



S P O K A N E

DATE: July 2015
BID NO.: 19-1415
SECTION I
TELEPHONE NO.: 509.354.7127
BUYER: Pam Tatosky

REQUEST FOR BIDS ON:
**USDA CHEESE FOR PROCESSING INTO PIZZA
TYPE PRODUCTS**

BIDS ACCEPTED UNTIL:
2:00:00 P.M. PDT, Tuesday, July 14, 2015

PRICES F.O.B.:

CENTRAL WAREHOUSE
2815 East Garland Ave.
Spokane, WA 99207

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), 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. 19-1415
Projected Timeline

Date	Time	Event
May 8, 2015	2:30:00 p.m. PST	Samples due in Warehouse
June 22, 2015		Solicitation posted to District website only
July 7, 2015	Cut off for questions: 4:30 p.m. PDT	Questions may be asked, in writing, regarding solicitation
June 25 and July 2, 2015		Solicitation advertisement in newspaper of general publication (Spokesman Review)
July 14, 2015	2:30:00 p.m. PST	Formal public opening
		Evaluation period
August 12, 2015		Goes before School Board for approval

USDA CHEESE PIZZA PRODUCTS PROCESSING
GENERAL TERMS AND CONDITIONS

A. GENERAL

1. This Bid is for the purpose of soliciting pricing for the processing of USDA Cheese into Pizza Type Products and is issued by Spokane Public Schools. Any contract entered into as a result of this solicitation may 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 Quotation. Declining this term will not exclude your firm from award consideration.
2. Modifications to Scope: Spokane Public Schools reserves the right to modify this Contract by mutual agreement between Spokane Public Schools and the Contractor, so long as such modification is substantially within the scope of the original Contract and the products being requested are USDA approved. 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 bid, Spokane Public Schools will limit each product's expenditure to \$5,000 per purchase. 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. Spokane Public Schools reserves the right to access individual items that are not specifically named in this bid, but are listed on each awarded vendor's approved Summary End Product Data Schedule (SEPDS) products so long as the district does not expand the number of pounds of USDA product diverted and approved in a given school year.
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 all or any 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. Interlocal Agreements with Other Agencies:

Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. By initialing inquiry in Section IV (see Attachment B); vendor agrees to sell additional items at the bid price, terms and conditions to other governmental agencies (not agreeing to this term will not preclude your firm from award). Spokane Public Schools accepts no responsibility for the payment of the purchase price by other governmental agencies.

4. Contract Duration:

Contracts executed as a result of this solicitation shall be effective from the date of school board award through June 30, 2016.

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, 2021, subject to terms and conditions agreed upon in the bid document (See Section IV).

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. 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.

F. 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.

G. DELIVERY

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

H. 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.

I. WARRANTY

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

J. 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.

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

USDA CHEESE PIZZA PRODUCTS PROCESSING
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. Other USDA Foods that are available for diversion to the successful vendor may be considered as a part of the products accessed by this bid.

B. **PRODUCT SAMPLING: VENDORS QUALIFYING TO BID**

A blind student/staff taste test was conducted on May 15, 2015, at Rogers High School in Spokane, Washington. Ten out of eighteen USDA approved processors participated in this sampling. Two district Purchasing and Nutrition Services staff supervised the blind taste test to ensure product anonymity. This test was strictly for the purpose of identifying the best quality product(s), with either judged acceptable or unacceptable. While the taste test only identified six products that were used for testing, this bid will contain close to 15 products. The assumption that was used is that if the tasters liked the crust, sauce, cheese and (in some cases) the pepperoni on one particular shape/size of pizza, that a similar formula (therefore, the similar taste) will be used on other products processed by that vendor regardless of their shapes and sizes.

The scoring sheet was simple and direct; each product (in the taster's opinion) was deemed either "good", "okay", or "bad". Good was described as "You would probably buy this product if it was offered on the line"; Okay meant "You may or may not take this product depending on what else was being offered"; and Bad was defined as "You would literally have to be starving to death before you'd ever eat this product again". Using this terminology, a score of 3 points was awarded for each "Good", 1 point was awarded for each "Okay", and 1 point was subtracted for each "Bad". For a vendor to be deemed acceptable, and therefore eligible to proceed to the next phase of the solicitation process (i.e., this Invitation to Bid), the products submitted by each processor needed to have a total aggregate positive score.

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 regulation change.

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 2015-2016 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. 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.
4. 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.**

July 2015
Bid No. 19-1415
SECTION IV

USDA CHEESE PIZZA PRODUCTS PROCESSING
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 specification items if bidding alternate but 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: Please respond on Excel Spreadsheet

OPTION II (See Section III, Paragraph G.2)

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

USDA CHEESE PIZZA PRODUCTS PROCESSING
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 bid 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: _____

SIGNATURE: _____

USDA CHEESE PIZZA PRODUCTS PROCESSING
RESPONSE DOCUMENT

FIRM NAME _____

QUESTIONNAIRE
(Form must be returned with response documents.)

- | | | | |
|-----|---|-----------|--------------------------|
| 1. | Vendor shall supply periodic recaps of purchases by district and product as requested (not more than monthly). | Yes _____ | No _____ |
| 2. | 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 _____ |
| 3. | Vendor has passed USDA and any applicable state warehouse inspections. | Yes _____ | No _____ |
| 4. | 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 _____ |
| 5. | 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 _____ |
| 6. | Does your firm offer an internet based system whereby the district can track and manage their commodity account? | Yes _____ | No _____ |
| 7. | Have references been included with your submittal? (See Section III.J) | Yes _____ | No _____ |
| 8. | Has your firm provided an EPDS for each product and SEPDS with bid response? (See Section III.I.4) | Yes _____ | No _____ |
| 9. | Debarment certification form has been completed and returned with this response. | Yes _____ | No _____ |
| 10. | 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 _____
_____ months |
| 11. | Sample invoice has been provided with quotation (Section II.K). | Yes _____ | No _____ |

Optional inquiry:

- | | | | |
|-----|--|-----------|----------|
| 12. | 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.**