



S P O K A N E

DATE: January 2014

BID NO.: 12-1314

SECTION I

TELEPHONE NO.: 509.354.7127

BUYER: Pam Tatosky

REQUEST FOR BIDS ON:

**USDA CHEESE PROCESSING – EXTRUDED CHEESE  
STICKS, SLICES and SHREDS**

PRICES F.O.B.:

CENTRAL WAREHOUSE  
2815 East Garland Ave.  
Spokane, WA 99207

BIDS ACCEPTED UNTIL:

**2:00:00 P.M. PST, Tuesday, January 16, 2014**

### **STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**QUESTIONS:** Questions regarding bids should be directed to the Purchasing Department, (509) 354-7127.

BID No. 12-1314  
Projected Timeline

Date	Time	Event
December 18, 2013		Solicitation published and posted to District website
December 18, 2013 – January 10, 2014	Cut off for questions: 4:30 p.m. PST	Questions may be asked, in writing, regarding solicitation
December 20 and 27, 2013		Solicitation advertisement in newspaper of general publication (Spokesman Review)
January 7, 2013	4:00:00 p.m. PST	All samples due in Nutrition Services
January 14, 2014	2:00:00 p.m. PST	Formal public opening
January 14 & 15, 2014		Evaluation period
January 22, 2014		Goes before School Board for approval

**USDA CHEESE PROCESSING – EXTRUDED CHEESE STICKS, SLICES and SHREDS**  
**GENERAL TERMS AND CONDITIONS**

A. **GENERAL**

1. This Bid is for the purpose of soliciting pricing for USDA Cheese Processing into various cheese forms and is issued by Spokane Public Schools. Only those vendors who are approved as USDA processors are eligible to submit on this solicitation. Any contract entered into as a result of this solicitation should also be accessible to any other school districts that have entered into an Interlocal Agreement with the District as listed on **Attachment A** to this solicitation.
2. Modifications to Scope: Spokane Public Schools reserves the right to modify this Contract by mutual agreement between the District and the Contractor, so long as such modifications do not exceed 10% of the initial contract amount and only involve those products approved by the USDA and OSPI. Such modifications will be evidenced by issuance of a written authorized amendment by Spokane Public Schools Purchasing Department. Should the District decide to access the USDA approved products not specifically listed in this RFP, Spokane Public Schools will limit each product's expenditure to \$5,000 annually. Products of the same nature as those specified that were modified to comply with new nutritional requirements for the school meal program may be grandfathered into this bid award.
3. Estimated Usage Quantities: Quantities indicated in Section IV are provided solely for the purpose of assisting Contractors in preparing their Response Documents as these are the only items that will be included in the overall pricing evaluation. Orders will be placed only on an as needed basis. Estimated usage data as stated herein shall not bind the District to purchase of said quantities. Usage estimates are based strictly upon historical data and may not reflect future requirements. The District does not represent or guarantee any minimum and/or maximum purchase.

B. **DISTRICT RIGHTS**

1. Award of Contract:

The contract shall be awarded to the lowest responsible USDA processor, as defined in RCW 39.26.160, after the District's evaluation and acceptance of the services and products to be supplied.

This solicitation will be awarded by line item. Items listed in Section IV are to establish pricing should product volume to each awarded vendor meet the USDA required cheese diversion shipment quantity. Your firm does not have to submit pricing on all items in order to be considered for an awarded processing contract, however USDA shipment requirements will factor into award decision.

Contract participation by other districts shall be voluntary and no guaranties are expressed or implied that any or all districts will participate.

Award of Contract by Spokane Public Schools is normally made within three (3) weeks after the date set for opening of the solicitation. The District reserves the right to reject any or all submittals, to award in the best economic interest of the districts, and to waive any informalities or irregularities in the solicitation process.

2. Assignment of Contract:

The Contractor shall not assign this contract nor any part thereof, nor any monies due or to be due thereof, without prior written approval of the District.

3. Form of Contract:

Any orders made by the participating districts off this solicitation shall be made on an authorized, properly executed district purchase order form issued by each district, or in the normal manner prescribed by the individual districts. Spokane Public Schools will not be responsible for, nor does it guarantee, any specific order quantities from these outside districts.

The response documents as signed by the contractor, together with the purchase order signed by the district, and any other contract documentation required by this Bid, once completed by the parties concerned, shall be the contract between the parties.

The participating school districts' standard purchase order general terms and conditions shall become a part of the contract between the parties.

4. Contract Duration:

Contracts executed as a result of this solicitation shall be effective from the date of purchase order award through June 30, 2014.

The District reserves the option to renew this Food Processing Contract for four (4) additional one year periods which, if all optional renewals are exercised, will end June 30, 2018, subject to terms and conditions agreed upon in the bid document (See Section V).

C. PREPARATION OF THE RESPONSE DOCUMENTS

1. Examination of the Specifications:

Contractors shall thoroughly examine and be familiar with the specifications. Failure of any bidder to examine response form, instruments, addenda, or documents, as well as failure to be acquainted with existing conditions, shall in no way relieve them from the obligations of this solicitation or the contract. Submissions shall be taken as prima facie evidence of compliance with this section.

2. Interpretation of Specifications:

If a contractor finds discrepancies in, omissions from these specifications, or questions their meaning, he is requested to immediately notify the Purchasing Department, (509) 354-7174, which, if necessary, will issue a written interpretation of the document, as an addendum to all bidders. It is the responsibility of each participant to be aware of all addenda issued. The district will not be responsible for any oral interpretation of the intent or meaning of the specification or other pre-

solicitation documents. Questions received less than ten (10) calendar days prior to opening cannot be answered. All addenda issued will become part of the basic quotation and any contract that may result therefrom.

Any submittal which fails to include the requirements of all addenda may be rejected on the grounds that it fails to meet the specifications.

3. Form of the Solicitation (Response Document):

Responses shall be made upon the enclosed form. (See Section IV, "Response Document"). Only the amount of information asked for in the document will be considered. Note that cash discounts (e.g. 2/10, net 30) will be considered when evaluating bids, however, discounts less than 1 percent or discount periods less than 20 working days after receipt of items or an acceptable invoice, whichever is later, will not be considered as evaluation factors in the award of contracts. Also note that erasures, interlineations or other corrections must be initialed by the persons signing the response document.

Respondents should prepare their responses by entering case prices in the spaces following each item on the response document. The unit price for each item proposed shall include processing, packaging and delivery, but not the price of the USDA cheese. All prices bid shall include Federal Taxes, if any, and exclude Washington State Sales Tax. However, invoices submitted for payment shall include Washington State Sales Tax if applicable.

4. Submission of Bids:

All bids shall be submitted as outlined in the Terms and Conditions. Any responses received after the date and hour scheduled for Opening will be returned unopened to respondent.

5. Failure to Submit Response:

If any supplier chooses not to submit, but wishes to remain on the district's list of qualified vendors for this commodity, then that supplier should so notify the district's purchasing department in writing. Failure of the supplier to respond, or to request future consideration as a bidder, may result in removal of the supplier from the mailing list for these types of commodity.

6. Modification of Solicitation:

No oral modifications will be considered for any response submitted.

7. Withdrawal of Response:

No vendor may withdraw his bid after the date and hour for the opening and before the award of contract, unless said award is delayed for a period exceeding forty-five (45) days.

D. CONFLICT.

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.

E. INTERLOCAL AGREEMENTS.

Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. Vendor agrees to sell additional items at the bid price, terms and conditions to other governmental agencies (See Attachment A). Spokane Public Schools accepts no responsibility for the payment of the purchase price by other governmental agencies. Declining this term will not disqualify your firm from award.

F. ESCALATION:

At the renewal of each optional contract year, in the event of unusual circumstances such as changes in local, state, or federal taxes, laws, specifications, regulations, or certain production expenses that could not have been foreseen or budgeted in the original proposal, which cause the contractor's costs to hereunder increase, then parties shall determine a reasonable and just amount to cover such documented increased. Under normal circumstances, this shall not exceed the Consumer Price Index (United States City for Urban Wage Earners and Clerical Workers), as reported the previous 12 month period ending April 30 on a percentage basis to apply to contract pricing for the ensuing school fiscal year. Such proposed rate increases and their thoroughly documented justifications shall be submitted in writing to the District representative by May 15 of the year preceding the proposed rate increase. Under no circumstances shall any cost increase be applied retroactively. Approval of any increases shall be at the sole discretion of the District.

G. SUPPLIER PERSONNEL

Hold Harmless:

The successful supplier shall indemnify and hold the district harmless from and against all claims including attorney fees for (1) bodily injuries, including death, or damage to property caused by any negligent act or omission of the supplier or its employees in connection with the performance of this contract, or for (2) bodily injuries, including death, to the supplier's employees caused by the condition of any premises, equipment or other property being used or operated by any of the supplier's employees in connection with the performance of their contract, regardless of whether such conditions result from negligence of the district.

H. DELIVERY

All products shall be delivered to locations as specified in the response document (See Section V).

I. FAIR TRADE/DISCOUNTS

The supplier shall warrant that any cash discount offered to the district fairly represents manufacturing, selling or delivery cost savings resulting from the quantity sale and that such discount is reasonably available to all purchasers. Cash discounts will be considered when evaluating quoted prices. However, discounts less than 1 percent or discount periods less than 20 working days after receipt of items will not be considered as evaluation factors in the award of contracts.

J. WARRANTY

Product must be warranted and guaranteed to be merchantable by the supplier and fit for the purpose for which intended.

K. INVOICE

The supplier shall submit an itemized invoice to each district after delivery of food products. With each delivery of products, the contractor is required to send an accurate invoice to the ordering district. Payment for inaccurate invoices shall be held by the District until accurate documents are received by the District. **Absolutely no fuel surcharges or carrying fees are to be invoiced as a separate line item for any deliveries made from this contract.** Invoices for Spokane Public Schools shall be addressed and mailed to: Spokane Public Schools, Attn: Accounts Payable, 200 North Bernard St., Spokane, WA 99201. An example of the contractor's invoice and billing statement shall accompany this bid response.

L. MANNER OF PAYMENT

Payment will be made by the ordering district following their approval and acceptance by the Director of Nutrition Services (or their designee) of each district. Payment from Spokane Public Schools will be made within 30 days receipt of an acceptable invoice, or receipt of the product, whichever is later.



**DISTRICTS WITH INTERLOCAL AGREEMENTS**

Central Valley School District

Cheney School District

Chewelah School District

Clarkston School District

Colfax School District

Colville School District

Cusick School District

Davenport School District

Deer Park School District

East Valley School District

Ephrata School District

Finley School District

Freeman School District

Harrington School District

Kettle Falls School District

Kiona-Benton City School District

Liberty School District

Lind School District

Mary Walker School District

Mead School District

Medical Lake School District

Newport School District

Nine Mile Falls School District

North Franklin School District

Oakesdale School District

Odessa School District

Othello School District

Pateros School District

Prescott School District

Pullman School District

Reardan-Edwall School District

Riverside School District

Rosalia School District

Royal School District

Sprague School District

Tekoa School District

Valley School District

Wahluke School District

Waitsburg School District

Walla Walla School District

Warden School District

Wellpinit School District

West Valley School District

Wilbur School District

Wilson Creek School District

**USDA CHEESE PROCESSING – EXTRUDED CHEESE STICKS, SLICES and SHREDS**  
**TECHNICAL SPECIFICATIONS**

A. GENERAL

These specifications are issued to provide for the processing of USDA cheese; all pricing shall be based on F.O.B. destination. The approved vendor must be able to coordinate with our State Agency (OSPI) to receive product from the USDA.

B. PRODUCT SAMPLING

Unless submitted as part of a previous Spokane Public Schools' solicitation request, all bidders will be required to provide a cutting of each product bid which shall consist of at least ½ case of product, delivered refrigerated, to the Nutrition Services Director, 200 North Bernard St., Spokane, WA 99201. These samples must be received not later than January 7, 2014, at 4:00 p.m. PST. Products will be evaluated as acceptable or unacceptable and qualify or disqualify the vendor accordingly. All products delivered by the successful bidder shall be held to the same product quality standard as that used in this evaluation and award process.

C. PRODUCT PACKAGING AND LABELING

All packaging and labeling shall conform to industry standards as required by the United States Department of Agriculture (USDA) 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. 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 the USDA school meal program. Any change must be supplied within 30 days.

D. CHANGE OF REGULATIONS

Should any additional federal or governing agency regulations be imposed affecting the processing of USDA commodity products, the district retains the option to amend specifications to conform to such regulations.

E. 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 manufacturers, who have shown interest in doing business with the District, have implemented a HACCP program, the Nutrition Services Department requests that each vendor affirm the existence of their plan and make available for review to District representatives if requested.

F. BUY AMERICAN

All USDA commodities provided to schools must be of 100% domestic origin. Any substitutions for those commodities made by a processor must be 100% domestic origin. The combining of commodities with other non-domestic ingredients to achieve a new product is permissible as long as 51% of the final processed product consists of agricultural commodities that were grown or raised domestically.

G. DISTRIBUTION OPTIONS

Contractors are asked to quote prices on two different methods of product distribution:

1. Fee-For-Service (FFS) – District is invoiced directly from processor on a per pound/case basis excluding the value of the commodity. Shipment will be made directly to the District warehouse. Contractor will need to indicate on the response document the minimum required cases per order and the lead time required per order.
2. Net Off Invoice (NOI) – District is invoiced from a third party distributor on a net price plus distribution fees basis. Processor’s product costs less commodity value (net price) will be paid by the distributor directly to the processor. Processor will need to provide a USDA approved and auditable web-based means of tracking all sales data including a running total of commodity product available for processing. This information will need to contain the pass through value of commodity contained in the finished product sent to distributor. If unused commodity product exists at the end of the school year, the district will have access to the previous year’s inventory for a period of time agreed upon by the district and processor. The district is only exploring the feasibility of this option; **being unable to provide this method of distribution will not disqualify a firm.**

H. RECALL PROCEDURES

Contractor must verify that they have a traceability system in place from receipt of commodity to delivery of finish product to designated delivery site. The processor must provide an easily accessible (website preferable) means for the District to access the specific location of lot number and item code location on products. Processors must have a public notification system capability on their website to provide updates on hold and recall data. The successful contractor will be required, upon request, to conduct a mock recall.

I. FOOD PROCESSING STANDARDS

1. Quantities: Since quantities of food products donated by USDA will dictate quantities shipped to the processing plant, the District is unable to provide the amount of any product to be processed. It is anticipated that the shipment for Spokane Public Schools for the remainder of the 2013-2014 fiscal year will be approximately 25,000 lbs. The successful producer will coordinate with the Office of Superintendent of Public Instruction (OSPI) distributing agency to arrange for shipment and receipt of USDA goods.
2. Quality of Food: Quality of the food processed must meet or exceed USDA requirement governing the processing of cheese products. The product must have proper USDA certification. The contract will be awarded to the supplier that meets the bid requirements and has best processing price with the most acceptable product.
3. Samples: USDA certified preproduction commodity samples must be supplied by 2:00 p.m. PDT, November 26, 2013. Samples must be accompanied by a USDA Certification and arrive refrigerated to:

Spokane School District No. 81  
Director, Nutrition Services  
200 North Bernard St.  
Spokane, WA 99201

These samples must be supplied for each product that is quoted by the supplier and must be a minimum of one half (1/2) case pack per product quoted for evaluation purpose. Samples are required unless already submitted for prior Spokane Public Schools' solicitation.

4. End Product Data Schedules (EPDS) and Summary End Product Data Schedule (SEPDS): End product data schedules must be currently USDA approved. Processing agreements may be structured before the solicitation is awarded with no obligation to process pending the outcome of the contract award. Each product must have end product data schedules submitted with the bid documents. Contractor is also required to provide a Summary End Product Data Schedule of all USDA foods currently processed by your firm.
5. Safety and Health: All products quoted shall meet or exceed the requirements of USDA Regulations, "Washington Industrial Safety and Health Standards Act", and the "State Board of Health Standards for Primary and Secondary Schools", as applicable. Bidders must represent that all products quoted have been manufactured in compliance with Federal, State and local laws, orders, rules, regulations and ordinances, including, but not limited to those relating to industrial insurance, medical aid, unemployment compensation, social security, minimum wages, equal employment safety standards, affirmative action, and building codes. Each contractor shall hold harmless the district from any liability claim or expense, including attorney fees caused by failure of the manufacturer or any of his sub-contractors to comply with such laws. Processor shall agree to absorb lab costs and reimburse the District for such costs incurred on product which has tested positive for harmful bacteria.

J. REFERENCES

Vendors are required to provide three (3) references from school districts, preferably located in the Pacific Northwest United States, with contracts of similar size, duration and scope. These references shall include the District name, contractor's sales representative (or equivalent person for the purpose of facilitating product processing and movement) servicing that account, dates, duration and dollar value of the contract, district contact name and email address, district address, telephone number and fax number. **It is up to each vendor to provide reliable reference contacts that will respond to Spokane Public Schools' reference request. If a reference contact call is made and a voice message is left because the contact is unavailable, the contact person will have three (3) business days to return the call. If the call is not returned during that time frame, the contractor will receive zero points from that reference, which may lower the contractor's overall reference score.**

**USDA CHEESE PROCESSING – EXTRUDED CHEESE STICKS, SLICES and SHREDS**  
**RESPONSE DOCUMENT**

FIRM NAME \_\_\_\_\_

Provide F.O.B. destination pricing, excluding State Sales Tax, for the items listed below, per the terms and specifications of this solicitation. Quantities shown are estimated amounts Spokane Public Schools anticipates ordering as derived from historic ordering practices. Other districts' requirements have not been factored into these estimated quantities.

Products are to be coded with an Expiration Date, guaranteed a minimum of 90 days of freshness from the date of shipment. Product must be shipped and stored refrigerated or frozen as appropriate for each product.

These specifications are issued to provide for the processing of items listed below. Bidders may include modified specifications if bidding alternate similar combinations for specified items. Alternate bid items for the primary items may be offered by the bidder, but must meet or exceed specified requirements to be considered. Pack sizes listed in specifications are preferred, however, alternate pack sizes will be considered.

**OPTION 1 (See Section III, Paragraph G.1)**

**Fee for Service:**

- |    |            |   |   |
|----|------------|---|---|
| 1. | 1600 cases | MOZZARELLA STRING CHEESE, 1 oz. stick,<br>1 meat/meat alternate per stick, 168/case.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____            | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Oz/stick: _____<br>No./case: _____<br>USDACheese lbs.<br>used/case: _____ |
| 2. | 300 cases  | REDUCED FAT COLBY JACK CHEESE STICK,<br>1 oz. stick, 1 meat/meat alternate per stick, 168/case.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____ | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Oz/stick: _____<br>No./case: _____<br>USDACheese lbs.<br>used/case: _____ |
| 3. | 450 cases  | CHEDDAR CHEESE STICK, 1 oz. stick,<br>1 meat/meat alternate per stick, 168/case.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____                | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Oz/stick: _____<br>No./case: _____<br>USDACheese lbs.<br>used/case: _____ |

**USDA CHEESE PROCESSING – EXTRUDED CHEESE STICKS, SLICES and SHREDS**  
**RESPONSE DOCUMENT**

FIRM NAME \_\_\_\_\_

4. 2200 cases	CHEESE, SLICED AMERICAN, .4 - .5 oz. slice, 4/5 lb. loaves/cs., 160 slices per loaf. List any additives your firm may use in the Processing of this product: _____ _____	Case cost: \$ _____ Brand Name: _____ Brand No.: _____ Oz/slice: _____ Slices/loaf: _____ USDACheese lbs. used/case: _____
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**ALTERNATE:**

4A. 2200 cases	CHEESE, SLICED AMERICAN, low sodium, .4 - .5 oz. slice, 160 slices per loaf, 4/5 lb. loaves/cs. List any additives your firm may use in the Processing of this product: _____ _____	Case cost: \$ _____ Brand Name: _____ Brand No.: _____ Oz/stick: _____ No./case: _____ USDACheese lbs. used/case: _____
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5. 100 cases	CHEESE, SLICED WHITE AMERICAN, .4 - .5 oz. slice, 4/5 lb. loaves/cs., 160 slices per loaf. List any additives your firm may use in the Processing of this product: _____ _____	Case cost: \$ _____ Brand Name: _____ Brand No.: _____ Oz/slice: _____ Slices/loaf: _____ USDACheese lbs. used/case: _____
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6. 500 cases	CHEESE, SHREDDED, MILD CHEDDAR, 4/5 lb. bags/cs. List any additives your firm may use in the Processing of this product: _____ _____	Case cost: \$ _____ Brand Name: _____ Brand No.: _____ Lb./bag: _____ Bags/case: _____ USDACheese lbs. used/case: _____
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**USDA CHEESE PROCESSING – EXTRUDED CHEESE STICKS, SLICES and SHREDS**  
**RESPONSE DOCUMENT**

FIRM NAME \_\_\_\_\_

7. 400 cases	CHEESE, SHREDDED, MOZZARELLA, 4/5 lb. bags/cs. List any additives your firm may use in the Processing of this product: _____ _____	Case cost: \$ _____ Brand Name: _____ Brand No.: _____ Lb./bag: _____ Bags/case: _____ USDACheese lbs. used/case: _____
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**ALTERNATE:**

8A. 100 cases	CHEESE SAUCE, JALAPENO, low sodium, Packed in 3.0 oz. cups, provides 1 M/MA for CN meal pattern. List any additives your firm may use in the Processing of this product: _____ _____	Case cost: \$ _____ Brand Name: _____ Brand No.: _____ Lb/bag: _____ Bags/case: _____  USDACheese lbs. used/case: _____
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**ALTERNATE:**

9A. 100 cases	CHEESE SAUCE, CHEDDAR, low sodium, Packed in 3.0 oz. cups, provides 1 M/MA for CN meal pattern. List any additives your firm may use in the Processing of this product: _____ _____	Case cost: \$ _____ Brand Name: _____ Brand No.: _____ Lb/bag: _____ Bags/case: _____  USDACheese lbs. used/case: _____
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**USDA CHEESE PROCESSING – EXTRUDED CHEESE STICKS, SLICES and SHREDS**  
**RESPONSE DOCUMENT**

FIRM NAME \_\_\_\_\_

**OPTION II** (See Section III, Paragraph G.1)

**Net off Invoice** (Note: Failure to price this option will NOT disqualify Contractor from award.)

- |    |            |   |  |
|----|------------|---|--|
| 1. | 1600 cases | MOZZARELLA STRING CHEESE, 1 oz. stick,<br>1 meat/meat alternate per stick, 168/case.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____            | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Oz/stick: _____<br>No./case: _____<br>USDACheese lbs.<br>used/case: _____    |
| 2. | 300 cases  | REDUCED FAT COLBY JACK CHEESE STICK,<br>1 oz. stick, 1 meat/meat alternate per stick, 168/case.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____ | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Oz/stick: _____<br>No./case: _____<br>USDACheese lbs.<br>used/case: _____    |
| 3. | 450 cases  | CHEDDAR CHEESE STICK, 1 oz. stick,<br>1 meat/meat alternate per stick, 168/case.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____                | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Oz/stick: _____<br>No./case: _____<br>USDACheese lbs.<br>used/case: _____    |
| 4. | 2200 cases | CHEESE, SLICED AMERICAN, .4 - .5 oz. slice,<br>4/5 lb. loaves/cs., 160 slices per loaf.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____         | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Oz/slice: _____<br>Slices/loaf: _____<br>USDACheese lbs.<br>used/case: _____ |

**USDA CHEESE PROCESSING – EXTRUDED CHEESE STICKS, SLICES and SHREDS**  
**RESPONSE DOCUMENT**

FIRM NAME \_\_\_\_\_

**ALTERNATE:**

- |                |  |  |
|----------------|--|--|
| 4A. 2200 cases | CHEESE, SLICED AMERICAN, low sodium,<br>.4 - .5 oz. slice, 160 slices per loaf, 4/5 lb. loaves/cs.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____ | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Oz/slice: _____<br>Slices/loaf: _____<br>USDACheese lbs.<br>used/case: _____ |
| 5. 100 cases   | CHEESE, SLICED WHITE AMERICAN, .4 - .5 oz. slice,<br>4/5 lb. loaves/cs., 160 slices per loaf.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____      | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Oz/slice: _____<br>Slices/loaf: _____<br>USDACheese lbs.<br>used/case: _____ |
| 6. 500 cases   | CHEESE, SHREDDED, MILD CHEDDAR,<br>4/5 lb. bags/cs.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____  | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Lb./bag: _____<br>Bags/case: _____<br>USDACheese lbs.<br>used/case: _____    |
| 7. 400 cases   | CHEESE, SHREDDED, MOZZARELLA,<br>4/5 lb. bags/cs.<br>List any additives your firm may use in the<br>Processing of this product:<br>_____<br>_____  | Case cost: \$ _____<br>Brand Name: _____<br>Brand No.: _____<br>Lb./bag: _____<br>Bags/case: _____<br>USDACheese lbs.<br>used/case: _____    |

**USDA CHEESE PROCESSING – EXTRUDED CHEESE STICKS, SLICES and SHREDS**  
**RESPONSE DOCUMENT**

FIRM NAME\_\_\_\_\_

**ALTERNATE:**

8A. 100 cases	CHEESE SAUCE, JALAPENO, low sodium, Packed in 3.0 oz. cups, provides 1 M/MA for CN meal pattern. List any additives your firm may use in the Processing of this product: _____ _____	Case cost: \$_____ Brand Name: _____ Brand No.: _____ Lb/bag: _____ Bags/case: _____  USDA Cheese lbs. used/case: _____
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**ALTERNATE:**

9A. 100 cases	CHEESE SAUCE, CHEDDAR, low sodium, Packed in 3.0 oz. cups, provides 1 M/MA for CN meal pattern. List any additives your firm may use in the Processing of this product: _____ _____	Case cost: \$_____ Brand Name: _____ Brand No.: _____ Lb/bag: _____ Bags/case: _____  USDA Cheese lbs. used/case: _____
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**USDA CHEESE PROCESSING – EXTRUDED CHEESE STICKS, SLICES and SHREDS**  
**RESPONSE DOCUMENT**

FIRM NAME\_\_\_\_\_

Please indicate the minimum delivery drop size: \_\_\_\_\_ cases.

Please indicate the required lead time per order: \_\_\_\_\_ days.

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

Receipt of Addenda numbered\_\_\_\_\_is hereby acknowledged.  
(fill in number of each addenda received)



Spokane Public Schools  
*excellence for everyone*

RETURN BID TO:

Purchasing Office  
2815 East Garland Ave.  
Spokane, WA 99207

FIRM NAME:\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE NO.\_\_\_\_\_ FAX NO.\_\_\_\_\_

BY (Please Print):\_\_\_\_\_

TITLE:\_\_\_\_\_

EMAIL:\_\_\_\_\_

**USDA CHEESE PROCESSING – EXTRUDED CHEESE STICKS, SLICES and SHREDS**  
**RESPONSE DOCUMENT**

FIRM NAME \_\_\_\_\_

**QUESTIONNAIRE**  
**(Form must be returned with response documents.)**

- |     |   |           |                          |
|-----|---|-----------|--------------------------|
| 1.  | Vendor must bid on all of the items listed except alternates  | Yes _____ | No _____                 |
| 2.  | Vendor shall supply periodic recaps of purchases by district and product as requested (not more than monthly).  | Yes _____ | No _____                 |
| 3.  | Vendor Hazard Analysis and Critical Control Points process/system has been Implemented and is on file for review by District representative if requested. (See Section III.E)                 | Yes _____ | No _____                 |
| 4.  | Vendor has passed USDA and any applicable state warehouse inspections.  | Yes _____ | No _____                 |
| 5.  | Does your firm have the ability to receive and track delivered USDA commodity products utilizing a Net Off Invoice tracking system? (A “no” response will not preclude your firm from award.) | Yes _____ | No _____                 |
| 6.  | Vendor affirms that the items being quoted on this solicitation are processed domestically and are grown domestically, or contain a minimum of 51% domestically grown products.               | Yes _____ | No _____                 |
| 7.  | Does your firm offer an internet based system whereby the district can track and manage their commodity account?  | Yes _____ | No _____                 |
| 8.  | Has your firm forwarded the samples referenced in Section III.B?  | Yes _____ | No _____                 |
| 9.  | Have references been included with your submittal? (See Section III.J)  | Yes _____ | No _____                 |
| 10. | Is your firm an approved USDA processor?  | Yes _____ | No _____                 |
| 11. | Has your firm provided an EPDS for each product and SEPDS with bid response? (See Section III.I.4)  | Yes _____ | No _____                 |
| 12. | Debarment certification form has been completed and returned with this response.  | Yes _____ | No _____                 |
| 13. | Processor will allow district access to unused commodity products at end of year. How many months will the district have to access unused commodities?  | Yes _____ | No _____<br>_____ months |
| 14. | Sample invoice has been provided with quotation (Section II.K).   | Yes _____ | No _____                 |

**Optional inquiry:**

- |     |  |           |          |
|-----|--|-----------|----------|
| 15. | Vendor agrees to extend pricing to districts who have entered into an Interlocal Agreements with Spokane Public Schools. (A “no” response will not preclude your firm from award.) | Yes _____ | No _____ |
|-----|--|-----------|----------|

**PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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

We further designate:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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

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

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN THIS SIGNED FORM WITH THE BID DOCUMENTS.  
FAILURE TO DO SO MAY DISQUALIFY YOUR FIRM.**