

Enclosed, for your reference and any questions an auditor may have, please find the following information regarding Spokane Public School's RFP 13-1819, Nutrition Services Prime Vendor, documents:

- Advertisement for this RFP
- Affidavit of advertisement from the Spokesman Review
- Proof this advertisement was posted to our public website
- The original Request for Proposal document and accompanying Addenda
- Spokane Public Schools Board Recommendation
- Proof of posting in the board's consent agenda
- Proof of approval of the school board 6/12/19
- Response documents from Food Services of America
- Excel spreadsheet showing FSA pricing submitted

The initial term of this contract is 9/1/19 through 8/31/20. 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 of each year.

Please keep in mind that audits of the 2018-2019 school year will be on information contained in RFP 17-1314. 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](mailto:pamt@spokaneschools.org)

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

phone (509) 354-7174  
fax (509) 354-7183  
[www.spokaneschools.org](http://www.spokaneschools.org)



April 5, 2019

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. 13-1819

NUTRITION SERVICES PRIME VENDOR until 2:00:00 p.m. PDT, Friday, May 10, 2019

Specifications are on file in the Purchasing Department and posted on the Spokane Public Schools' Purchasing website at [www.spokaneschools.org/solicitations](http://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 witness the public RFP vendor acknowledgement should contact Pam Tatosky, Purchasing Services, at 509-354-7127, no later than three days prior to the scheduled 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, April 8 and 15, 2019.

c:ad.rfp

## Pam Tatosky

---

**From:** \*Legals <Legals@SPOKESMAN.com>  
**Sent:** Friday, April 05, 2019 10:27 AM  
**To:** Pam Tatosky  
**Subject:** RE: Please Advertise

Received, thank you Pam.

### Joni Vincent - Multi-Media Sales Representative

999 West Riverside Ave, Spokane WA 99201

Tel: (509) 459-5121; Fax: (509) 622-1189

[Legals@spokesman.com](mailto:Legals@spokesman.com)



---

**From:** Pam Tatosky [mailto:PamT@spokaneschools.org]  
**Sent:** Friday, April 05, 2019 10:26 AM  
**To:** \*Legals  
**Subject:** Please Advertise

Please post the attached advertisement in the legal section of the classified ads.

Thank you.

Pam Tatosky, C.P.M.  
Buyer II, Spokane Public Schools  
2815 East Garland Ave.  
Spokane, WA 99208

Life's journey is not to arrive at the grave safely, in a well preserved body, but rather to skid in sideways, totally worn out, shouting, "Wow, what a ride!" Hunter S. Thompson

■ Addendum No. 1

- o Bid No. 27-1819 - Paper Products (due 2:00:00 PDT, Thursday, June 27, 2019)

■ Advertisement

- o Bid No. 28-1819 - School Supplies (due 2:00:00 PDT, Friday, June 28, 2019)

■ Advertisement

Due May 2019:

- o RFP 13-1819, Nutrition Services Prime Vendor (due 2:00:00 p.m. PDT, Friday, May 10, 2019)

■ Advertisement

- o Quote No. 8713-1819 - Mail Delivery Service (due 4:00 PM PDT, Thursday, May 30, 2019)

Due April 2019:

- o Bid No. 22-1819 - Lewis and Clark High School Classroom and Commons Addition (due 2:00:00 PM PDT, Thursday, April 11, 2019)

- o Bid No. 19-1819 - Custodial Supplies (due 2:00:00 PDT, Thursday, April 11, 2019)

■ Advertisement

- o Quote No. 8712-1819 - Music Instruments due 4:00 PM PDT, Thursday, April 18, 2019)

- o Bid No. 20-1819 - Non-Food Consumables (due 2:00:00 PM PDT, Thursday, April 25, 2019)

■ Advertisement

Spokane Public  
Schools website  
posting Ad for  
RFP 13-1819





**Spokane Public Schools**  
*excellence for everyone*

REQUEST FOR PROPOSAL ON:

**NUTRITION SERVICES PRIME VENDOR**

RFPS ACCEPTED UNTIL:

2:00:00 p.m., PDT, Friday, May10, 2019

DATE: May 2019

RFP NO.: 13-1819

SECTION I

TELEPHONE NO.: 509 / 354-7186

BUYER: PAM TATOSKY

[pamt@spokaneschools.org](mailto:pamt@spokaneschools.org)

PRICES F.O.B.:

Delivery location will be as specified on each individual purchase initiated as district needs arise.

**NUTRITION SERVICES PRIME VENDOR  
RFP NO. 13-1819**

**TABLE OF CONTENTS**

Section I	General Terms and Conditions
Section II	Additional Terms and Conditions
Section III	Technical Specifications
Section IV	RFP Documents (Product List Requirements)
Attachment A	RFP Check List
Attachment B	Critical Qualifying Factors
Attachment C	Delivery School Locations
Attachment D	USDA Certification Regarding Debarment
Attachment E	Affirmative Action/Equal Opportunity Form
Attachment F	Representation Letter
Attachment G	Manufacturer's Participation in a HACCP Program List
Attachment H	Districts with Interlocal Agreements
Attachment I	Anti-Lobbying Certification

***STANDARD TERMS AND CONDITIONS***

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 proposal document that will impact the Respondent's ability to perform. By signing, Respondent affirms having read the terms and conditions and specifications and agrees thereto and warrants that submittals supplied conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.

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.

RFP COMPLETION: Proposals must be completed insofar as possible on the enclosed documents and must include an original signature by an authorized representative. Please complete, sign document, seal in an envelope (identify RFP number and due date on lower left hand corner of the envelope) and return to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. RFPs received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies cannot be accepted unless otherwise indicated in the attached specifications.) Vendors submitting RFPs will be recognized as candidates at the time and date designated above. At that time, all RFP submissions will enter into the evaluation phase. Prices will not be read at the initial opening.

RFP QUOTATION: Unless otherwise specified, all prices shall be for new products F.O.B. destination. Prices quoted shall include all handling and packaging costs. Those submitting bids do so entirely at their own expense. There is no expressed or implied obligation by the District to reimburse any firm or individual for any costs incurred in preparing or submitting bids.

RFP CHANGES OR WITHDRAWAL: All changes and erasures must be made before vendor acknowledgement time and initialed. Vendor may not withdraw their RFP after this time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of the Spokane Public School Director, Business Services.

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

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

SAMPLES: In some cases samples will be requested to be furnished by bidder at no charge to the District to determine acceptability of an item. All samples with a value in excess of thirty dollars (\$30.00) will either be returned or purchased by the District. Vendor will be responsible for picking up such samples or arranging for their return.

**NONDISCRIMINATION AND AFFIRMATIVE ACTION:** In providing Spokane Public Schools with product and/or services, the Contractor assures compliance with Washington State and federal guidelines regarding nondiscrimination and harassment and agrees not to discriminate against or harass any client, employee or applicant for employment or services because of race, creed, color, national origin, gender, sex, marital status, age, sexual orientation including gender identity, Vietnam-era veteran or disabled veteran status, pregnancy or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.

It is further understood that any Contractor who is in violation of this clause or an applicable Affirmative Action Program, shall be barred forthwith from receiving awards of any purchase order from Spokane Public Schools unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.

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

**ACCOMMODATIONS FOR THE DISABLED:** Individuals with disabilities who may need an accommodation to participate in a public RFP acknowledgement meeting should contact the Director of Facilities Services and Maintenance office no later than three (3) days before the scheduled meeting to request an accommodation.

**MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES:** The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Proposal.

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

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

**RECYCLED PRODUCTS:** The District encourages vendors to offer recycled products whenever they meet specifications and performance expectations. If recycled products are proposed, they should be identified as such and indicate the percentage of post-consumer waste that the product contains.

**SAVE HARMLESS:** Respondent shall protect, indemnify, and save Spokane Public Schools harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Respondent, its employees, agents or subcontractors howsoever caused.

AWARDS: Successful vendor will be notified by the District via US mail or email following award approval by the District Board of Directors.

DELIVERY: For any exception to the delivery date as specified on any order resulting from this solicitation, Contractor shall give prior notification and obtain written approval thereto from the appropriate Buyer with respect to delivery. Time is of the essence and an awarded order is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance by Spokane Public Schools of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

PAYMENTS, CASH DISCOUNT, and LATE PAYMENT CHARGES: Invoices will not be processed for payment nor will the period commence for computation of cash discount until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. All products are subject to inspection and acceptance by Spokane Public Schools personnel before final payment. At sole discretion of Spokane Public Schools, partial payments may be made for partial deliveries.

INVOICES/PACKING SLIPS: All invoices shall be delivered to the accounting department, 200 North Bernard, Spokane, WA 99201. Spokane Public Schools shall provide payment within 30 days receipt of an approved, acceptable invoice providing services/goods have been received by Spokane Public Schools. Packing list(s) shall be enclosed with each and every shipment pursuant to any purchase order issued as a result of this solicitation, indicating the content therein. **Both invoices and packing slips shall indicate the awarding purchase order number as issued by Spokane Public Schools.**

REJECTION: All goods or materials purchased herein are subject to approval by Spokane Public Schools. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by Spokane Public Schools or returned, will be at Contractor's risk and expense.

IDENTIFICATION: All invoices, packing lists, each package, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.

INFRINGEMENTS: Contractor agrees to protect and save harmless Spokane Public Schools against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

WARRANTIES: Contractor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.

ASSIGNMENTS: The provisions or moneys due under this contract shall only be assignable with prior written consent of the Chief Financial Officer.

TAXES: Unless otherwise indicated Spokane Public Schools agrees to pay all sales or use tax in accordance with the Washington State Department of Revenue Sales Tax Rules at the time of delivery. Note that Spokane Public Schools is a political subdivision of the State of Washington and is thereby exempt from federal excise tax

**QUOTED PRICES SHALL NOT INCLUDE TAXES.**



**LIENS, CLAIMS AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

**RISK OF LOSS:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to district delivery. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.

**TERMINATION:** In the event of a breach by Contractor of any of the provisions of this contract, either for cause or convenience, Spokane Public Schools reserves the right to cancel and terminate this contract forthwith upon giving oral notice followed up in writing, or written notice to Contractor. Contractor shall be liable for damages suffered by Spokane Public Schools resulting from Contractor's breach of contract.

**ANTI-TRUST:** Contractor and Spokane Public Schools recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by Spokane Public Schools. Therefore, Contractor hereby assigns to Spokane Public Schools any and all claims for such overcharges.

**DEFAULT:** The Contractor covenants and agrees that in the event suit is instituted by Spokane Public Schools for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to Spokane Public Schools all cost, expenses expended or incurred by Spokane Public Schools in connection therewith, and reasonable attorney's fees. The Contractor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Spokane County.

**DEBARMENT:** In providing Spokane Public Schools with products and/or services, Respondent certifies that they have not be suspended or are in any way excluded from Federal procurement actions by any Federal agency.

**QUESTIONS:** Questions regarding this RFP should be directed as follows:

RFP Procedural inquiries to:  
Pam Tatosky  
Buyer II  
509-354-7127  
[pamt@spokaneschools.org](mailto:pamt@spokaneschools.org)

RFP product/service inquiries to:  
Doug Wordell  
Nutrition Services Director  
509-354-7391  
[dougw@spokaneschools.org](mailto:dougw@spokaneschools.org)

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

1. 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 50 District sites; the vendor must have the ability and willingness to deliver to additional 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 for Spokane Public Schools. The Market Basket of products (Section IV) represent over 75% of the value of the Spokane Public Schools estimated contract value.
2. All items offered shall be identified by both brand and number where applicable.
3. Spokane Public Schools 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 Market Basket have been judged acceptable and are the district's standard products. Product substitutions may be suggested, but final approval of all product standards will be at the discretion of the Nutrition Services department. Each brand substitution 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.
4. 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 in writing. Any addenda issued will be incorporated into the contract or purchase order.
5. 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 and/or the Nutrition Services' director.
6. All data contained in this solicitation shall form a part of resulting contracts.
7. RFPs shall be made on the Market Basket 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 Market Basket 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 a thumb drive containing the Market Basket proposed pricing in Microsoft Excel format and a completed printed 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 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.)**

8. 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.
9. 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%)
  - Product Quality – 30 points (27%)
  - Business Stability – 10 (9%)
10. 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 School Meal Program requirements including procurement review requirements, and Regional Health Codes and Federal Food Code 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 Market Basket list spreadsheet. All items indicated by asterisk must be able to be provided by your firm or you may be ineligible for award.
11. Please note that this RFP requests two (2) prices for each item listed: A price to be delivered to each school 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 school year. 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 May 13-17, 2019 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 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.

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

12. Awards resulting from this solicitation will be made only on an all-or-none basis.
13. Contract Renewal: The initial contract term shall commence on August 1, 2019 through August 31, 2020. 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 annual school board approval and run from September 1 of each ensuing year through August 31.
14. Code of Ethics: Per Federal Circular 2 CFR 200.318(c)(1), 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 for cause or convenience, 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. 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.
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 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, check or bid bond shall be returned.

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

19. BYRD ANTI-LOBBYING AMENDMENT: In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. (See Attachment I)
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.
21. INSURANCE REQUIREMENTS:

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.

**NUTRITION SERVICES PRIME VENDOR  
TECHNICAL SPECIFICATIONS**

1. Price Escalation and De-escalation: Spokane Public Schools 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 in the Nutrition Services office and 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 May 1, 2019.
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 U.S. Implicit Price Deflator 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(s) 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. These additional purchases shall not exceed 110% of the anticipated contract total for both district and interlocal purchases.
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).
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.

**NUTRITION SERVICES PRIME VENDOR  
TECHNICAL SPECIFICATIONS**

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, however, the District reserves the right to alter delivery days and times without detriment to the contractor if deemed in the best interests of the District. Final approval of all delivery alterations will be at the sole discretion of the District. Deliveries to schools are currently done on a dark delivery schedule. The after-hours delivery provides safety for students and expedites the deliver process. Proximity cards and keys are issues to drivers and must be maintained in a secure and safe manner.
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. All elementary schools shall receive one delivery each week starting Sunday evening and completed by Monday at 10:00 a.m. 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 district keys and proximity cards. 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.

**NUTRITION SERVICES PRIME VENDOR  
TECHNICAL SPECIFICATIONS**

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.

13. Proof of Delivery/Shortage/Credits: Two 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. One copy of such receipt is to be left at the delivery destination. If requested, a copy of the electronic delivery receipt shall accompany invoicing. All 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 procuring 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.) USDA Foods entitlement commodity processed products may be provided on a fee for service system or a distributor rebate system (Net Off Invoicing or NOI) as approved by Washington State OSPI Food and Nutrition Services.
15. Additional Rebates and Discounts: The successful vendor must pass along to the procuring 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 13 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.



**NUTRITION SERVICES PRIME VENDOR  
TECHNICAL SPECIFICATIONS**

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. All products are subject to a temperature test before acceptance.
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.

**NUTRITION SERVICES PRIME VENDOR  
TECHNICAL SPECIFICATIONS**

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 41 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 5 days. All labels must be available online and/or in an electronic format.
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 stating current status as 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.

**NUTRITION SERVICES PRIME VENDOR  
TECHNICAL SPECIFICATIONS**

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 (velocity report)
  - Itemized all USDA Foods commodity rebate products (if applicable) including tracking of Net Off Invoice (NOI) entitlement tracking for USDA Foods diversions.
  - 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. In addition, successful vendor is required to monitor contract value for both SPS and all interlocal agreement (piggy-backing) school districts and ensure that districts comply with state and federal procurement rules. ONLY districts with approved interlocal agreements may access this prime vendor bid. Successful bidder must monitor and ensure that only districts with approved interlocal agreements access this bid. Spokane Public Schools Purchasing department must be contacted prior to adding any district and districts must have approved interlocal agreements by June 1 to access the prime vendor bid for the following school year. Usage reports will be provided monthly to ensure the total contract value does not exceed the 110% rule or 110% of the estimated annual contract value.
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. IF REQUESTED, items bid with a manufacturer not listed must have samples delivered to Rogers High School for testing and evaluation prior to RFP award. Nutrition Services staff will review and request samples by May 17, 2019. Items bid that are not approved will not be accepted. District's decision is final.
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.
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.

**NUTRITION SERVICES PRIME VENDOR  
TECHNICAL SPECIFICATIONS**

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: The Code of Federal Regulation 7 CFR 210.21(d) 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. Food products are 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. The district expects the successful bidder to monitor product specification and notify the Nutrition Services office immediately if any product is no longer substantially produced in the U.S. When a food product is not available domestically the district is allowed to accept imported substitutions. The successful bidder must monitor seasonal changes and notify the Nutrition Services office if an imported product is being substituted (for example tomatoes, strawberries, and grapes in November-March).
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. This additional contracted amount is anticipated to be approximately \$13.5 million. 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. Contractor shall include any conditions of such interlocal deliveries (i.e., mileage restrictions, minimum drop dollar amounts, etc.). 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 on to procuring district.
39. INVOICES: All SPS 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.

May 2019  
RFP No. 13-1819  
SECTION IV

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 +	\$ _____

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.



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: \_\_\_\_\_

RFP No. 13-1819  
May 2019  
Attachment A

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 copy of the Anti-Lobby Amendment Certification (Attachment I)
- 9. ☐ A complete copy of your product list
- 10. ☐ Completed CD-ROM or electronic thumb drive and paper copy of spreadsheet
- 11. ☐ 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.**

Firm Name \_\_\_\_\_

**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 _____ |



Firm Name \_\_\_\_\_

**NUTRITION SERVICES PRIME VENDOR  
MINIMUM QUALIFYING FACTORS**

(Circle appropriate answer)

- |     |   |           |       |          |
|-----|---|-----------|-------|----------|
| 15. | Listed on a separate sheet, your 5 largest accounts along with the name and phone number of a contact person for that account.                          | Attached? | Yes   | No       |
| 16. | Provide the percentage of shortages during the most recent full calendar month for these 5 largest accounts listed.                                     | Attached? | Yes   | No       |
| 17. | Provide the percentage of mis-picks for the same period for those accounts listed above. (Provide one month period within last 2 months)                | Attached? | Yes   | No       |
| 18. | Provide annual gross sales amount for last full fiscal year.  | Attached? | Yes   | No       |
| 19. | 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       |
| 20. | Provide the name, qualification and resume of your firm's representative who will serve as the District's point of contact.                             | Attached? | Yes   | No       |
| 21. | Provide a "will call" logistics plan for last minute product requirements.  | Attached? | Yes   | No       |
| 22. | 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. 13-1819  
May 2019  
Attachment C

**NUTRITION SERVICES PRIME VENDOR  
PRIMARY DELIVERY LOCATIONS**

Ferris High School  
Lewis and Clark High School  
North Central High School  
Rogers High School  
Shadle Park High School

3020 East 37th Avenue  
521 West Fourth Avenue  
1600 North Howard Street  
1622 East Wellesley Avenue  
4327 North Ash Street

Chase Middle School  
Garry Middle School  
Glover Middle School  
Sacajawea Middle School  
Salk Middle School  
Shaw Middle School

4747 East 37th Avenue  
725 East Joseph Avenue  
2404 West Longfellow Avenue  
401 East 33rd Avenue  
6411 North Alberta Street  
4106 North Cook Street

Adams Elementary School  
Arlington Elementary School  
Audubon Elementary School  
Balboa Elementary School  
Bemiss Elementary School  
Browne Elementary School  
Cooper Elementary School  
Finch Elementary School  
Franklin Elementary School  
Garfield Elementary School  
Grant Elementary School  
Hamblen Elementary School  
Holmes Elementary School  
Hutton Elementary School  
Indian Trail Elementary School  
Jefferson Elementary School  
Lidgerwood Elementary School  
Lincoln Heights Elementary School  
Linwood Elementary School  
Logan Elementary School  
Longfellow Elementary School  
Madison Elementary School  
Moran Prairie Elementary School  
Mullan Road Elementary School  
Regal Elementary School  
Ridgeview Elementary School  
Roosevelt Elementary School  
Sheridan Elementary School  
Stevens Elementary School  
Westview Elementary School  
Whitman Elementary School  
Willard Elementary School  
Wilson Elementary School  
Woodridge Elementary School

2909 East 37<sup>th</sup> Avenue  
6363 North Smith Street  
2020 West Carlisle Avenue  
3010 West Holyoke Avenue  
2323 East Bridgeport Avenue  
5102 North Driscoll Blvd  
3200 North Ferrall Street  
3717 North Milton Street  
2627 East 17<sup>th</sup> Avenue  
222 West Knox Avenue  
1300 East 9<sup>th</sup> Avenue  
2121 East Thurston Avenue  
2600 West Sharp Avenue  
908 East 24<sup>th</sup> Avenue  
4102 West Woodside Avenue  
123 East 37<sup>th</sup> Avenue  
5510 North Lidgerwood Street  
3322 East 22<sup>nd</sup> Avenue  
906 West Weile Avenue  
1001 East Montgomery Avenue  
800 East Providence Avenue  
319 West Nebraska Avenue  
4224 East 57<sup>th</sup> Avenue  
2616 East 63<sup>rd</sup> Avenue  
2707 East Rich Avenue  
5610 North Maple Street  
333 West 14<sup>th</sup> Avenue  
3737 East Fifth Avenue  
1717 East Sinto Avenue  
3520 West Bismark Avenue  
5400 North Helena Street  
500 West Longfellow Avenue  
911 West 25<sup>th</sup> Avenue  
5100 West Shawnee Avenue

Libby Center  
Spokane Montessori School  
Central Warehouse

2900 East First Avenue  
1300 West Knox Avenue  
2815 East Garland Avenue

Firm Name \_\_\_\_\_

**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  
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

Vendors who desire to provide the Spokane School District No. 81 with equipment, supplies and/or professional services must comply with the following 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

Firm Name \_\_\_\_\_

**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. 13-1819  
May 2019  
Attachment G

**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	<hr/>
Address	<hr/>
Phone No.	<hr/>
Contact	<hr/>

**THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT**



RFP 13-1819  
May 2019  
Attachment H

**DISTRICTS WITH INTERLOCAL AGREEMENTS**

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

RFP No. 13-1819  
May 2019  
Attachment I

**NUTRITION SERVICES PRIME VENDOR  
ANTI-LOBBYING CERTIFICATION**

BYRD ANTI-LOBBYING AMENDMENT: In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

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

---

(Signature)

---

(Printed Name)

---

(Title)

---

(Firm Name)

**THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT**

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

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



Spokane Public Schools  
*excellence for everyone*

April 15, 2019

**ADDENDUM NO. 1**

**Request for Proposal No. 13-1819, NUTRITION SERVICES PRIME VENDOR**

Please exchange:

2019 SPS Market Basket Prime Vendor – Excel Spreadsheet

With:

Market Basket Template Revised – Excel Spreadsheet

Please acknowledge receipt of Addendum No. 1 on RFP document.

Thank you,

Pam Tatosky  
Buyer II

**Agenda Item Details**

Meeting	Jun 12, 2019 - Regular Meeting
Category	8. CONSENT AGENDA
Subject	H. RFP 13-1819, Nutrition Services Prime Vendor
Type	Action (Consent)

**Recommendation:**

It is recommended that a contract be issued to Food Services of America, Inc., Spokane, WA, in the anticipated approximate amount of \$3,800,000, for food products and supplies purchased during the 2019-2020 fiscal year, per the terms and conditions of RFP No. 13-1819.

**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.

The Prime Vendor Request for Proposal was sent to each of the three primary food distribution vendors in the Spokane area along with being posted and advertised on a nationwide public solicitation website. Subsequently, the district received notification from both URM Foodservice and Sysco Spokane, that neither contractor would be participating in our Request for Proposal. URM has recently acquired 30 new stores that they are supporting; they believe that taking on a contract the size of our district's would spread their resources too thin and as such, would cause their services to be less than what is required. Sysco notified the district that they are currently unable to meet the RFP requirement to stock and provide pricing on 95% of the top 75% of items most commonly ordered by our district. Since this would cause their proposal to be non-responsive, they opted to not submit.

Food Services of America was the only vendor to submit a proposal and is recommended for award. FSA has effectively served the district as the prime vendor for the past twenty years and has been an excellent business partner. The term of this solicitation is August 1, 2019, through August 31, 2020, 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.

**Motion & Voting**

(not specified)

Motion by Deana Brower, second by Mike Wiser.

Final Resolution: Motion Carries

Yes: Deana Brower, Susan Chapin, Jerrall Haynes, Mike Wiser, Brian Newberry

Vote of board  
approval

# RFP 13-1819 FSA Response Documents

May 2019  
RFP No. 13-1819  
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>1.40</u>
\$ 10.01 - \$ 20.00	\$ <u>1.60</u>
\$ 20.01 - \$ 30.00	\$ <u>2.45</u>
\$ 30.01 - \$ 40.00	\$ <u>2.65</u>
\$ 40.01 - \$ 50.00	\$ <u>4.50</u>
\$ 50.01 - \$ 75.00	\$ <u>4.50</u>
\$ 75.01 - \$100.00	\$ <u>5.25</u>
\$100.01 - \$150.00	\$ <u>5.25</u>
\$150.01 +	\$ <u>5.25</u>

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

**NUTRITION SERVICES PRIME VENDOR  
RFP DOCUMENTS**

Receipt of Addendum numbered 1 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: Food Services of America

ADDRESS: 3520 E Francis Ave, Spokane, WA 99207

PHONE NO. 509-483-7746 FAX NO. 509-483-5382

BY (Please Print): Carmen Steele

TITLE: Account Executive

EMAIL: Carmen\_Steele@FSAfood.com

SIGNATURE: Carmen Steele

RFP No. 13-1819  
May 2019  
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)
- 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 copy of the Anti-Lobby Amendment Certification (Attachment I)
- 9. ☒ A complete copy of your product list
- 10. ☒ Completed CD-ROM or electronic thumb drive and paper copy of spreadsheet
- 11. ☒ A copy of the sales representative's resume.

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

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

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> |



Firm Name Food Services of America

**NUTRITION SERVICES PRIME VENDOR  
MINIMUM QUALIFYING FACTORS**

(Circle appropriate answer)

15. Listed on a separate sheet, your 5 largest accounts along with the name and phone number of a contact person for that account. Attached? ☒ Yes No
16. Provide the percentage of shortages during the most recent full calendar month for these 5 largest accounts listed. Attached? ☒ Yes No
17. Provide the percentage of mis-picks for the same period for those accounts listed above. (Provide one month period within last 2 months) Attached? ☒ Yes No
18. Provide annual gross sales amount for last full fiscal year. Attached? ☒ Yes No
19. 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
20. Provide the name, qualification and resume of your firm's representative who will serve as the District's point of contact. Attached? ☒ Yes No
21. Provide a "will call" logistics plan for last minute product requirements. Attached? ☒ Yes No
22. Does your firm have the ability to receive and track delivered USDA commodity products utilizing a Net Off Invoice tracking system? Yes   x   No

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

**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

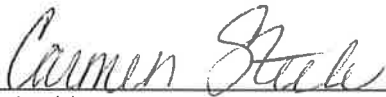
Prime Vendor RFP No.13-1819

Organization Name

PR/Award Number or Project Name

Carmen Steele, Account Executive

Name and Title(s) of Authorized Representative



Signature(s)

5/9/2019

Date

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

Vendors who desire to provide the Spokane School District No. 81 with equipment, supplies and/or professional services must comply with the following 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

Food Services of America  
\_\_\_\_\_  
Name of Firm

5/9/2019  
\_\_\_\_\_  
Date

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 May 9th, 20 19, 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:

Carmen Steele

(Please Print)

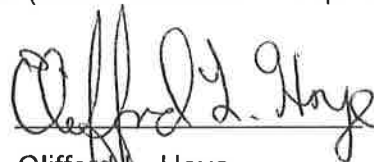
Title:

Account Executive

Date:

5/9/2019

Signed:



Name:

Clifford L. Hoyer

(Please Print)

Title:

President, FSA Spokane

Date:

5/9/2019

**THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT**

RFP No. 13-1819  
May 2019  
Attachment G

**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 attached audit certificate.

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

Firm	<u>Merieux</u>
Address	<u>111 E Wacker Dr, Suite 2300, Chicago, IL 60601</u>
Phone No.	<u>312-938-5151</u>
Contact	<u>Todd Dechter</u>

**THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT**

RFP No. 13-1819  
May 2019  
Attachment I

**NUTRITION SERVICES PRIME VENDOR  
ANTI-LOBBYING CERTIFICATION**

**BYRD ANTI-LOBBYING AMENDMENT:** In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

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

  
(Signature)

Clifford L. Hoyer

(Printed Name)

President, FSA Spokane

(Title)

Food Services of America

(Firm Name)

**THIS FORM TO BE RETURNED WITH THE ORIGINAL RFP DOCUMENT**



*FOOD SERVICES  
OF AMERICA.*

**ATTACHMENT B Page 2 for RFP No. 13-1819**

**NUTRITION SERVICES PRIME VENDOR  
MINIMUM QUALIFYING FACTORS**

**Line 15. 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: Dave McKay  
Phone: 509-359-2840

Reference: Department of Corrections  
Airway Heights, WA  
Contact: Jamie Dolan  
Phone: 509-235-8405

Reference: Missoula School District  
Missoula, MT  
Contact: Edward Christensen  
Phone: 406-728-2400 x 5012

Reference: Independent Purchasing Cooperative  
Subway  
Contact: Bill Neumann  
Phone: 360-576-9825



*FOOD SERVICES  
OF AMERICA.*

RFP No. 13-1819  
May 2019 Attachment B  
Page 2

**NUTRITION SERVICES PRIME VENDOR  
MINIMUM QUALIFYING FACTORS**

- Line 16. WSU – Fill rate is 99.56% - percentage of shortages 0.44%**  
**EWU – Fill rate is 99.92% - percentage of shortages 0.02%**  
**Department of Corrections – Fill rate is 100% - percentage of shortages 0%**  
**Missoula School District – Fill rate is 100% - percentage of shortages 0%**  
**Subway – Fill rate is 99.82% - percentage of shortages .18%**
- Line 17. WSU – percentage of mis-picks was 0% for time frame**  
**EWU – percentage of mis-picks was 0% for time frame**  
**Department of Corrections – percentage of mis-picks was 0% for time frame**  
**Missoula School District – percentage of mis-picks was 0% for time frame**  
**Subway – percentage of mis-picks was .02% for time frame**

*FOOD SERVICES  
OF AMERICA.*

RFP No. 13-1819  
May 2019 Attachment B  
Page 2

**NUTRITION SERVICES PRIME VENDOR  
MINIMUM QUALIFYING FACTORS**

- Line 18.** Annual Gross Sales for 2018 the FSA Spokane Branch was \$308,000,000.00 As a company total for FSA overall the gross annual sales for 2018 were in excess of \$2 billion dollars.
- Line 19.** Mead School District  
Contact: Kim Elkins  
Phone: 509-465-6129  
  
Central Valley School District  
Contact: Denice Kwate  
Phone: 509-558-5414
- Line 20.** Qualification and Resume of firms Representative: See attached
- Line 21.** Will Call logistics Plan: See attached
- Line 22.** Yes, both with Fidelis & K12 Foodservice



# FOOD SERVICES OF AMERICA®

## References for Food Services of America

Washington State University  
1245 SE Stadium Way  
Pullman, WA 99164-6005  
[gcoyle@wsu.edu](mailto:gcoyle@wsu.edu)  
509-335-7039

Gary Coyle

Eastern Washington University  
120 Tawanka Hall  
Cheney, WA 99004  
[dmckay@ewu.edu](mailto:dmckay@ewu.edu)  
509-359-2840

Dave McKay

Department of Corrections  
Correctional Industries  
11919 W. Sprague Ave  
Airway Heights, WA 99001  
[jpdolan@doc1.wa.gov](mailto:jpdolan@doc1.wa.gov)  
509-324-8392

Jamie Dolan

Missoula School District  
1710 South Ave  
Missoula, MT 59806  
[eichristensen@mcps.k12.mt.us](mailto:eichristensen@mcps.k12.mt.us)  
406-728-2400 x 5012

Edward Christensen

Independent Purchasing Cooperative  
Subway  
9200 S Dadeland Blvd. Ste 800  
Miami, FL 33156  
[bneumann@ipcoop.com](mailto:bneumann@ipcoop.com)  
360-576-9825

Bill Neumann

# CARMEN STEELE

---

2211 E Longfellow Ave  
Spokane, WA 99207  
Phone: 509-483-7746  
E-mail: carmen\_steele@fsafood.com

## Objective

Dedicated team player looking to advance in my career where I may succeed to my greatest potential.

## Education

Spokane Community College 2000-2003  
North Central High School 1998-2000

## Work Experience

### **FOOD SERVICES OF AMERICA**

Spokane, WA, 99217, 2006-Present  
Program Sales Account Executive  
Specializing in K12 Sales

Take customer calls, or seeking help with questions.  
Enter customer orders into two different order entry software systems  
Manage Bid and place bids by date and times  
Certified Service Safe Instructor  
Order Management Services, Outlook, Excel, MS Word, PowerPoint, 10-Key, CRM, Showcase,  
AS400-order entry, order guide maintenance, bid contract, special pricing, etc.

### **AUNTIE ANNE'S**

Spokane Valley, WA, 99216, 2004-2006 - Shift Leader  
Open and close store.  
Manage product quality.  
Prepare nightly deposits and paperwork.

### **SAFEWAY**

Spokane, WA, 99201, 2005-2005 - Cashier  
Stocked product on shelves.  
Rung and bagged customer groceries.  
Maintained a clean and organized work station.

## Volunteer Work

Attorney General Office, File Clerk, 2002-2003  
VA Hospital, Office Clerk, 1999-2000

## References

References available upon request.



*FOOD SERVICES  
OF AMERICA®*

**Line 21.**

**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 email or call Carmen Steele at 509-483-4747 Monday through 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.**