



Spokane Public Schools
excellence for everyone

DATE: January 2017
RFP NO.: 20-1617
SECTION I
TELEPHONE NO.: 509.354.7174
BUYER: Barb Carson

REQUEST FOR PROPOSALS (RFP) ON:
PROCESSING WITH USDA CHICKEN

PRICES F.O.B.:
CENTRAL WAREHOUSE
2815 East Garland Ave.
Spokane, WA 99207

RFPs ACCEPTED UNTIL:
2:00:00 P.M. PST, Friday, February 17, 2017

STANDARD TERMS AND CONDITIONS

RFP COMPLETION: RFPs must be completed insofar as possible on the enclosed RFP 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**. RFPs received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of RFPs cannot be accepted unless otherwise indicated in the attached specifications.) RFPs will be opened at the time and date designated above.

RFP PRICING: Unless otherwise specified, all prices shall be for new products F.O.B. destination. **Tie-ins** will be considered where advantageous. Prices provided shall include all handling and packaging costs. Those submitting RFPs 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.

RFP CHANGES OR WITHDRAWAL: All changes and erasures must be made before RFP opening time and initialed. Respondent may not withdraw their RFP after the RFP 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 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.

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 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 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 RFP opening meeting should contact Barb Carson, Purchasing Services, by email (barbca@spokaneschools.org), by phone (509-354-7186), 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.

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE: Under the Washington State Public Records Act, Chapter 42.56 RCW ("Public Records Act"), public records include, but are not limited to, bid or proposal submittals, agreement documents, contract work product, or other bid or proposal material. The Public Records Act requires that SPS promptly disclose public records upon request unless the Public Records Act or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (reference RCW 42.56 and RCW 19.108). Proposers must be familiar with the Public Records Act and the limits of record disclosure exemptions. If any of the records you are submitting to SPS as part of your submittal are exempt from disclosure pursuant to a specific exemption, clearly and specifically identify each record and the specific exemption(s) that may apply. (If you are awarded an SPS contract, the same exemption designation will carry forward to the contract records.) Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria. Only the specific records or portions of records properly identified by you as exempt will be considered for exemption. All other records will be considered fully disclosable upon request. The SPS will not assert an exemption from disclosure on your behalf. SPS will not withhold materials from disclosure simply because you take the position that they are exempt, but instead reserves the right to make its own determination. If SPS receives a public disclosure request for any records you have specifically listed as exempt, SPS may notify you of the request and, while not legally obligated to do so, may temporarily postpone disclosure in order to allow you to file a court injunction to prevent SPS from releasing the records (reference RCW 42.56.540). If you fail to obtain a court order, SPS will release the documents. By submitting a qualification packet the respondent acknowledges the obligations herein and acknowledges that SPS has no obligation or liability to the respondent if records are disclosed.

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 RFPs should be directed to the Purchasing Department, (509) 354-7174.

RFP No. 20-1617
Projected Timeline

Date	Time	Event
January 31, 2017		Solicitation published and posted to District website
January 31 – February 10, 2017		Questions may be asked, in writing, regarding solicitation
January 31 & February 7, 2017		Solicitation advertisement in newspaper of general publication (Spokesman Review)
February 17, 2017	2:00:00 p.m. PST	Public opening solely to name the Firms that submitted Proposals
February 22-24, 2017		Evaluation and taste testing period
March 8, 2017		School Board approval

PROCESSING WITH USDA CHICKEN
GENERAL TERMS AND CONDITIONS

A. GENERAL

1. Scope: This RFP is for the purpose of soliciting pricing for Chicken Processing utilizing United States Department of Agriculture (USDA) Chicken and is issued by Spokane Public Schools. Only those vendors who are approved as USDA processors are eligible to submit on this solicitation.
2. Product Access and Modifications to Scope: This RFP is a prime vendor agreement between the Spokane Public Schools and the contractor who is awarded this RFP. Spokane Public Schools will have access to all approved contractor Summary End Product Data Schedule (SEPDS) items. If the Spokane Public Schools is not able to utilize the prime vendor option then the district reserves the right to modify this Contract by mutual agreement between Spokane Public Schools and the Contractor, so long as such modification is not more than 20% of the entire estimated Contract value. This will allow the Nutrition Services department to choose a maximum of 24 individual USDA approved items (8 over the 16 identified in Section IV of this RFP document) which may also include newly introduced USDA approved products. Such modifications will be evidenced by issuance of a written authorized amendment by Spokane Public Schools Purchasing Department. 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 (in the specifications spreadsheet) 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 contractor with the highest score based on the RFP Evaluation Criteria (Section III, paragraph M). **This is an ALL OR NONE SOLICITATION for Processing Services utilizing USDA Chicken.** Therefore, in order to be given consideration for award, you MUST SUBMIT PRICING ON ALL REQUIRED ITEMS HIGHLIGHTED IN LIGHT BLUE AND AT LEAST 13 OF 16 THE ITEMS OR THEIR ALTERNATES listed in Section IV. Price scoring will be based on items specified. (See Section III, paragraph M for complete evaluation criteria.)

Award of Contract by Spokane Public Schools is anticipated to be March 8, 2017. Spokane Public Schools reserves the right to reject any or all submittals, to award in the best economic

interest of Spokane Public Schools, 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 Spokane Public Schools

3. Form of Contract: The contract between the parties, once completed by the parties concerned, shall be the Spokane Public Schools solicitation specifications, the Response Documents as signed by the Contractor, together with the purchase order signed by Spokane Public Schools and any other contract documentation required by this RFP.

4. Contract Duration: Contracts executed as a result of this solicitation shall be effective upon award through June 30, 2018. Spokane Public Schools 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, 2022, subject to contract terms and conditions. Pricing shall remain firm through the initial one-year contract term as well as all four optional renewal terms unless otherwise agreed upon as provided for in Section II, Paragraph J below.

C. PREPARATION OF THE RFP

1. Examination of the Specifications: Contractors shall thoroughly examine and be familiar with the specifications. Failure of any respondent 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, Contractor is requested to immediately notify Barb Carson, Purchasing Services, Spokane Public Schools at barbca@spokaneschools.org. If necessary, Spokane Public Schools will issue a written interpretation of the solicitation as an addendum to all contractors. It is the responsibility of each contractor 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 after February 10, 2017 cannot be answered. All addenda issued will become part of the basic RFP and any contract that may result there from.

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): Proposals 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. Also note that erasures, interlineations or other corrections must be initialed by the persons signing the response document.

Contractors should prepare their responses by entering unit and extended prices in the spaces following each Item on the Response Document. The unit price for each Item proposed shall include packaging. 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 RFPs: All RFPs 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. Modification of Solicitation: No oral modifications will be considered for any response submitted.

6. Withdrawal of Response: No Respondent may withdraw an RFP 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.

7. Federal Restrictions on Lobbying: By responding, the Respondent certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, to any person 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

D. LIQUIDATED DAMAGES

Spokane Public Schools has an immediate requirement for the materials, equipment or services specified herein. Respondents are urged to give very careful consideration to Spokane Public Schools delivery requirements and the manufacturer's production capabilities when establishing a delivery date(s).

Liquidated damages in this solicitation are defined as the cost to procure locally, or on the open market, the replacement on any rejected or undelivered contract items. The Contractor covenants and agrees that in the event suit is instituted by the purchaser for any non-performance, breach or default on the part of the contractor, and the Contractor is adjudged by a court of competent jurisdiction, Contractor shall pay purchaser all costs, expense expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

E. FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of

the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: Spokane Public Schools reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against Spokane Public Schools.

F. CONFLICT OF INTEREST

Spokane Public Schools 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.

G. MANDATORY DISPUTE RESOLUTION PROCEDURE

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Solicitation, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

H. INTERLOCAL AGREEMENTS

Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. Vendor may agree to sell additional Items at the RFP price, terms and conditions to other governmental agencies (See **Attachment A**). Spokane Public Schools accepts no responsibility for the payment of any purchase by other governmental agencies. If minimum quantities are required by other agencies to receive the RFP pricing, please indicate this on your response form. Spokane Public Schools will not be responsible for, nor does it guarantee any Contract participation by other districts, which shall be voluntary, with no guaranties either expressed or implied that all or any of these districts will participate. In all instances where this contract is accessed, initiation with additional districts will be at the sole discretion of those districts listed in **Attachment A**.

I. PRICE ADJUSTMENTS

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 increase. Price adjustments may be taken into consideration by the Purchasing Department when determining whether to extend this Contract. Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Under no circumstances shall any cost increase be applied retroactively.

Contractors shall not make extensions contingent on price adjustments.

Documentation must be based on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of Spokane Public Schools and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Purchasing Department of any price adjustment granted by Spokane Public Schools, and such price increases shall be set forth in a written amendment to the contract. Price increases granted by Spokane Public Schools shall remain unchanged for the fiscal period thereafter (the period between July 1 and June 30 of the following year), and no request for additional adjustments in price will be considered during the balance of that fiscal year. Likewise, during the contract period, price decreases at manufacturer's and wholesaler's levels shall be passed on dollar for dollar to the district(s) retroactive to the date they were effective to the vendor.

J. INDEMNIFICATION

The Contractor shall defend, indemnify, hold and save harmless Spokane Public Schools, their agents, representatives and employees ("Indemnitees") from all loss, damage, liability, claims, allegations or expenses (including attorney fees and all expenses of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to

any real or personal property, caused by or resulting from any act or omission relating to or arising from Contractor's discharge of its responsibilities contained in this contract regardless of whether such conditions result from negligence of Spokane Public Schools. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnitee within the scope of the Contractor's said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnitee in successfully enforcing the obligation of this Paragraph shall be paid by the contractor.

The Contractor further agrees that its defense, indemnity and hold harmless obligations shall apply to claims made by its own employees against an Indemnitee, but in that instance only to the extent of the Contractor's own negligence or fault in whole or part causing the claimant's damages. To that extent, the Contractor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW.

K. DELIVERY

All products for Spokane Public Schools, including the samples discussed in Section III paragraph B "PRODUCT SAMPLING," shall be clearly labeled with vendors name and **USDA RFP. No. 20-1617 SAMPLES**. Samples are to be delivered FOB to the Spokane Public Schools site shown below.

Central Warehouse
2815 E. Garland Avenue
Spokane, WA 99207

The District reserves the option of choosing the "Net Off Invoice" or Indirect Sales Discount method. Should this be the selected method, all products (with the exception of the "PRODUCT SAMPLING" items) will be delivered FOB to the District's prime vendor. The inability of a Contractor to provide this type of delivery service will not exclude them from consideration for award.

L. FAIR TRADE/DISCOUNTS

The supplier shall warrant that any cash discount offered to Spokane Public Schools 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 prices proposed. 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.

M. INVENTORY REDUCTIONS

Non-Substitutable Commodity Foods: For all end products utilizing a non-substitutable USDA Commodity, the amount of USDA Commodity actually contained in the end product as identified in the SEPDS shall be the only basis for inventory reduction on the monthly

performance report. The reduction in inventory can be shown only after there has been pass through to Spokane Public Schools of the value of the USDA Commodity.

N. TRANSFERS OF USDA COMMODITY FOODS

USDA Commodity may be transferred only with the concurrence of the Office of Superintendent of Public Instruction (OSPI) or the USDA Food and Nutrition Service, if applicable. All transfers of USDA Commodity shall be documented. Such documentation shall be maintained in accordance with Section II, par O.

O. PERFORMANCE REPORTING

The Processor shall submit monthly reports pertaining to relative performance to Spokane Public Schools and OSPI postmarked, transmitted electronically, or have such available by website no later than 30 days after the close of the reporting period. **If no activity took place during the reporting month, a performance report shall be submitted to reflect no activity.**

Spokane Public Schools will monitor Processors to ensure that the quantity of USDA Commodity on hand does not exceed a six-month supply based on the Processor's average monthly usage.

Processors failing to submit monthly performance reports within the established time limits may be considered in noncompliance with this Agreement which may result in Liquidated Damages and/or Agreement termination by Spokane Public Schools.

Monthly performance reports shall be submitted only in an OSPI approved format (provide a sample report with RFP response), which shall include:

1. USDA Commodity inventory at the beginning of the reporting period;
2. Total quantity of USDA Commodity received during the reporting period specifying the sources of such USDA Commodity such as backhaul from Spokane Public Schools or OSPI, direct shipments arranged by OSPI, and/or transfers into OSPI or Spokane Public Schools account and year to date totals;
3. Total number of units/cases of approved end products by product identification code or brand name delivered to Spokane Public Schools during the reporting period for which Spokane Public Schools has received;
4. Total number of pounds of USDA Commodity reduced from inventory and year to date totals;
5. USDA Commodity inventory at the end of the reporting period;
6. A certification statement that sufficient USDA Commodity is in inventory or on order for the next production cycle to account for quantities needed for production of end product for Spokane Public Schools processing contracts and that the Processor has on hand or on order adequate quantities of foods purchased commercially to meet the Processor's production requirements for commercial sales.

P. WARRANTY

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

Q. INVOICE

The supplier shall submit an itemized invoice after delivery of food products including an itemized inventory report for any unused USDA diversion. Payment for inaccurate invoices shall be held by Spokane Public Schools 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 RFP response.**

R. MANNER OF PAYMENT

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

S. ADDITIONAL PRODUCT ORDERS

Spokane Public Schools reserves the right to order any other USDA approved product items not specifically named on this solicitation within the limits of this RFP (See Section II, paragraph A.2). Please supply a complete list of all USDA approved products processed by your firm with the RFP submission. For additional district informational purposes, the corresponding pricing for each of these USDA approved products based on an order of 200 cases of any given product would be appreciated. The pricing component of this request is optional and failure to provide will **not** disqualify the vendor from award. New or reformulated products proposed by Contractor must meet the requirements established in this solicitation document or subsequent revisions. If approved by Spokane Public Schools the new products will be added to the Contract by written amendment.

T. PRICE DECREASES

If, during any term of the awarded Contract, lower prices and rates become effective for like quantities of products under similar terms and conditions through reduction in Manufacturer's or Contractor's list prices, promotional discounts, or other circumstances, Spokane Public Schools must be given immediate benefit of such lower prices and rates.

U. INSURANCE

During the term of this Agreement, contractor shall maintain in force at its own expense, General Liability Insurance on an occurrence basis, with a combined single 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 indemnity provided under this Agreement;

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 Contractor to Spokane Public Schools. Contractor shall furnish acceptable insurance certificates. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level.

V. RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by Spokane Public Schools and/or OSPI, personnel duly authorized by Spokane Public Schools or OSPI, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of contract, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

W. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

X. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Spokane Public Schools and/or OSPI when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

Y. CONTRACT FORMATION

A submission in response to this solicitation is an offer to contract with Spokane Public Schools. Proposals become a contract only when legally awarded and accepted in writing by SPS.

Z. CONTRACT INFORMATION AVAILABILITY AFTER AWARD

After school board approval of award, information regarding results of the solicitation may be obtained by accessing the SPS solicitation website: <http://www.spokaneschools.org/solicitations>.

AA. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Contractor.

PROCESSING WITH USDA CHICKEN
TECHNICAL SPECIFICATIONS

A. GENERAL

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

B. PRODUCT SAMPLING

USDA certified preproduction commodity samples must be supplied by **2:00 p.m. PST, February 21, 2017**. These samples must be accompanied by a USDA Certification. Also, samples must be clearly labeled on the outside with vendor name, **USDA RFP. No. 20-1617 SAMPLES** and arrive frozen to:

Spokane Public Schools Central Warehouse
Attn: Alex Navarrete
2815 E. Garland Avenue
Spokane, WA 99207

Samples must be supplied for each product indicated in **Attachment B**. Contractor must submit one complete case of each requested product indicated for evaluation purposes. Samples **MUST** be in the same full case packaging representative of the products that would be received if contractor is awarded bid. **NOTE: Failure to provide at least one item (either A, B or both) from all requested sample product item numbers for testing may result in bidder disqualification.**

C. PRODUCT PACKAGING AND LABELING

Certificates of Nutritional content or evidence of Child Nutrition (CN) Labeling Program approval and grading for all USDA products MUST be sent to Nutrition Services Department prior to shipping product. 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. This includes the samples discussed in Paragraph B above.

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 Nutrition Services 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. NUTRITIONAL REQUIREMENTS

Each product provided must be CN labeled or a Certificate of Nutritional Content (See Section III, paragraph C above). Additionally, products provided must meet the following USDA school lunch program meal patterns:

Each individual serving item must contain:
- 2 Meat/Meat Alternate

The commodity item to be diverted and processed is approximately 120,000 pounds of USDA chicken. Mostly large bird 100103. Some small bird 100100 may be diverted for 8 piece bone in chicken.

E. CHANGE OF REGULATIONS

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

F. 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 Spokane Public Schools, 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 Spokane Public Schools representatives if requested.

G. DISTRIBUTION OPTIONS

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

1. Fee-For-Service (FFS) - Spokane Public Schools is invoiced directly from processor on a per pound/case basis excluding the value of the commodity. Shipment will be made directly to Spokane Public Schools' warehouse. Contractor will need to indicate on Response Document, Page 26, Question No. 18, the minimum delivery drop size for the Fee For Service Option (Number of cases or shipment pounds)

2. Net Off Invoice (NOI) or Indirect Sales Discount - Spokane Public Schools 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 an 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 a school year, the processor will hold that product at no additional cost to Spokane Public Schools for a period of time as agreed upon by Spokane Public Schools and processor for use during the next school year.

Contractor's inability to provide the second method of distribution will not disqualify them from this solicitation process. The District reserves the option of the different pricing structures of these two different distribution methods.

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 Contractor must provide an easily accessible (website preferable) means for Spokane Public Schools to access the specific location of lot number and item code location on products. Contractors 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, Spokane Public Schools is unable to provide an exact amount of any product to be processed. It is anticipated that the shipment for Spokane Public Schools will be approximately 120,000 lbs. annually based solely on the district's needs. Contractor 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 Chicken commodities. The product must have proper USDA certification.
3. **Summary End Product Data Schedules (SEPDS):** Summary end product data schedules must have prior approval from the USDA Food and Nutrition Service (FNS). 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 proposed pricing.
4. **Safety and Health:** All products proposed 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. Respondents must represent that all products proposed have been manufactured in compliance with Federal, Washington 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. The Contractor shall hold harmless Spokane Public Schools from any liability claim or expense, including but not limited to 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 Spokane Public Schools for such costs incurred on product which has tested positive for harmful bacteria.
5. **Processing Inspection:** Contractor shall provide right of access to its facilities to Spokane Public Schools and/or OSPI, and/or any of Spokane Public School's or OSPI's officers or authorized agent(s) and/or official of the State of Washington or the Federal Government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

J. SANITATION/SHIPPING REQUIREMENTS

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°F to 10°F. All products are subject to a temperature test before acceptance.

K. PRODUCT INSTRUCTIONS

Heating/cooling instructions must be attached to or included in each case/carton of shipment. It shall include proper cooking/re-thermalization methods, specifically times and temperatures using:

1. Conventional Ovens
2. Convection Ovens
3. Microwave Ovens at 1200 watts
4. Other recommendations such as stirring, turning or rotating products during the cooking process shall also be included.

L. REFERENCES

Respondents 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.

M. EVALUATION AND AWARD

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 product 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 90 points possible) which are:

- | | |
|---|-----------|
| • Pricing | 40 Points |
| • Admin, Staff, Student Sample Evaluation | 35 Points |
| • Reference Checks | 10 Points |
| • Packaging & Preparation | 5 Points |

1. Minimum Qualification Criteria to be eligible for Award (failure to meet any of the following three qualifications will render the contractor non-responsive):
 - a. Meet or exceed all USDA, Washington State and OSPI processing 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 13 of 16 Items and MUST provide pricing on any required items noted in light blue and **BOLD** as requested in Section IV (To qualify for this

provision, only one item per item number needs to be priced, however, price as many within the item number as your firm supplies.)

2. **Pricing Evaluation (40 points)** will be based on overall pricing for all products on the RFP specification. Low price will be calculated on a per serving cost from the contractor's Net Case Cost which will then be extended to a uniform case price based on 96 servings per case.

Item Number	Vendor	Qty	Net Cost/Case	Servings/Case	Cost/Serving	Multiplied by 96	Cost/96 Case
1	ABC	1800	45.00	48	\$.9375	X 96	\$90.00
1	DEF	1800	67.00	72	\$.9306	X 96	\$89.34
1	GHI	1800	55.00	60	\$.9167	X 96	\$88.00
2	ABC	2400	62.00	60	\$1.033	X 96	\$99.20
2	DEF	2400	79.00	72	\$1.097	X 96	\$105.33
2	GHI	2400	92.00	96	\$.9583	X 96	\$92.00

If the RFP was based on only the two items above, the cost per case of 96 will be multiplied by the historic quantities indicated in the quantity column of Section IV response document. In this example, the overall pricing results would be:

	<u>Item 1</u>	<u>Item 2</u>	<u>Overall Total</u>
Vendor ABC:	\$162,000.00	\$238,080.00	\$400,080.00
Vendor DEF:	\$160,812.00	\$252,792.00	\$413,604.00
Vendor GHI:	\$158,400.00	\$220,800.00	\$379,200.00

Vendor GHI would be deemed the low respondent and receive all 40 possible points for pricing. The other vendors would be given a score based on their percentage of cost above the lowest contractor. In this case, Vendor ABC would receive 37.8 points and Vendor DEF would receive 36.4 points.

3. **Acceptable taste test outcome (35 points):** Respondents must supply the samples as noted in Section III, paragraph B and in Section IV. Each item sample will be evaluated by the district administrative team, the district kitchen staff and a taste test with district staff and representatives of the student body.
 - a. Administrative/Kitchen Staff Review – 15 points possible
 - b. Staff and Student Taste Test (60% of testers must rate this product acceptable for the school meal program) – 20 points possible

Points will be awarded as follows:

Administrative/Kitchen Staff Review: Points will be awarded based on established rubric.

Student and Staff Taste Test – The vendor who receives the highest percentage over the lowest acceptable percentage of 60% will receive all 15 possible points for Overall Product Quality. The other vendors will be given a score based on their percentage of customer quality rating below the highest ranked contractor. In this case, Vendor GHI scored the full 15 points based on a high quality approval score of 82%; Vendor ABC would be next with 14.3 points awarded for their score of 78% and Vendor DEF would come in last with 13.2 points for an acceptable percentage of 72%.

	Appearance	Taste	Overall Quality	Score
Vendor ABC	7.8	7.2	14.3	29.3
Vendor DEF	6.0	6.2	13.2	25.4
Vendor GHI	6.9	8.8	15.0	30.7

4. **Reference Checks (10 points):** References will be evaluated on the answers received from reference contacts (from references provided by contractor and from other customers contacted by the district) and Spokane Public Schools’ previous experience with the contractor that will include, but not be limited to, the following issues:
- a. Contractor products
 - b. Contractor reliability and customer service
 - c. Contractor responsiveness when issues arise
 - d. Contractor invoicing and on-line services
 - e. Ease of interpreting invoice
 - f. Web resources and the ability to navigate
 - g. Interface with warehouse and Net Off Invoice tracking

Scoring will be based on a list of specific questions posed to each reference contact. It is up to each contractor to provide reference contacts that will respond to Spokane Public Schools’ reference request. **If a reference contact call is made and no return call is made it is possible that the contractor will receive zero points for that reference.**

5. **Product Packaging and Ease of Use (5 points):** 1 point will be awarded for each of the following criteria; these criteria will be evaluated by kitchen and district Nutrition Services staff:
- a. Ease of use: Packaging material, product separation.
 - b. Product spoilage or breakage
 - c. Clarity of cooking directions
 - d. Pre-scored or cut products and portion consistency
 - e. Out of oven quality.

Final award calculation:

Vendor	Minimum Qualification	Pricing Analysis	Taste Evaluation	Reference Checks	Package & Use	Total Score
Vendor ABC	Yes	37.8	29.3	7.0	4.1	78.2
Vendor DEF	Yes	36.4	25.4	8.1	4.2	74.1
Vendor GHI	Yes	40.0	30.7	6.9	3.8	81.4 [^]

[^] - In the sample presented above, Vendor GHI would be awarded this particular contract.

FIRM NAME _____

January 2017
RFP 20-1617
SECTION IV

PROCESSING WITH USDA CHICKEN

RESPONSE DOCUMENT

Bids are subject to all requirements furnished with this response document. By signing bid document, 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 RFP TO:

Purchasing Office
2815 East Garland Ave.
Spokane, WA 99207

FIRM NAME: _____
ADDRESS: _____ _____
PHONE NO. _____ FAX NO. _____
BY (Please Print): _____
TITLE: _____
EMAIL: _____
SIGNATURE: _____

FIRM NAME _____

January 2017
RFP 20-1617
SECTION IV

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

Name: _____

Title: _____

Telephone Number: _____

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ELIGIBILITY 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 RFP DOCUMENTS.
FAILURE TO DO SO MAY DISQUALIFY YOUR FIRM.**

FIRM NAME _____

January 2017
RFP 20-1617
SECTION IV

PROCESSING WITH USDA CHICKEN
RESPONSE DOCUMENT

VENDOR MINIMUM QUALIFYING FACTORS

- 1. Vendor must bid all required items and on 13 of 16 of the items listed, alternates may be considered Yes _____ No _____
- 2. Vendor shall supply monthly reporting as requested and a sample report is included (See Section II, par O). Yes _____ No _____
- 3. Hazard Analysis and Critical Control Points has been implemented and is on file for review by District representative if requested. Yes _____ No _____
- 4. Vendor has passed USDA and applicable state warehouse inspections. 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 electronic or internet based system whereby the district can track and manage their commodity account? Yes _____ No _____
- 7. Has your firm forwarded the samples and nutrition information referenced in Section III, par B? Yes _____ No _____
- 8. Have references been included with your submittal? (See Section III, par L) Yes _____ No _____
- 9. Is your firm an approved USDA processor? Yes _____ No _____
- 10. Has your firm provided a "Summary End Product Data Schedule" with bid? (Section III, Paragraph I.3) Yes _____ No _____
- 11. Debarment certification form has been completed and returned with this response. Yes _____ No _____
- 12. 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
- 13. Sample invoice and Billing Statement has been provided with RFP (Section II, par Q). Yes _____ No _____
- 14. Is a list of all USDA approved product items processed at your firm attached to your submission? (Pricing of these items is optional.) Yes _____ No _____
- 15. Do all products meet or exceed the nutritional guidelines per Section III, par D? Yes _____ No _____

or negative reaction to product sampling may also disqualify vendor.

Failure to answer all questions above with a yes and supply requested information or failure to provide required service shall result in disqualification of vendor. Unsatisfactory reference checks

FIRM NAME _____

January 2017
RFP 20-1617
SECTION IV

Optional inquiry:

16. Vendor agrees to extend pricing to districts that have entered into an Interlocal Agreement with Spokane Public Schools.

Yes _____ No _____

17. Does your firm have the ability to receive and track delivered USDA commodity products utilizing a Net Off Invoice tracking system?

Yes _____ No _____

18. What is the minimum deliver drop size for the Fee for Service Options? (Number of case or shipment pounds)

Case _____ Pds _____

19. Required Lead Time for deliveries _____

20. NOTE: ALLERGEN FREE: Confirm that your 100% Chicken products are free of the major allergens (eggs, soy, wheat, gluten, milk, fish, shellfish, nuts, tree nuts). If your 100% Chicken product is NOT allergen free, note the allergens contained in each product.

Confirm: Yes _____ No _____

Allergens: _____

ATTACHMENT A

DISTRICTS WITH INTERLOCAL AGREEMENTS

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

ATTACHMENT B

LIST OF SAMPLING PRODUCT

- 1. Chicken Nuggets, Whole Grain Breaded**

- 3. Chicken Patty, Whole Grain Breaded**

- 4. Chicken Patty, Roasted Unbreaded**

- 6. Chicken Tenders, Whole Grain Breaded**

- 9. Chicken Meat, Fajita Seasoned, Unbreaded**

- 11. Chicken Meat, Diced or Shredded, Unseasoned**

- 12A. Chicken, Roasted 8 Piece or Equivalent**

SPOKANE PUBLIC SCHOOL DISTRICT 81

PROCESSING with USDA CHICKEN

Section IV - FEE FOR SERVICE

VENDOR RESPONSE INFORMATION

VENDOR NAME:

VENDOR REPRESENTATIVE:

LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
750		CHICKEN NUGGETS, TRADITIONAL WHOLE GRAIN BREADED	TOTAL CASE WEIGHT (IN POUNDS)	30.00	SERVINGS PER CASE	158.00
		AVERAGE ~5 CN FULLY COOKED WHOLE GRAIN BREADED NUGGET SHAPED CHICKEN PATTIES AT ~0.60 OUNCES EACH PROVIDES 2 OUNCES MEAT/MEAT ALTERNATE. 1 BREAD SERVING AND 2 GRAMS OF DIETARY FIBER FOR CHILD NUTRITION MEAL PATTERN REQUIREMENT. FULLY COOKED ON LABELED CHICKEN NUGGETS MUST CONTAIN ZERO GRAMS TRANS FAT. USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT.	TOTAL CALORIES PER SERVING	180	SERVING SIZE (IN OUNCES - SERVINGS PER CASE / CASE WEIGHT)	3.04
			TOTAL % FAT PER SERVING	50	USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	26.25
			TOTAL FAT PER SERVING (IN GRAMS)	10	GROSS CASE WEIGHT (IN POUNDS)	29.50
			SODIUM PER SERVING (IN MILLIGRAMS)	535	GROSS CASE COST	\$ 42.50
			DIETARY FIBER PER SERVING (IN GRAMS)	2	COMMODITY PASS-THROUGH VALUE PER CASE	\$ 31.05
			SOY PROTEIN % PER SERVING	1.50		
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE	2.00	NET CASE COST	\$ 11.45
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING	1.00	COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	\$ 0.07
		PROVIDE VENDOR CODE FOR THIS ITEM -->:			EXTENDED PRICING (COST PER SERVING X 150 SERVINGS X ESTIMATED USAGE)	\$ 8,152.69

SAMPLE

LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
1	375	CHICKEN NUGGETS, TRADITIONAL WHOLE GRAIN BREADED	TOTAL CASE WEIGHT (IN POUNDS)		SERVINGS PER CASE	
		AVERAGE ~5 CN FULLY COOKED WHOLE GRAIN BREADED NUGGET SHAPED CHICKEN PATTIES AT ~0.60 OUNCES EACH PROVIDES 2 OUNCES MEAT/MEAT ALTERNATE. 1 GRAIN SERVING AND 2 GRAMS OF DIETARY FIBER FOR CHILD NUTRITION MEAL PATTERN REQUIREMENT. FULLY COOKED ON LABELED CHICKEN NUGGETS MUST CONTAIN ZERO GRAMS TRANS FAT. USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT. GOLD KIST 612100 or 615300 OR TYSON 70364-928	TOTAL CALORIES PER SERVING		SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	
			TOTAL % FAT PER SERVING		USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	
			TOTAL FAT PER SERVING (IN GRAMS)		GROSS CASE WEIGHT (IN POUNDS)	
			SODIUM PER SERVING (IN MILLIGRAMS)		GROSS CASE COST	
			DIETARY FIBER PER SERVING (IN GRAMS)		COMMODITY PASS-THROUGH VALUE PER CASE	
			SOY PROTEIN % PER SERVING		NET CASE COST	
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE		COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING		EXTENDED PRICING (COST PER SERVING X 150 SERVINGS X ESTIMATED USAGE)	
		PROVIDE VENDOR CODE FOR THIS ITEM -->:				

SPOKANE PUBLIC SCHOOL DISTRICT 81

PROCESSING with USDA CHICKEN

Section IV - FEE FOR SERVICE

VENDOR RESPONSE INFORMATION

VENDOR NAME:

VENDOR REPRESENTATIVE:

LINE ITEM

ESTIMATED NEED IN CASES

DESCRIPTION

PRODUCT INFO

VALUE

PRODUCT INFO

VALUE

2

5

CHICKEN FRY OR STICK, WHOLE GRAIN BREADED

TOTAL CASE WEIGHT (IN POUNDS)

SERVINGS PER CASE

AVERAGE ~5 CN FULLY COOKED BREADED FRY SHAPED CHICKEN AT ~0.60 OUNCES EACH PROVIDES 2 OUNCES MEAT/MEAT ALTERNATE, 1 GRAIN SERVING FOR CHILD NUTRITION MEAL PATTERN REQUIREMENT. FULLY COOKED CN LABELED CHICKEN NUGGETS MUST CONTAIN ZERO GRAMS TRANS FAT. USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT. GOLD KIST 49913 - OR TYSON 70367-9228

TOTAL CALORIES PER SERVING

SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)

TOTAL % FAT PER SERVING

USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)

TOTAL FAT PER SERVING (IN GRAMS)

GROSS CASE WEIGHT (IN POUNDS)

SODIUM PER SERVING (IN MILLIGRAMS)

GROSS CASE COST

DIETARY FIBER PER SERVING (IN GRAMS)

COMMODITY PASS-THROUGH VALUE PER CASE

SOY PROTEIN % PER SERVING

NET CASE COST

MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE

WILL AUTO CALCULATE

MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING

COST PER SERVING (NET CASE COST / SERVINGS PER CASE)

PROVIDE VENDOR CODE FOR THIS ITEM -->:

EXTENDED PRICING (COST PER SERVING X 150 SERVINGS X ESTIMATED USAGE)

WILL AUTO CALCULATE

3

500

CHICKEN PATTY, WHOLE GRAIN BREADED, ROUND

TOTAL CASE WEIGHT (IN POUNDS)

SERVINGS PER CASE

FULLY COOKED WHOLE GRAIN BREADED ROUND PATTY AT ~3.0 OUNCES TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AN 1 GRAIN SERVING, 2 GRAMS OF DIETARY FIBER FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT. GOLD KIST 662100 (Traditional) or 665400 (Homestyle) OR TYSON 70304-928

TOTAL CALORIES PER SERVING

SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)

TOTAL % FAT PER SERVING

USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)

TOTAL FAT PER SERVING (IN GRAMS)

GROSS CASE WEIGHT (IN POUNDS)

SODIUM PER SERVING (IN MILLIGRAMS)

GROSS CASE COST

DIETARY FIBER PER SERVING (IN GRAMS)

COMMODITY PASS-THROUGH VALUE PER CASE

SOY PROTEIN % PER SERVING

NET CASE COST

MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE

WILL AUTO CALCULATE

MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING

COST PER SERVING (NET CASE COST / SERVINGS PER CASE)

PROVIDE VENDOR CODE FOR THIS ITEM -->:

EXTENDED PRICING (COST PER SERVING X 120 SERVINGS X ESTIMATED USAGE)

WILL AUTO CALCULATE

SPOKANE PUBLIC SCHOOL DISTRICT 81

PROCESSING with USDA CHICKEN

Section IV - FEE FOR SERVICE

VENDOR RESPONSE INFORMATION

VENDOR NAME:

VENDOR REPRESENTATIVE:

LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
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4	300	CHICKEN PATTY, ROASTED, UNBREADED FULLY COOKED UNBREADED ~2.5 OUNCE CHICKEN PATTY, "NATURAL SHAPE" WHOLE MUSCLE (ROUND PATTIES ARE UNACCEPTABLE) WITH HEAT APPLIED GRILL MARKS. TO PROVIDE 2 MEAT/MEAT ALTERNATE FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, ZERO GRAMS TRANS FAT. USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT. GOLD KIST 7520 - OR TYSON 70322-928	TOTAL CASE WEIGHT (IN POUNDS)		SERVINGS PER CASE	
			TOTAL CALORIES PER SERVING		SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	
			TOTAL % FAT PER SERVING		USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	
			TOTAL FAT PER SERVING (IN GRAMS)		GROSS CASE WEIGHT (IN POUNDS)	
			SODIUM PER SERVING (IN MILLIGRAMS)		GROSS CASE COST	
			DIETARY FIBER PER SERVING (IN GRAMS)		COMMODITY PASS-THROUGH VALUE PER CASE	
			SOY PROTEIN % PER SERVING			
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE		NET CASE COST	WILL AUTO CALCULATE
					COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	WILL AUTO CALCULATE
					EXTENDED PRICING (COST PER SERVING X 120 SERVINGS X ESTIMATED USAGE)	WILL AUTO CALCULATE

5	5	CHICKEN PATTY, ROUND, UNBREADED FULLY COOKED UNBREADED ~2.5 OUNCE CHICKEN PATTY, TO PROVIDE 2 MEAT/MEAT ALTERNATE FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, ZERO GRAMS TRANS FAT. USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT. GOLD KIST 28624.	TOTAL CASE WEIGHT (IN POUNDS)		SERVINGS PER CASE	
			TOTAL CALORIES PER SERVING		SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	
			TOTAL % FAT PER SERVING		USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	
			TOTAL FAT PER SERVING (IN GRAMS)		GROSS CASE WEIGHT (IN POUNDS)	
			SODIUM PER SERVING (IN MILLIGRAMS)		GROSS CASE COST	
			DIETARY FIBER PER SERVING (IN GRAMS)		COMMODITY PASS-THROUGH VALUE PER CASE	
			SOY PROTEIN % PER SERVING			
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE		NET CASE COST	WILL AUTO CALCULATE
			SEASONED OR UNSEASONED?		COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	WILL AUTO CALCULATE
					EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	WILL AUTO CALCULATE

SPOKANE PUBLIC SCHOOL DISTRICT 81

PROCESSING with USDA CHICKEN

Section IV - FEE FOR SERVICE

VENDOR RESPONSE INFORMATION

VENDOR NAME:

VENDOR REPRESENTATIVE:

LINE ITEM	ESTIMATED NEED IN CASES	DESCRIPTION	PRODUCT INFO	VALUE	PRODUCT INFO	VALUE
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6	150	CHICKEN TENDERS, WHOLE GRAIN BREADED ~3 CN WHOLE GRAIN BREADED COOKED CHICKEN STRIPS PER PORTION AT ~1.0 OUNCES PER STRIP. TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AND 1 GRAIN SERVING FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, 2 GRAMS OF DIETARY FIBER, ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT. GOLD KIST 622100 (traditional) or 625300 (homestyle) OR TYSON 70334-928	TOTAL CASE WEIGHT (IN POUNDS) TOTAL CALORIES PER SERVING TOTAL % FAT PER SERVING TOTAL FAT PER SERVING (IN GRAMS) SODIUM PER SERVING (IN MILLIGRAMS) DIETARY FIBER PER SERVING (IN GRAMS) SOY PROTEIN % PER SERVING		SERVINGS PER CASE SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE) USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS) GROSS CASE WEIGHT (IN POUNDS) GROSS CASE COST COMMODITY PASS-THROUGH VALUE PER CASE	
		PROVIDE VENDOR CODE FOR THIS ITEM -->	MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING		NET CASE COST COST PER SERVING (NET CASE COST / SERVINGS PER CASE) EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	WILL AUTO CALCULATE WILL AUTO CALCULATE WILL AUTO CALCULATE

7	5	CHICKEN TENDERS, WHOLE GRAIN BREADED ~3 CN BREADED COOKED CHICKEN STRIPS PER PORTION, WHOLE MUSCLE TENDER ALL WHITE MEAT AT ~1.0 OUNCES PER STRIP. TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AND 1 GRAIN SERVING FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, ZERO GRAMS TRANS FAT, USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT. GOLD KIST 7572 OR TYSON 70332-928.	TOTAL CASE WEIGHT (IN POUNDS) TOTAL CALORIES PER SERVING TOTAL % FAT PER SERVING TOTAL FAT PER SERVING (IN GRAMS) SODIUM PER SERVING (IN MILLIGRAMS) DIETARY FIBER PER SERVING (IN GRAMS) SOY PROTEIN % PER SERVING		SERVINGS PER CASE SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE) USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS) GROSS CASE WEIGHT (IN POUNDS) GROSS CASE COST COMMODITY PASS-THROUGH VALUE PER CASE	
		PROVIDE VENDOR CODE FOR THIS ITEM -->	MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING		NET CASE COST COST PER SERVING (NET CASE COST / SERVINGS PER CASE) EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	WILL AUTO CALCULATE WILL AUTO CALCULATE WILL AUTO CALCULATE

SPOKANE PUBLIC SCHOOL DISTRICT 81

PROCESSING with USDA CHICKEN

Section IV - FEE FOR SERVICE

VENDOR RESPONSE INFORMATION

SPokane Public School District 81 Processing with USDA Chicken Section IV - Fee for Service		Vendor Response Information				
Line Item	Estimated Need in Cases	Description	Vendor Name:	Vendor Representative:	Value	
			Product Info	Value	Product Info	Value
8	5	CHICKEN, POPCORN STYLE WHOLE GRAIN BREADED ~14 CN BREADED FULLY COOKED POPCORN STYLE CHICKEN PER PORTION AT ~0.25 OUNCES PER PIECE. TO PROVIDE 2 OUNCES MEAT/MEAT ALTERNATE AND 1 GRAIN SERVING FOR CHILD NUTRITION MEAL PATTERN REQUIREMENTS, ZERO GRAMS TRANS FAT. USDA DRAWDOWN FOR THIS PRODUCT MUST BE EVENLY DIVIDED BETWEEN WHITE AND DARK MEAT. GOLD KIST 110452 OR TYSON 70368-928. SMAKER IS LITE AND DARK MEAT.	TOTAL CASE WEIGHT (IN POUNDS)		SERVINGS PER CASE	
			TOTAL CALORIES PER SERVING		SERVING SIZE (IN OUNCES - CASE WEIGHT / SERVINGS PER CASE)	
			TOTAL % FAT PER SERVING		USDA DONATED CHICKEN VALUE NEEDED TO PRODUCE ONE CASE (IN POUNDS)	
			TOTAL FAT PER SERVING (IN GRAMS)		GROSS CASE WEIGHT (IN POUNDS)	
			SODIUM PER SERVING (IN MILLIGRAMS)		GROSS CASE COST	
			DIETARY FIBER PER SERVING (IN GRAMS)		COMMODITY PASS-THROUGH VALUE PER CASE	
			SOY PROTEIN % PER SERVING			
			MEAL PATTERN CONTRIBUTION OF MEAT OR MEAT ALTERNATIVE		NET CASE COST	WILL AUTO CALCULATE
			MEAL PATTERN CONTRIBUTION OF BREAD PER SERVING		COST PER SERVING (NET CASE COST / SERVINGS PER CASE)	WILL AUTO CALCULATE
		PROVIDE VENDOR CODE FOR THIS ITEM -->:			EXTENDED PRICING (COST PER SERVING X 96 SERVINGS X ESTIMATED USAGE)	WILL AUTO CALCULATE