



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

DATE: August 2021

BID NO.: 4-2122

SECTION I

TELEPHONE NO.: 509 / 354-7127

BUYER: PAM TATOSKY

INVITATION TO BID ON:  
**PRODUCE FOR FRESH FRUITS & VEGETABLES  
GRANT AND SUMMER FEEDING PROGRAM**

BIDS ACCEPTED UNTIL:  
**2:00:00 P.M. PDT, Monday, August 16, 2021**

PRICES F.O.B.:

Deliveries will be made to each of the participating sites in accordance with Section II, paragraph 6.

**STANDARD TERMS AND CONDITIONS**

**BID COMPLETION:** Bids must be completed insofar as possible on the enclosed bid document and must include an original signature by an authorized representative. Please complete bid identification and bid opening time and date on envelope provided and return white copy of the completed and signed bid document sealed therein 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 QUOTATION:** Unless otherwise specified, all prices shall be for new products F.O.B. destination. Unless bid is designated “**all or none**”, bidder may bid on any or all items. **Tie-ins** will be considered where advantageous. Prices quoted shall include all handling and packaging costs. Prices quoted for equipment shall include cost in instruction and service manuals where appropriate. Those submitting bids do so entirely at their own expense. There is no expressed or implied obligation by the District to reimburse any firm or individual for any costs incurred in preparing or submitting bids.

**ALTERNATES:** The District often uses manufacturer’s brands of model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment; these items will be designated with “**Do Not Substitute**” and only the brand(s) listed will be considered. Brands of equal specification, quality, performance, and use will be considered on an “**or equal**” basis. Offerings of alternate quality or features may, at District’s sole discretion, be considered on an “**alternate**” basis. All “**or equal**” bids or “**alternate**” bids must include complete description and/or descriptive literature with bid document.

**BID CHANGES OR WITHDRAWAL:** All changes and erasures must be made before bid opening time and initialed. Bidder 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 the District 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:** Required delivery dates are shown herein. 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 District personnel before final payment. At sole discretion of the District, **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 bidder 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 bidder at no charge to the District to determine acceptability of an item. All samples with a value in excess of thirty dollars (\$30.00) will either be returned or purchased by the District. Bidder will be responsible for picking up such samples or arranging for their return.

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

**STATEMENT OF NON-DISCRIMINATION:** Spokane Public Schools complies with all federal and state laws and regulations and does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, sexual orientation including gender identity, creed, Vietnam-era veteran or disabled veteran status. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Inquiries regarding compliance and/or grievance procedures may be directed to the school district's Title IX officer and/or Section 504/ADA coordinator. Title IX Officer, Steven Gering, (509) 354-7392 \* Section 504 Compliance Officer, Wendy Bleecker, (509) 354-7248 \* ADA Officer, Tennille Jeffries-Simmons, (509) 354-7291 \* Affirmative Action Officer, Ramon Alvarez (509) 354-7344\* 200 N. Bernard Street, Spokane, WA 99201-0201.

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

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

**MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES:** The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Invitation to Bid.

**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 9.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the District's immediate termination of the contract.

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

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

**SAVE HARMLESS:** Bidder agrees to protect and save harmless the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

**AWARDS:** Successful bidders will be notified by the District via mail following purchase approval by the District Board of Directors.

**QUESTIONS:** Questions regarding bids should be directed to the Purchasing Department, (509) 354-7174.

**FRESH FRUITS AND VEGETABLES FOR THE FF&V GRANT**

**ADDITIONAL TERMS AND CONDITIONS**

1. **NOTE:** All contractors must read and understand this Invitation to Bid in its entirety. There may be special instructions either in the terms and conditions or as an integral part of the bid document that will impact the contractor's ability to perform.
2. **SCOPE OF WORK:** The contractor shall supply all labor, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to provide fresh fruits and vegetables to twenty-three (23) Spokane Public Schools' Elementary Schools for the 2021-2022 fiscal year in accordance with the USDA Fresh Fruits and Vegetable Program Grant and the following specifications. The number of schools participating in the program will vary slightly from year to year. Purchases from this solicitation can also be expected to support the Summer Feeding Program of each year.
3. **SPECIAL CONDITIONS**
  - A. For the purposes of these specifications, the terms District or School District will mean the Spokane Public Schools' Nutrition Services Program; and the terms Distributor or Contractor shall mean that company or corporation intending to enter into this agreement with Spokane Public Schools.
  - B. The Nutrition Services department of Spokane Public Schools currently has been awarded a USDA Fresh Fruits and Vegetables Grant for twenty-three of its elementary schools; Spokane Public Schools makes no guarantees, either explicit or implied, as to the quantity or value of purchases which will be ordered. However, the district anticipates an expenditure of approximately \$350,000 from this solicitation contract award for the period 9/1/2021 through 8/31/22. Spokane Public Schools reserves the option to renew this Bid Contract for up to four (4) additional one-year periods which, if all optional renewals are exercised, will end August 31, 2026, subject to contract terms and conditions and subsequent Grant awards.
  - C. The list attached in Section III titled "Items to be Purchased" is an example of the types of produce which the supplier can expect to deliver under this contract. The inclusion of this list in no way limits the right of the District to purchase other types of products or requires the District to purchase all of the types listed. However, in order for the contractor to be considered for award, these items minimally must be available for purchase. Contractor is to fill in the appropriate price per unit as of August 1, 2021, and submit this form with their bid documents.
  - D. Award of this contract will be made to the qualified Distributor offering the lowest price, is able to provide the minimum product variety stated in Section III and is able to deliver directly to the twenty-three schools as indicated in Section IV. At no time during the duration of this contract will the distributor be allowed to charge an additional fuel surcharge or environmental fee.

- E. All solicitation finalists may be required to provide a produce cutting from a select list of produce items identified by the Nutrition Services Director. The precise date and time will be determined and the invited vendors notified prior to August 17, 2021. Products will be evaluated as acceptable or unacceptable and qualify or disqualify the vendor accordingly. All products delivered by the successful bidder shall be held to the same product quality standard as that used in this evaluation and award process.
- F. Qualifications of Distributors and Selection Criteria
1. In accordance with RCW 28A.335.190, **a distributor whose growing operation is located in Eastern Washington shall be allowed a 10% pricing advantage** over those contractors whose products are not produced in Eastern Washington.
  2. The Distributor must meet all state and municipal health department requirements for said type of business.
  3. Distributor must show ability to deliver as per schedule. (See Section II 6.C.)
  4. Distributor must have buying procedures which are acceptable to Spokane Public Schools.
- G. If requested, the records and invoice prices of the contractor may be subject to an on-site audit by the district. Should this occur, all landed costs and invoice prices shall be copied and supplied to the district accounting department. The contractor will be required to furnish copies of receiving documents and invoices upon which prices are based. The audit may require repeated furnishing of invoice copies for particular items at various times during the contract period. The contractor shall be required to complete forms furnished by the district as part of the audit process. Contractor completion of the audit form and furnishing of invoice copies shall be done within 10 working days of receipt of request. The contractor shall furnish the district documents showing:
- Monthly volume by site of all items
  - Year-to-date volume of all products purchased
  - Order guide of products
- H. The quality of produce supplied shall be as specified by Spokane Public Schools at time of order.
- I. The District retains the right to reject any or all orders as inspected upon delivery. Damaged or unacceptable product shall be credited or replaced at the discretion of the district. Product rejected by the kitchen manager or designee due to poor quality or incorrectly filled orders shall be picked up and re-delivered within 24 hours of notification by the district. Credits will be issued to the district for any product that was not satisfactorily delivered within the agreed upon time frame. (See Section II 7.B)
- J. The award of this contract shall in no way limit the right of Spokane Public School to obtain other quotations and bids and to award contracts deemed to be in the best interest of the District.

4. CONTRACT TERM

- A. The initial term of this contract shall be effective September 1, 2021 through August 31, 2022.
- B. The School District reserves the right to cancel this contract upon thirty (30) days written notice to the Distributor. The School District assumes no responsibilities or obligations of any kind whatsoever resulting from cancellation.
- C. Pricing: Knowing produce pricing is based on market availability, pricing is anticipated to rise and fall in accordance with market standards; however, FOB delivery and overhead rates shall remain firm for the life of this contract and any subsequent renewals.
- D. In the event of unusual circumstances such as changes in local, state, or federal taxes, laws, specifications, regulations, or certain operational 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 increases or decreases. 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. If there are extraordinary cost increases to the vendor that exceed the CPI percentage, then a request for consideration may be presented to the District with detailed documentation of costs from the previous contract year and current contract year to evidence the increase. Cost decrease of significance shall be included as well. Approval of any increases shall be at the sole discretion of the Spokane Public Schools.

5. IN GENERAL

- A. The Distributor will provide the Nutrition Services Department, 200 North Bernard Street, a weekly list of available produce items, their prices, purchase units, and the estimated School District cost. All orders in which the cost fluctuates 10% or more from the time of order to the time of delivery shall be reported to the District's Nutrition Services Department, 354-7239. Substitutions must be based on cost and item similarity and must be approved by the Nutrition Services Department.
- B. With each delivery of products, the contractor is required to leave with the school kitchen manager an itemized delivery slip which has been signed by one of the District personnel in the cafeteria to which the delivery has been made. Payment for inaccurate invoices shall be held by the District until accurate documents are received by the District. Billing by the contractor shall be done on a monthly basis referencing the itemized invoices. Payment shall be made through SPS' ordinary payment process and shall be considered timely if made within 30 days of receipt of an acceptable invoice. An example of the contractor's invoice and billing statement shall accompany this bid response. In addition, a monthly itemized statement of all of the invoices submitted for payment during each individual month will be sent to the Nutrition Services department to allow them to track and account for all invoices submitted.

- C. Orders will be phoned directly to the Distributor from each individual school on Wednesday or Thursday of the week preceding delivery or as mutually agreed between Spokane Public Schools Nutrition Services director (or his designee) and the contractor.
- D. The Distributor will separately pack each order delivered to a school and each order shall be plainly marked as to destination.
- E. All merchandise will be F.O.B. point of delivery to specified schools. **Absolutely no fuel surcharges or carrying or handling fees are to be invoiced as a separate line item for any deliveries made from this contract.**

6. F.O.B. DELIVERY

A. Produce

- 1) Timely and scheduled delivery of produce to each site (See Section IV) is an essential element of this solicitation.
- 2) All deliveries will be made directly to school sites. Schools will typically require one delivery per week on a day mutually agreed upon by Nutrition Services and contractor. The district is open to discussing other delivery options that improve service, quality and/or pricing.
- 3) All deliveries to schools must be made on Monday (or as mutually agreed between Nutrition Services and contractor) during regular kitchen hours but not during mealtime.
- 4) Deliveries must be left in the appropriate storage area at each school (cooler/dry storage). No items shall be left outside by the kitchen door.

- B. In the event of a one-day holiday or a school closure due to weather occurring on a scheduled delivery day, the Distributor will coordinate delivery with the individual school kitchen manager.
- C. Successful contractor shall, prior to entering into a produce contract with Spokane Public Schools, provide a detailed and acceptable route and time schedule reflecting full compliance with paragraph 6.

7. PRODUCT EVALUATION

- A. Spokane Public Schools applies a process of test and evaluation designed to ensure essential quality depending on the intended use of various products within this solicitation. Those products identified with the statement "do not substitute" have been judged acceptable and best meet the needs of established or anticipated programs. The district continually investigates new or additional products and invites vendors to make these products available for evaluation. Please contact our Nutrition Services Department to propose alternates.
- B. Products received after award which does not possess quality levels consistent with the products evaluated shall be removed and replaced at vendor expense.  
(See section II, 3.1)

8. EVALUATION OF SOLICITATION: Award will be made to the lowest responsible contractor. The lowest responsible contractor will be determined based on an evaluation of the product line available, price, delivery timelines and evaluation criteria shown hereafter, together with a consideration of those elements contained in RCW 43.19.1911. Such determination will, of necessity, require judgmental evaluations by district representatives. 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 various programs remains the sole responsibility of the district and is final.

Evaluation Criteria

- . Product variety available for distribution in pre-packaged single serving units.
  - . Quality of the products offered.
  - . Ability to meet delivery schedule and service history in general.
  - . Agreeable and reliable billing procedures.
  - . Price per pound and/or packet and number of servings per case.
9. 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 beverages) from a supplier of goods or services to the district.
10. "Buy American" Clause: Foods supplied through this contract must either be food products produced in the U.S., or food products that are manufactured in the U.S. Exceptions to this requirement are 1) unusual or ethnic food preferences that can only be met through products not produced or manufactured in the U.S. and 2) when the cost of U.S. produced food products is significantly higher than foreign products.
11. POLICY FOR VEHICLES ON SCHOOL GROUNDS DURING THE SCHOOL DAY
- A. Avoid driving in the school playground areas at any time if it is practical to park on the street or in another area to make deliveries.
  - B. Do not drive in playground areas in which children are playing.
  - C. Do not, under any circumstances, back trucks during the school day across any school property where children might be present unless assisted by an adult flagman.
  - D. Be especially cautious at all times when driving anywhere near school buildings where youngsters may suddenly and unexpectedly run out.
  - E. If assistance is needed to locate a safe or the proper unloading area at a school, always obtain assistance from the principal's office of the school building.

12. **FORCE MAJEURE**: The contractor is not liable for the consequences of any failure to perform or default in performing any of its obligations under this agreement, if that failure default is caused by unforeseeable Force Majeure, beyond the control of a without the fault of negligence of the contractor. For the purposes of this agreement, Force Majeure will mean war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, sabotage, military or usurped power, lightning, explosion, fire, storm, drought, flood, earthquake, epidemic, quarantine, strikes, acts of restraint of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required, inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulation of any governmental authorities.
13. State or other member association contracts, where applicable and in compliance with RCW 39.34, will be considered for award purposes. Spokane Public Schools is a party to interlocal cooperative purchasing agreements with, but not limited to, King County Directors Association (KCDA).
14. **INDEMNIFICATION**: The contractor shall defend, indemnify, hold and save harmless the District, its agents, representatives and employees ("Indemnitees") from all loss, damage, liability, claims or 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. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnatee within the scope of the contractor's said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnatee 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 Indemnatee, 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.

15. **INSURANCE**: For the duration of this contract, the contractor shall maintain in force at its own expense insurance as follows:
  - a. Worker's Compensation Insurance in compliance with RCW Title 51.
  - b. Liability Insurance as follows:
    1. A standard General Comprehensive Liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$1,000,000 per occurrence for bodily injury liability and (ii) contractual liability insurance coverage for the defense, and providing coverage for premises and operations, independent contractors, products and completed operations, personal injury liability and product liability coverage.



2. A standard motor vehicle fleet and automobile liability insurance policy providing, without limitation, the following: (i) a combined single limit of not less than \$1,000,000 per occurrence for bodily injury liability, property damage liability and uninsured/under-insured motorist benefits; (ii) no-fault medical expense and Personal Injury Protection coverage for vehicle occupants and pedestrians and bicyclists, with limits of not less than \$1,000,000 per person per incident; (iii) and contractual liability insurance coverage for the defense, indemnification and hold harmless promises made by contractor stated in Section II, Paragraph 14. Such policy shall also afford coverage for owned, hired and non-owned vehicles.
3. With respect to the insurance policies required by contractor by the immediately preceding subparagraphs b.1 and b.2, contractor shall: (i) cause the insurer(s) from whom contractor procures such insurance policies to issue endorsements attached to and made a part of such policies, naming and protecting the District and its employees, agents and representatives as additional insured under such policies for all purposes and claims made against the District related to or arising in any way from the subject matter or performance of awarded contract; and (ii) contractor shall assure that such policies of insurance provide that they shall serve as primary-level insurance coverage with respect to any such claim made against the District, such that any liability insurance separately procured and maintained by the District shall be considered excess-level insurance coverage with respect to such claim.

There shall be no cancellation, material change, reduction of limits or non-renewal of the insurance coverage required by this contract, without thirty (30) days written notice to the District. Further, within fifteen (15) days of the effective date of the awarded contract, the contractor shall provide to the District copies of the additional insured endorsements required by the preceding subparagraph and a certification that the insurance policies required by this contract are in effect. Such certification shall specify and include the aforementioned 30-day cancellation clause of this contract. The District reserves the right to require contractor to select different insurance carriers if deemed necessary by the District.

16. ASSIGNMENT/SUBCONTRACTING: The awarded contract may not be assigned or subcontracted without written consent by the District.
17. GOVERNING LAW/VENUE: The terms of the awarded contract shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this contract, the venue of such action shall be in Spokane County, Washington.
18. INDEPENDENT CONTRACTORS: The parties enter into any contract awarded from this solicitation as independent contractors and nothing contained in this contract shall be construed to create a partnership, joint venture, agency or employment relationship between the parties.

19. INTERLOCAL AGREEMENTS: Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. Vendor agrees to sell additional items at the bid price, terms and conditions to other governmental agencies (see Attachment C). Spokane Public Schools accepts no responsibility for the payment of the purchase price by other governmental agencies. Refusal to allow this option (see Section V) will not preclude your firm from award consideration.
20. REFERENCES: Responding Contractor must submit three references from customers of similar size and scope; at least one school district reference is preferable. Reference should include name of company or school district, contact person's name, contact's phone number and contact's email address.
21. BYRD ANTI-LOBBYING AMENDMENT: In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non0federal funds that takes place in connection with obtaining any federal award.

PRODUCE ITEMS TO BE PURCHASED

- \* Quantities indicated are for evaluation purposes only and are based upon historic consumption. Quantities are not intended to predict future sales and do not indicate a minimum or maximum purchase quantity. Under "Other Items" list all other single serving packets available. Please provide a complete list of fruit and/or vegetable packets available from your firm with this bid document. The purpose of this Grant is to introduce lower-income students to fruits and vegetables they may not otherwise have the opportunity to explore.

<u>Qty*</u>	<u>Item</u>	<u>Order Units</u>	<u>Distributor's Cost before mark-up</u>		
100 cs	<b><u>EXAMPLE PRODUCE ITEM</u></b>	75 packet/case	\$ <u>24.75</u>	/	<u>case</u>
APPLES, SLICED:					
5 cs	Sweet Apple Slices, bulk	10 / 3 lb. bags	\$ _____	/	_____
45 cs	Apple Slices, packets	100 / 2 oz.	\$ _____	/	_____
250 cs	Apple Slices, packets	150 / 2 oz.	\$ _____	/	_____
5 cs	Apple Slices, packets	100 / 4 oz.	\$ _____	/	_____
110 cs	Apple Slice/Grape combo packets	150 / 2 oz.	\$ _____	/	_____
APPLES, WHOLE:					
10 cs	Fuji, Extra Fancy, 138 ct.	Carton	\$ _____	/	_____
25 cs	Fuji, Extra Fancy, 150 ct.	Carton	\$ _____	/	_____
5 cs	Gala, Extra Fancy, 125 ct.	Carton	\$ _____	/	_____
15 cs	Gala, Extra Fancy, 138 ct.	Carton	\$ _____	/	_____
5 cs	Golden, Extra Fancy, 125 ct.	Carton	\$ _____	/	_____
35 cs	Golden, Extra Fancy, 138 ct.	Carton	\$ _____	/	_____
5 cs	Granny, Extra Fancy, 125 ct.	Carton	\$ _____	/	_____
25 cs	Granny, Extra Fancy, 138 ct.	Carton	\$ _____	/	_____
5 cs	Red Delicious, Extra Fancy, 125 ct.	Carton	\$ _____	/	_____
10 cs	Red Delicious, Extra Fancy, 138 ct.	Carton	\$ _____	/	_____
10 cs	Red Delicious, Extra Fancy, 163 ct.	Carton	\$ _____	/	_____
MISCELLANEOUS ITEMS:					
5 cs	Oranges, Fancy, 113 ct.	Carton	\$ _____	/	_____
10 cs	Oranges, Fancy, 138 ct.	Carton	\$ _____	/	_____
150 cs	Oranges Wedges, packets	100 / 3 wedge pkt	\$ _____	/	_____
10 cs	Peach	Case ( _____ lbs)	\$ _____	/	_____
35 cs	Pears, 135 ct.	Carton	\$ _____	/	_____

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

August 2021  
Bid No. 4-2122  
SECTION III

<u>Qty*</u>	<u>Item</u>	<u>Order Units</u>	Distributor's Cost <b>before</b> mark-up		
OTHER ITEMS:					
	Mini carrots, serving packets	Carton	\$_____	/	_____
	Celery sticks, serving packets	Carton	\$_____	/	_____
	Jicama slices/sticks, serving pack	Carton	\$_____	/	_____
	Sweet Potato slices, serving pack	Carton	\$_____	/	_____
	Cucumber coins, serving pack	Carton	\$_____	/	_____
	Grape clusters, serving pack	Carton	\$_____	/	_____
	_____	Carton/Case	\$_____	/	_____
	_____	Carton/Case	\$_____	/	_____

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

August 2021  
Bid No. 4-2122  
SECTION IV

**SCHOOL ADDRESSES/DELIVERY POINTS**  
**PRODUCE FOR THE FRUITS & VEGETABLES GRANT**

**Elementary Schools**

Adams Elementary School	2909 East 37 <sup>th</sup> Avenue
Arlington Elementary School	6363 North Smith Street
Audubon Elementary School	2020 West Carlisle Avenue
Bemiss Elementary School	2323 East Bridgeport Avenue
Browne Elementary School	5102 North Driscoll Blvd.
Cooper Elementary School	3200 North Ferrall Street
Garfield Elementary School	222 West Knox Avenue
Grant Elementary School	1300 East Ninth Avenue
Holmes Elementary School	2600 West Sharp Avenue
Lidgerwood Elementary School	5510 North Lidgerwood Street
Lincoln Heights Elementary School	3322 East 22 <sup>nd</sup> Avenue
Linwood Elementary School	906 West Weile Avenue
Logan Elementary School	915 East Montgomery Avenue
Longfellow Elementary School	800 East Providence Avenue
Madison Elementary School	319 West Nebraska Avenue
Regal Elementary School	2707 East Rich Street
Ridgeview Elementary School	5610 North Maple Street
Roosevelt Elementary School	333 West 14 <sup>th</sup> Avenue
Sheridan Elementary School	3737 East Fifth Avenue
Stevens Elementary School	1815 East Sinto Avenue
Westview Elementary School	3520 West Bismark Avenue
Whitman Elementary School	5400 North Helena Street
Willard Elementary School	500 West Longfellow Avenue

On occasion:

Central Warehouse  
2815 East Garland  
Spokane, WA 99207

**PRODUCE FOR THE FRUITS & VEGETABLES GRANT**  
**BID DOCUMENT**

NOTE: See Sections I, II, III, and IV for complete instructions and specifications before quoting.

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

For furnishing in strict compliance with the attached specifications, all labor, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to provide the goods described therein, and for providing the fresh produce in strict compliance therewith, the pricing set forth herein below:

1. Minimum drop requirement per kitchen site \$ \_\_\_\_\_
2. The fixed fee per case for overhead/delivery/profit that will be added to the distributor's wholesale pricing.

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

\* Vendor must provide a current distributor's wholesale price list (as of August 1, 2021) for produce items listed in Section III.

Bids are subject to the requirements of Sections I, II, III, and IV furnished with this document. By signing, vendor affirms having read terms and conditions and specifications and agrees thereto and warrants that quotes supplied herein conform to specifications herein.

Attachments A, B & D must be returned with Section V, response document

\_\_\_\_\_  
(Initial)

Section III must also be completed and returned with response document

\_\_\_\_\_  
(Initial)

Is your firm an approved Department of Defense (DOD) produce provider?

\_\_\_\_\_  
Yes      No

Is a complete list of produce offered by your company and each item's corresponding pricing included with your response?

\_\_\_\_\_  
Yes      No

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

**PRODUCE FOR THE FRUITS & VEGETABLES GRANT**  
**BID DOCUMENT**

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

Is your list of three references attached to this solicitation?

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

Is your sample invoice and billing statement included?

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

Is your company willing to allow districts who have entered into interlocal agreements with Spokane Public Schools access to the product pricing as submitted in this bid?  
(Answering no to this question will not disqualify your firm from award consideration.)

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

Receipt of Addendum 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: \_\_\_\_\_

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

## **USDA CERTIFICATION REGARDING DEBARMENT**

### **INSTRUCTIONS FOR CERTIFICATION**

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



## USDA CERTIFICATION REGARDING DEBARMENT (CONT)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON PREVIOUS PAGE)

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

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name and Title(s) of Authorized Representative

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

**THIS FORM MUST BE RETURNED WITH THE ORIGINAL RESPONSE DOCUMENT**

### MANUFACTURER'S PARTICIPATION IN A HACCP PROGRAM

Please list below the manufacturer and suppliers represented on your response and their status in implementing a HACCP program:

Manufacturer's / Supplier's Name	Address	Phone No.	Active HACCP Program	Program Being Drafted	No Program

Also, provide a brief statement defining the HACCP Plan for your company:\_\_\_\_\_

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

Firm\_\_\_\_\_

Address\_\_\_\_\_

Phone No.\_\_\_\_\_

Contact\_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH THE ORIGINAL RESPONSE DOCUMENT**

**DISTRICTS WITH INTERLOCAL AGREEMENTS**

Almira School District	Kettle Falls School District	Pullman School District
Asotin-Anatone School District	Kiona-Benton City School District	Reardan-Edwall School District
Central Valley School District	Lamont School District	Ritzville School District
Cheney School District	Liberty School District	Riverside School District
Chewelah School District	Lind School District	Rosalia School District
Clarkston School District	Longview School District	Royal School District
Colfax School District	Loon Lake School District	Selkirk School District
College Place School District	Mary Walker School District	Soap Lake School District
Colville School District	Mead School District	South Kitsap School District
Coulee Hartline School District	Medical Lake School District	Spokane International Charter
Creston School District	Methow Valley School District	Sprague School District
Culdesac Joint School District, Idaho	Nespelem School District	Stanfield School District, Oregon
Cusick School District	Newport School District	Summit Valley School District
Davenport School District	Nine Mile Falls School District	Sumner School District
Dayton School District	North Franklin School District	Tekoa School District
Deer Park School District	Northport School District	Umatilla School District, Oregon
East Valley School District	Northshore School District	Valley School District
Ephrata School District	Oakesdale School District	Wahluke School District
Everett School District	Odessa School District	Waitsburg School District
Evergreen School District	Orient School District	Walla Walla School District
Finley School District	Othello School District	Warden School District
Freeman School District	Palouse School District	Washougal School District
Garfield School District	Pasco School District	Washtucna School District
Grandview School District	Pateros School District	Wellpinit School District
Harrington School District	Pomeroy School District	West Valley School District
Keller School District	Prescott School District	Wilbur School District
Kelso School District	Pride Prep Charter	Wilson Creek School District

**BID SUPPLEMENTAL FORM**

**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 bidding 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: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**PART II: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

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

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**THIS FORM MUST BE RETURNED WITH THE ORIGINAL RESPONSE DOCUMENT**