therese Witter, Food Services Director
509-796-2511
3. Othello School District #147
Janette Root, Director of Dining Services
509-488-3351
4. Washington State University
Gary Coyle, Director of Dining Services
509-335-7039
5. Coeur d'Alene School District #271
Ed Ducar, Director of Nutrition Services
208-667-7469
6. Kellogg School District #391
Arlene Hendrix, Food Services Director
208-784-1348



ATTACHMENT B

#19 Provide the name, qualifications, and resume of your firm's representative who will serve as the District's point of contact.

TERESA WICHMAN

7511 N. Freya
Spokane, WA 99217
509-467-2764

twichman@urmfoodservice.com

PROFESSIONAL EXPERIENCE:

- For the past 25 years at URM, I have learned several aspects of both food service and retail, working in the Customer Service, Sales, Credit, and Fresh Meat Departments. But, in 2008, I discovered my passion as URM's Bid Coordinator. I enjoy interacting regularly with multiple Nutrition Services Managers and their staff in both Washington and Idaho, to provide information, recommendations, and guidance on a wide variety of topics such as: current Child Nutrition, USDA, and FDA guidelines; manufacturer rebates and discounts; new food products and trends for breakfast, lunch, and a la carte meals; and our regularly rotating availability of fruits and vegetables. I also organize the annual School and Healthcare Show, which provides our customers a hands-on look and taste of existing and new products, direct contact with the brokers, and the ability to have nutrition questions answered.
- I build and capitalize on my relationships with buyers, manufacturer representatives, and brokers during the bid and contract negotiation processes to ensure our schools receive the best possible pricing, and are able to take advantage of available discounts throughout the year.
- As a member of both the Washington State Nutrition Association (WSNA) and Idaho School Nutrition Association (ISNA), I have attended classes and conferences to train in government contracting. Additionally, I participate in topical webinars offered by UniPro, most recently on the new K-12 federal requirements.

RFP No. 17-1314
March 2014
Attachment D

Firm Name

URM Food Service

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON PREVIOUS PAGE)

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

URM Food Service
Organization Name

Prime Vendor Bid
No. 17-1314
PR/Award Number or Project Name

Teresa Wichman Bid Coordinator
Name and Title(s) of Authorized Representative

Teresa Wichman
Signature(s)

3-28-14
Date

RFP No. 17-1314
March 2014
Attachment E

Firm Name URM Food Service

**NUTRITION SERVICES PRIME VENDOR
AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

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

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

Acknowledgment: The undersigned acknowledges that he/she has read and understands the foregoing.

Jeresa Hickman
Signature of Authorized Agent

URM Food Service
Name of Firm

3-28-14
Date

RFP No. 17-1314
March 2014
Attachment F

Firm Name

URM Food Service

**NUTRITION SERVICES PRIME VENDOR
REPRESENTATION LETTER**

In connection with your evaluation of the financial statements of our business as of and for the year ended August 3, 2013, for the purpose of evaluation of our financial viability for purposes of qualifying for a RFP process for Spokane Public Schools, we confirm, to the best of our knowledge and belief, the following representations:

1. We are responsible for the fair presentation in the financial statements of financial position and results of operations of our company and its cash flows in conformity with generally accepted accounting principles.
2. There have been no:
 - a. Irregularities involving management or employees who have significant roles in the system of internal accounting control.
 - b. Irregularities involving other employees that could have a material effect on the financial statements.
 - c. Communications from regulatory agencies concerning noncompliance with or deficiencies in, financial reporting practices, grant provisions, laws and regulations that could have a material effect on the financial statements.
3. We have no plans or intentions that may materially affect the carrying value or classifications of assets, liabilities or owners' equity.
4. The following have been properly recorded or disclosed in the financial statements:
 - a. Joint ventures and related party transactions and related accounts receivable or payable, including revenues, expenses, loans, transfers, leasing arrangements and guarantees.
 - b. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements.
 - c. Agreements to repurchase assets previously sold.
5. There are no:
 - a. Violations or possible violations of contract provisions, laws and regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by Statement of Financial Standards No. 5.
6. There are no unasserted claims or assessments or violations of contract provisions, laws and regulations that our lawyer has advised us are probable of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No. 5.

RFP No. 17-1314
March 2014
Attachment F

Firm Name

URM Food Service

**NUTRITION SERVICES PRIME VENDOR
REPRESENTATION LETTER (CONT.)**

7. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
8. The company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged, except as otherwise disclosed. (Please elaborate if the exception(s) are not otherwise self-evident.)
9. Provision, when material, has been made to reduce excess or obsolete inventories to their estimated net realizable value or for any material loss to be sustained as a result of purchase commitments for inventory quantities in excess of normal requirements or in excess of the prevailing market price.
10. We have complied with all aspects of laws, regulations and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
11. No events have occurred subsequent to the balance sheet date that would require adjustment to, or disclosure in, the financial statements, except as otherwise disclosed. (Please elaborate if exception(s) are not otherwise self-evident.)

Signed:

Lawrie Bigej

Name:

Lawrie Bigej
(Please Print)

Title:

CEO

Date:

March 31, 2014

Signed:

Ray R. Sprinkle

Name:

RAY R. SPRINKLE
(Please Print)

Title:

Pres/CEO

Date:

3/31/14

THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT



ATTACHMENT F

#8 The company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged, except as otherwise disclosed. (Please elaborate if the exception(s) are not otherwise self-evident.)

URM's assets are collateral for the company's debt financing agreement with a syndicated bank group. The asset collateralization is standard procedure for this type of loan and URM is in compliance with all loan covenants.

RFP No. 17-1314
March 2014
Attachment G

Firm Name URM Food Service

**NUTRITION SERVICES PRIME VENDOR
MANUFACTURER'S PARTICIPATION IN A HACCP PROGRAM**

Please describe your Hazard Analysis Critical Control Point program and provide copies of materials and procedures that demonstrate your programs effectiveness.

URM has provided HACCP plans for
each participating manufacturer.

Please See provided packet.

If Distributor has a private company that inspects its warehouses, please list that company:

Firm URM Food Service
Address 7511 N. Freya Spokane WA 99217
Phone No. 509) 467-2764
Contact Teresa Wichman

THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT



FOOD ESTABLISHMENT INSPECTION REPORT

Washington State Department of Agriculture
Food Safety Program
PO Box 42560, Olympia, WA 98504-2560
Phone: 360-902-1876, Fax: 360-902-2087
Email: foodsafety@agr.wa.gov

Licensing ☐ Routine ☒

FIRM NAME: URM Stores, Inc.		LICENSE #: 328-001-206		DATE: 1/3/2014	
SITE ADDRESS: 7511 North Freya Street		CITY: Spokane		STATE: WA	ZIP CODE: 99220
MAILING ADDRESS: (Check if same as site address) <input checked="" type="checkbox"/> 7511 North Freya Street		CITY: (Mailing) Spokane		STATE: WA	ZIP CODE: (Mailing) 99220
COUNTY: Spokane	PHONE: 509-467-3631	FAX: 509-468-1321	GPS COORDINATES: N47° 43.544' W117° 21.520'		
EMAIL ADDRESS: rslovarp@urmstores.com		WEB ADDRESS: urmstores.com			
OWNER: Corporation- Dean Sonnenberg, CEO		MANAGER: Kirk Rollings- V. P. of Operations		PERSON CONTACTED: Randy Slovarp	
EST. TYPE: W-A, F, R	WATER SAMPLE: Municipal	OPERATING SCHEDULE: Sunday- Saturday/ 24 hours per day		EMBARGO/DIVERSION/SAMPLE #: None	
PRODUCT DESCRIPTION: Shell Eggs, Liquid Eggs		PRODUCT: 15		PACKAGING DESCRIPTION: Cardboard boxes-15 dozen; 5 gal. bucket frozen liquid eggs	
PRODUCT DISTRIBUTION: Company-owned semi-trucks/ Eastern Washington, Northern Idaho, Northeastern Oregon, Western Montana.					
Processing at Inspection: <input checked="" type="checkbox"/>		HACCP Inspection: <input type="checkbox"/>		FDA Contract Inspection: <input type="checkbox"/>	
RTE: <input type="checkbox"/>		Acidified: <input type="checkbox"/>		LACF: <input type="checkbox"/>	
Highest Risk Category: Critical <input type="checkbox"/>		High <input type="checkbox"/>		Medium <input type="checkbox"/>	
				Low <input checked="" type="checkbox"/>	

Firm Representative:
Receipt of a copy of this report
is hereby acknowledged

Signature: *Randy Slovarp* Date: 01/03/14

Print Name: Randy Slovarp

Food Safety Representative:

Signature: *Candice Lyall* Date: 01/03/14

Print Name: Candice Lyall

IMPORTANT: The following conditions were noted during an inspection of your establishment and constitute violations of parts of the Code of Federal Regulations and/or Revised Code of Washington.

Item No.	EXPLANATION OF INSPECTION VIOLATION(S)	Debit Value
	Inspection Criteria: Building, fixtures, facilities clean; including transport vehicles: 21 CFR, 110.35 (a); WAC 16-19-200(4)	
5A	-Where the eggs were being stored there was an accumulation of debris along the pallets and floor/ wall junction.	1
	Required Corrections: Maintain buildings, fixtures and facilities in good sanitary condition and repair so that food does not become contaminated.	
Comments:		Total Debits: 1
		SCORE: 99



Feedback Report

Audit: SAI Global Good Distribution Practices
Audit Date & Time: 10 October 2013 17:50
Auditor: George Mejia
Site: URM Stores Inc
Address: 7511 N Freya Street
Spokane
Washington
99217
United States of America

Score: 91.71
Rating: Excellent

Executive Summary

Question: Was the Auditor accompanied during the audit?

∴ Yes (record name below)

Comments: Randy Slovarp (Facilities Director), Jeff Lassey (Deep Kleen), Rick Latta (Deep Kleen)

Question: Was the audit completed in the expected amount of time?

∴ Yes (record amount of hours below)

Comments: 14 hours- Twelve hours in facility and two hours report writing

Question: Please describe the storage and transportation capabilities of the site covered during this audit.

∴ Ambient

∴ Chilled

∴ Frozen

Comments: This grocery distribution center is approximately 602,000 square feet and employs approximately five hundreds persons. Construction is currently being done on a 75,000 square foot addition to the perishable section of the warehouse.

Question: There have been changes to the facility since the previous audit:

∴ No

Question: There have been significant changes in personnel since the previous audit:

∴ Yes ∴ see comments below

Comments: A new CEO Mr. Ray Sprinkle, and Warehouse Director Mr. Jeff James are now in place.

Question: Additional auditor comments:

∴ Cooperation was received from all personnel at the site.

∴ This was an announced audit.

∴ The auditor was greeted and given permission to conduct the audit.

Comments: A detailed concluding conference was held with Randy Slovarp Facilities Director and Kirk Rollings Vice President Operations.
