

Request for Bid # FP-1117  
Fresh Produce Products  
DUE: July 11, 2017

Invitation to Bid #FP-1117  
Fresh Produce Products  
Due: July 11, 2017

Cheryl Collins  
Sumner School District  
1202 Wood Ave.  
Sumner, WA 98390  
Cheryl\_collins@sumnersd.org  
253-891-6015

Please return bids to above address

## I. ANNOUNCEMENT AND SPECIAL INFORMATION

This invitation includes four separate parts. Part 1, entitled Invitation to Bid, contains the scope of the work, instructions and special terms and conditions; Part 2, contains the products specifications, school district information and pricing instructions; Part 3 contains the bid submittals; Part 4 – Attachments with specific school district service locations, service days and contact information. Part 3 when completed, signed and submitted becomes your official [bid](#) document. Part 2, entitled Specifications and Bid Form contains the Standard Definitions and Standard Terms and Conditions applicable to the [bid](#) document. You do not need to return Parts 1, 2 or 4; however, the most current version should be retained for future reference.

Supply Fresh Produce products which may be ordered by the following school districts:

- Sumner School District
- Franklin Pierce School District

In addition, other public school districts in and around the area may be invited to join the purchasing cooperative at the discretion of the Sumner School District.

Sumner School District will be known for the purposes of this bid as the “District”. It is the intention of the mentioned public school districts to purchase co-operatively and have the pricing the same for all districts. Product will be delivered to individual schools designated by the District. The term of the contract will commence August 20 for the 2017- 2018 school year, with options to renew for four (4) successive renewal terms of one (1) year each.

Estimated Usage: It is estimated that annual purchases of the contract will approximate [\\$150,000](#). Estimates are based on past usage. The District does not guarantee any minimum purchase. Orders will be placed on an as-needed basis. Purchasers: The primary purchaser(s) will be the [Nutrition Services Departments](#) for Sumner and Franklin School District.

## II. STANDARD INSTRUCTIONS TO BIDDERS

This section contains instructions regarding the preparation and submission of bids, proposals, or quotations. The District reserves the right to reject any or all bids and to waive any informalities or irregularities in any bid or the bidding.

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1. BIDDER'S RESPONSIBILITIES

Read and understand the Bid, and all attachments.

Seek clarifications if necessary by June 29, by 2:00 PM.

Become familiar with, and abide by, applicable federal laws, state and local statutes, regulations, and ordinances.

Visit delivery and service locations as required. Become familiar with and verify any environmental factors that may impact current or future pricing.

2. QUESTIONS & INQUIRIES

All questions related to the Bid, shall be directed to Cheryl Collins, Purchaser. Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Questions received less than five (5) calendar days prior to bid opening may not be considered. The District's response to questions is only binding if set forth in written addenda issued by the District. Oral interpretations have no legal effect.

3. PREPARATION OF BID

Due Date and Time: Original, signed, sealed bids must be received at the specified location on or before the specified date and time. Late bids will be returned unopened.

Format: Bids shall be submitted on the forms provided in the Bid, which may be copied. Bids must be typewritten or in ink and signed in ink by the contractor's authorized representative. Incomplete bids will be rejected unless the omissions do not materially affect the bid. Faxed bids will not be accepted.

Prices: Bidders shall extend unit pricing as required. In the event of an error in the extension of prices, the unit price shall prevail. Bid prices shall include all associated costs and remain firm for ninety calendar days after bid opening date. Bid prices shall not include sales tax.

Identification: Bid(s) must be submitted in a sealed envelope, addressed as shown below:

Bidders Return Address:	Cheryl Collins, Purchaser
Bid Number: #FP-1117	Sumner School District
Opening Date: July 11, 2017	1202 Wood Ave.
Opening Time: 10:00 AM	Sumner, WA 98390
<b>Fresh Produce Products</b>	

**All bid sheets must be complete.** Bidder's company name must appear on all pages containing bid information.

4. WITHDRAWAL OR MODIFICATION OF BID

Prior to submittal: Bid changes or modifications shall be initialed in ink by a contractor's representative.

After submittal: At any time prior to the date and time set for opening, the bidder may, modify or withdraw the bid by giving written notice to the District prior to bid opening.

After bid opening: No bid shall be altered or amended. The Superintendent or designee may allow a bid to be withdrawn if the bidder demonstrates that they miscalculated bid prices. A low bidder, who claims error and fails to enter into a contract with the district, shall be prohibited from bidding on the same commodity or service if the requirement is subsequently rebid by the district. Negligence in preparing a bid does not give a bidder the right to withdraw their bid after opening.

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5. BID OPENING

Bids are read aloud at the time of the bid opening. The reading does not determine award of the contract. All bids submitted become the property of the District and are a matter of public record.

6. AWARD

The District reserves the right to reject any or all bids, to make an award to other than the low bidder, to reject a bid which is in any way incomplete or irregular, and to waive bidding informalities and irregularities. In making a decision to award a contract for the bid items, the District may consider any and all factors and information which have a bearing on the decision to select a bidder and which may legally be considered by the District.

7. CONTRACT FORMATION

Your bid response to the Bid, is an offer to contract with the District. A bid response becomes a contract when officially accepted in writing by the District.

8. DISQUALIFICATION OF BIDDERS

The District may, at its discretion and in addition to any other right to reject bids that are available to the District under these bid documents or applicable law, determine that a bidder is not responsible and reject its bid for any of the following reasons:

- More than one bid is submitted by the same bidder under the same or different names.
- Evidence of collusion with any other bidder or bidders. Participants in such collusion shall be disqualified from submitting further bids.
- A bidder is not qualified to perform the contract.
- Unsatisfactory performance record judged from the standpoint of conduct of service, or progress, as shown by past or current service for the District.
- Failure to pay or settle bills on any former or current contracts.
- If a bidder has previously defaulted in the performance of a written public contract, or has been convicted of a crime arising from a previous public contract.
- Any other inability, financial or otherwise, to perform the contract.
- For any other reasons deemed proper as determined from a pre-award survey of bidder's capability to perform.
- Any bid submitted by a bidder who is not registered or licensed as may be required by the laws of the State of Washington.

9. SPECIAL TERMS AND CONDITIONS

A. PACKAGING:

Specifications: Unless otherwise specified, goods are to be packaged in cartons and cases.

Labeling: Individual cases and packaging for "processed and prepared products" shall be labeled with an expiration date. Nutritional information is required on each carton/package for prepared salads.

B. UNIT PRICE BID:

It is understood that all quantities specified in these bid documents are estimates only based on information currently available. The District does not guarantee the purchase of any minimum or maximum quantities of any bid item. It shall be the privilege of the District to alter quantities as it determines appropriate to fit its needs and ordering preferences. If the quantities are decreased, payment will be made on actual quantities at the bid unit price. The undersigned bidder shall make no claims for anticipated profits or additional compensation for any decrease in the quantities. It is expressly understood and agreed that the District may purchase any number of items from the bidder at the bid unit price. The District reserves the right to split awards by item in securing the best advantage for the District, providing quality of the product is maintained.

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C. ALL CHARGES INCLUDED IN PRICE UNLESS:

The District specifies otherwise in writing, the bid shall include all costs of services to the District(s), if any, should that bid be accepted. All prices must be quoted F.O.B. and be delivered to the locations indicated as ship to on the purchase order. The bidder shall also assume all responsibility for making all necessary adjustments with freight companies or in replacing any equipment damaged in transit to the satisfaction of the District.

D. CONTRACT TERM:

The term of this contract shall begin on August 20, 2017 and will end on July 31, 2018, subject to earlier termination and renewal as provided for elsewhere in this contract.

E. RENEWAL OPTION:

At the option of the District, this contract may be renewed for four consecutive renewal periods of one (1) year each. Each one-year renewal period would begin August 1 and continue through July 31 of each fiscal year.

YEAR 2 RENEWAL OPTION: If the District decides to exercise this renewal option, the Contractor will be notified in writing no later than June 15, 2018. Contract term will be August 1, 2018 through July 31, 2019.

YEAR 3 RENEWAL OPTION: If the District decides to exercise this renewal option, the Contractor will be notified in writing no later than June 15, 2019. Contract term will be August 1, 2019 through July 31, 2020.

YEAR 4 RENEWAL OPTION: If the District decides to exercise this renewal option, the Contractor will be notified in writing no later than June 15, 2020. Contract term will be August 1, 2020 through July 31, 2021.

YEAR 5 RENEWAL OPTION: If the District decides to exercise this renewal option, the Contractor will be notified in writing no later than June 15, 2021. Contract term will be August 1, 2021 through July 31, 2022.

F. INSURANCE:

The Contractor shall purchase and maintain at its own cost in a company or companies licensed and admitted to do business in the State of Washington such comprehensive general liability and other insurance, on an occurrence basis, and as will provide protection from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether to be performed or furnished by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the products or services, or by anyone for whose acts any of them may be liable.

- Claims under worker's or workmen's compensation, disability benefits and other similar employee benefit acts, including Contingent Employers Liability (Stop Gap);
- Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person for any other reason. Claims for damages, other than to the products or services themselves, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from.
- Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property;
- Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, including coverage for Owned Motor Vehicles, Non-Owned Motor Vehicles and Hired or Borrowed Motor Vehicles; and
- Blanket Contractual Liability.

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The insurance required by the above paragraph shall be written for not less than the following (or greater if required by law):

Insurance	Description	Coverage	Aggregate
Worker's Compensation:	State: Statutory Employer's Liability:	\$500,000	
Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad-Form Property Damage):	Bodily Injury; Property Damage; Combined Single Limit:	<u>\$1,000,000</u> Each Occurrence	\$2,000,000 Aggregate
Blanket Contractual Liability:	Bodily Injury; Property Damage; Combined Single Limit:	<u>\$1,000,000</u> Each Occurrence	\$2,000,000 Aggregate
	Personal Injury, with Employment Exclusion Deleted:	<u>\$1,000,000</u> Each Occurrence	\$2,000,000 Aggregate
Comprehensive Automobile Liability:	Bodily Injury; Property Damage; Combined Single Limit:	<u>\$1,000,000</u> Each Occurrence	\$2,000,000 Aggregate

Sumner and Franklin Pierce School Districts and any other member school district shall be named as a primary, non-contributing additional insureds on such policies other than state workers compensation. The District's specification or approval of this insurance or of its amount shall not relieve or decrease the liability of the contractor under this contract or otherwise. Policies shall contain a provision that the District shall be given 30-days written notice by certified mail before cancellation of any insurance or reduction of the amount thereof, or any alteration, modification or restriction thereto. Upon acceptance of contract and prior to any work being performed, a certificate of insurance with additional insured endorsement attached shall be provided to:

Sumner School District  
 1202 Wood Avenue  
 Sumner, WA 98390

**G. COOPERATIVE PURCHASING:**

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that have filed an Intergovernmental Cooperative Purchasing Agreement with the District and which are actively participating may purchase from the District's contracts, provided that the Contractor has agreed to such participation. Each bidder shall indicate on the bid form whether it will honor other public agency orders in accordance with the contract terms and conditions, in addition to orders from the District. The District will not have any responsibility or liability for purchase orders issued by other public agencies.

**H. PURCHASE BY PUBLIC AGENCIES:**

Public agencies desiring to use District contracts, must have executed an Intergovernmental Cooperative Purchasing Agreement with the District, as required by RCW 39.34. Only those public agencies that have complied with these requirements and have paid all fees are eligible to use the contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the District.

The District will not have any responsibility for the performance of any purchasing contract by the supplier, and the District will not have any responsibility for payment of the purchase price for any other public agency.

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I. USAGE REPORTS:

As a part of the contract, the Contractor will deliver to Nutrition Services Manager's office of each participating school district, quarterly usage reports listed by ship to addresses. Reports will provide the following:

- Product Description
- Manufacturer's number
- Quantity
- Total product dollars
- Items purchased by month as well as year-to-date summaries by item
- Further, the Contractor shall have computerized inventory and reporting capacity

J. SPECIFICATIONS:

Each bid shall be in accordance with the bid specifications and contract documents contained herein.

**Scope of Bid:**

It is the intent of the District to enter into a contract with the successful bidder, to furnish fresh produce products as required for a minimum period of one (1) year, up to a maximum of five years.

1. **Ordering and Delivery:**

Orders will be placed based on the needs of each school/location as determined by the individual school districts and shall be filled and delivered at no additional cost to the individual school districts. At the request of the District, products shall be delivered directly to each school/site where the product will be consumed. Other than the unit price bid for each item, no additional costs, such as extra shipping costs, minimum orders, etc., shall be a part of this contract. It is understood by the bidder that the unit price shall include all costs, EXCEPT TAX. The destination for each order will be determined by the District per order that is placed. Delivery locations are contained within this bid. Bids will include pricing for two times per week delivery, and once per week delivery.

Fresh Produce products shall be delivered to the refrigerators/cooler in each individual kitchen in the schools. It is anticipated that deliveries shall be made twice per week unless the Nutrition Services Department for the applicable District approves other arrangements.

At the request of the District, deliveries may be discontinued during regular school vacation periods.

Deliveries during and after school breaks, i.e., spring, winter and summer break, must be coordinated with all of the Nutrition Services Departments. The Nutrition Services Department's may be reached as follows:

- Sumner School District (253) 891-6450
- Franklin Pierce School District (253) 298-4618

Access is limited during non-school days. Deliveries will need to be coordinated with each building Custodian or the kitchen staff to make deliveries during those times.

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**2. Delivery Equipment:**

Carrier shall utilize only properly insulated equipment capable of maintaining fresh produce products at 40 degrees (F) and produce shall not exceed 41 degrees (F) at time of delivery. Delivery trucks shall be clean and available for inspection by State/County Health Departments or USDA representatives.

**3. Billing:**

A daily, itemized invoice will accompany each school's delivery fresh produce products.

The produce company must issue monthly itemized statements for each school. These statements must be mailed to the Nutrition Services Department by the fifth of each month. The District authorizes payment for each individual invoice and compares the invoices to the statement.

When requested by the District, an itemized invoice shall be issued on items for *other programs* outside of the Nutrition Services Department.

**4. Credits:**

Contractor agrees that fresh produce products that have been deemed to be unsatisfactory due to taste, consistency, color, or is outdated at time of delivery will be fully credited back to the specific school/site where the product was originally delivered. All credits must be applied toward the original invoice and not as an over credit to our account.

**5. Fresh Produce and Prepared Products:**

All products shall be stored prior to delivery in a plant properly constructed and operated under strict sanitary conditions and must meet all health and safety standards. The District reserves the right to inspect successful bidder's plant if deemed necessary.

**6. Pricing:**

To protect the successful bidder and the District, a provision to escalate or de-escalate the prices according to prevailing market provisions will be included in the Fresh Produce Products Contract. The vendor has the option to submit at their discretion two pricing structures for consideration.

One bid, titled "Fresh Produce Products Bid Form" is based upon specified volume (estimated annual usage), whereby the pricing may escalate or de-escalate based upon market conditions. The other option, titled "Fresh Produce Products Bid Form – Firm Fixed Annual Price Option" is for the vendor to submit a "Firm Fixed Price" for selected produce products that is also based upon specified volume (estimate annual usage). The prices for the Firm Fixed Pricing shall remain constant for the entire contract period. Unit price shall be based on the estimated usage that is included in this bid package – the estimate usages are to be used for bidding purposes only and the District shall not be held liable for said volumes if the volumes are not achieved on an annual basis. Pricing is based on the following formula and must be bid accordingly:

$$\text{Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

**A. Unit Price:** The unit price is defined as the total price charged to the District per unit for a product delivered to the District.

**B. Delivered Price:** The delivered price is defined as the actual invoice price of a product that the vendor has paid a manufacturer or supplier for that product delivered to their distribution point. This price includes any transportation costs necessary for delivery to the distribution point and is sometimes referred to as "landed cost."

The amount bid as the cost over case/pound price shall be used as the means of constructing the final case/pound price. The District reserves the right to compare final prices to the cost quotes of other suppliers. In addition, the District reserves the right to randomly audit vendor's invoices from their suppliers.

**C. Distribution Price:** The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. The distribution price typically consists of the vendor's projected general and administration costs, overhead, packaging costs, transportation costs from the prime vendor's distribution point, including all fuel costs and other projected expenses associated with the vendor (function & anticipated profit). This distribution price is intended to reflect the difference between the delivered price and the

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unit price to deliver the specified product to the customer. This distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food or beverage item. This dollar amount shall remain constant for the term of the contract.

**D. Price Escalation:** This bid will be subject to escalation, up or down, based upon cost changes for all products, excepting those products bid on a Firm Fixed Price basis. Price changes will be made only on the first school day of each month to be effective for that month and the following months until another change in the base price is determined.

**7. Delivery/Pick-up:**

The accompanying "DELIVERY LOCATIONS" list indicates school and auxiliary buildings to which produce products may be delivered.

The District reserves the right to demand and the supplier agrees to deliver products at the contract price, to such locations as may be indicated by the District from time to time during the Partnership Agreement.

All produce products will be delivered daily between 6:00 a.m. and 10:00 a.m. or at a time mutually agreed upon between Nutrition Services and the successful bidder(s). Delivery every other day may be arranged if a school has adequate refrigeration. No deliveries will be made during the lunch service period.

On the first day of school following summer vacation, winter break, or any vacation period of a five day duration, products must be delivered to all school buildings by 10:00 a.m., before the first lunch period. Thereafter, if arrangements are made in advance, deliveries can be made to the designated schools between 12 noon and 2:30 p.m. daily, in lieu of morning delivery, for use the following day.

The successful supplier(s) must give two weeks advance written notice to Nutrition Services, listing each school building that will receive regular afternoon delivery between 12:00 noon and 2:30 p.m. This list shall be subject to approval by Nutrition Services, but every effort shall be made to accommodate the complete listing unless there is unavoidable conflict in a school building. All other deliveries must be made at a mutually agreed upon time, between 6:00 a.m. and 10:00 a.m. Because of limited storage facilities, delivery schedule must be consistent to assure that products are available for each serving period as required.

**8. Health/Sanitation:**

All fresh produce products must be produced, handled and transported in a sanitary manner and in compliance with all requirements of the Tacoma-Pierce County Health Department.

Should any additional State and/or Federal regulations be imposed affecting the delivery of fresh produce products, the contract shall be amended to conform to such regulations.

**9. Termination For Breach:**

In the event that any of the provisions of this contract are violated by the successful Bidder or the Bidder fails to deliver goods as specified, the District may serve written notice upon the Vendor of their intention to terminate such contract. Such notice to contain the reason for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Vendor such violation shall cease and satisfactory arrangement for correction be made, the contract shall upon expiration of said ten (10) days, cease and terminate. In the event of such termination, the District shall immediately serve the notice thereof upon the Vendor and the District may declare the Vendor in default, and procure all materials involved in the contract from other sources and the Vendor shall be liable to the District for any excess cost occasioned the District thereby.

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**10. Buy Local:**

It is the District's desire and consideration will be given to those vendors who utilize State of Washington and Pierce County grown fresh produce products. As a separate attachment to your bid, please indicate those products that are "Washington Grown" or are grown in Pierce County. Please provide a listing of those products and indicate which farms, growers and/or packers these produce products originate from.

**11. Buy American**

By submitting and signing the proposal/bid, the bidder acknowledges and certifies that his/her company complies with the Buy American provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food is from U.S. produced products. If the bidder is unable to certify compliance with the Buy American Provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

**12. Employees Who Have been Convicted Of Crimes Involving Children:**

The Bidder or any of his subcontractors, shall not utilize any employee at any District site or allow any contract between school children and any employee when an employee has plead 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 46.62 RCW), sexual exploitation of a child under Chapter 9S.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction.

Consultants/Contractors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The consultant shall provide a copy of the record to the person applying for employment to the District. If the Consultant/Contractor or applicant has had a record check within the previous two years, the Consultant/Contractor may waive the requirement. The Consultant/Contractor shall determine whether the applicant or the Consultant/Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71 a person is disqualified from employment by school district and their Consultants/Contractors hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony involving sexual exploitation of a child under chapter 9.98A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

The Consultant/Contractor will comply with all applicable state and federal laws regarding hiring of employees; including provisions of RCW 43.43.830-43.43.834, and RCW 10.97.030 and 10.97.050 relating to fingerprint and background checks through the Federal Bureau of Investigation and Washington State criminal identification fingerprint card and RCW 9.96A.020 and 1993 Chapter Law 71 relating to disqualification from employment.

**13. Use of Tobacco On School Premises:**

RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted.

**14. Bid Evaluation Criteria:**

The Sumner School District No. 320 shall use the following criteria in the awarding of bids:

RCW 43.19.1911

When purchases are made through competitive bidding, the contract shall be given to the lowest responsible bidder, subject to any preferences provided by the law to Washington products and Vendors, taking into consideration the quality of the articles proposed to be supplied, their conformity with specification, the purposes for which required, and the times of delivery;

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provided that whenever there is reason to believe that the lowest responsible bid is not the best possible price obtainable, all bids may be rejected and the Board of Directors may call for new bids. Each bid, with the name of the bidder, shall be entered on record, and each record, with the successful bidder and the bid indicated, shall after letting of the contract, be opened to public inspection. In determining "lowest responsible bidder" in addition to price, the following elements will be given consideration:

- a. The ability, capacity, and skill of the bidder to perform the contract or provide the service.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- c. Whether the bidder can perform the contract within the specified time.
- d. The quality of performance of the bidder on previous contracts or services.
- e. The previous and existing compliance by the bidder with laws of the State of Washington.
- f. Servicing resources, capability, and capacity including, the sourcing of fresh produce from growers, farmers and/or packers located in the State of Washington and Pierce County.
- g. The energy efficiency of the product as projected throughout the anticipated term of the contract
- h. Such other information as may be secured having a bearing on the decision to award contract.

### III. BID SUBMITTALS

#### BID INFORMATION

Bidder shall complete the following:

**Shipping Location:** Free On Board (F.O.B.) destination, freight prepaid and included in price bid.

**Prompt Payment Discount** \_\_\_\_\_ % 30 days. Note: Prompt payment discount periods equal to (or greater than) \_\_\_\_\_ calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

Authorized Representative:

Primary Contact-Contract Administration Name: _____ Telephone: _____ Fax: _____ Email: _____ Customer Service/Order Placement Name: _____ Telephone: _____ Fax: _____	Alternate Contact - Contract Administration Name: _____ Telephone: _____ Fax: _____ Email: _____
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**Lead-time:** Materials, equipment or services will be delivered within \_\_\_\_\_ calendar days after receipt of order (ARO).

Addresses:

Orders to be sent to: _____ _____ _____	Billing will be from: _____ _____ _____	Payment to be sent to: _____ _____ _____
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FRESH PRODUCE PRODUCTS SPECIFICATIONS:	Comply with Specification
All fresh produce and prepared products must be produced, handled, and transported in a sanitary manner and must be in compliance with all requirements of the Tacoma-Pierce County Health Department and the State of Washington.	<input type="checkbox"/> YES <input type="checkbox"/> NO
All prepared products are to be labeled, which shall include the following information: nutritional information, manufacturers name and address, plant number, quantity packaged and "Best Before Date."	<input type="checkbox"/> YES <input type="checkbox"/> NO
A listing of State of Washington and Pierce County Grown products are included with your company's information.	<input type="checkbox"/> YES <input type="checkbox"/> NO
Seven (7) schools are to be served with fresh produce products as ordered. To be delivered no later than 10:00 a.m. each day that school is in session on the specified and agreed to delivery day.	<input type="checkbox"/> YES

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

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**FRESH PRODUCE PRODUCTS  
 BID FORM**

Please complete this form with unit price and extend it based upon quantity (Quant) specified.

Item No.	Category	Quant	U/M	Pack Size	Description	Unit Price	Extended Price
1	Fruit	500	ea	Case	Apple, NW Varietal – (163 ct) includes: Fuji, Pink Lady Braeburn, Gala and Red Del.		
2	Fruit	45	ea	Case	Apple, Fuji, Granny Smith Fancy (100 ct)		
3	Fruit	100	ea	Case	Apple, Golden Del., Red Del., Granny Smith (125 ct)		
4	Fruit	287	ea	Case	Apple, Red Del., Golden Del., Gala Ex Fancy (72/80/88 ct)		
5	Fruit	266	150	Case	Grapes, seedless red, "Lunch Bunch"		
6	Fruit	462	ea	Case	Orange, Navel, Choice, seedless (113 ct)		
7	Fruit	300	150 ct	Case	Banana, green tip, school pack		
8	Fruit	95	1	Case	Pears, Bartlett, Fancy (80/90 ct)		
9	Fruit	150	ea	Case	Orange, Mandarin Satsuma		
10	Fruit	80	3 ct	Case	Melon, Cantaloupe, Honey Dew		
11	Fruit	80	ea	Pound	Pineapple		
12	Fruit	250	ea	Pound	Watermelon		
13	Fruit	122	ea	Pound	Strawberries		
14	Fruit	122	ea	Pound	Blueberries		
15	Processed	246	4/3#	Case	Broccoli, florettes		
16	Processed	574	64/2oz	Case	Apples, sliced fresh, 100% usage		
17	Processed	500	4/5#	Case	Carrots, baby peeled – 2"		
18	Processed	125	200/1.6oz	Case	Carroteenies, baby peeled		
19	Processed	215	5#	Bag	Celery Sticks		
20	Processed	422	4/5#	Case	Lettuce, Salad Mix, romaine blend		
21	Processed	577	4/5#	Case	Lettuce, Salad Mix, w/red cabbage & carrot		
22	Processed	650	4/5#	Case	Lettuce, shredded 1/4"		
23	Processed	345	4/5#	Case	Lettuce, Romaine chopped		
24	Processed	105	2/3#	Case	Cauliflower Florettes		
25	Processed	50	1#	Bag	Onions, diced		
26	Processed	84	4/2.5#	Case	Spinach, Cleaned & Trimmed		
27	Vegetable	37	12 pts	Case	Tomatoes, Cherry		
28	Vegetable	126	ea	Pound	Onions, yellow, dry		
29	Vegetable	64	ea	Pound	Onions, red, dry		
30	Vegetable	35	ea	Pound	Herbs, Flat Leaf Parsley		

Request for Bid # FP-1117  
 Fresh Produce Products  
 DUE: July 11, 2017

31	Vegetable	35	ea	Pound	Herbs, Cilantro		
32	Vegetable	40	ea	Pound	Bean Sprouts		
33	Vegetable	100	ea	Pound	Mushrooms, Button		
34	Vegetable	100	ea	Pound	Squash, Zucchini, Butternut		
35	Vegetable	242	25#	Case	Tomatoes, loose pack, med size & ripe		
36	Vegetable	325	1	Carton	Cucumbers, 6 ct, US #1		
37	Vegetable	150	1	Carton	Potatoes, Russets, 80 ct		
38	Vegetable	216	1	Case	Red Bell Peppers		
39	Vegetable	127	1	Case	Green Bell Peppers		
						Total	

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

Request for Bid # FP-1117  
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 DUE: July 11, 2017

**FRESH PRODUCE PRODUCTS  
 BID FORM  
 "Firm-Fixed Annual Price Option"**

The completion and submittal of this page is at the Vendors option. This form provides the Vendor the option to submit pricing for a "Firm-Fixed" annual price for the listed items. Please complete this form with unit price and extend it based upon quantity (Quant) specified.

Item No.	Category	Quant	U/M	Pack Size	Description	Unit Price	Extended Price
1	Fruit		ea	Case	Apple, NW Varietal – (163 ct) includes: Fuji, Pink Lady Braeburn, Gala and Red Del.		
2	Fruit		150	Case	Grapes, seedless red, "Lunch Bunch"		
3	Fruit		ea	Case	Orange, Navel, Choice, seedless (113 ct)		
4	Fruit		150 ct	Case	Banana, green tip, school pack		
5	Fruit		1	Case	Pears, Bartlett, Fancy (135 ct)		
6	Processed		64/2oz	Case	Apples, sliced fresh, 100% usage		
7	Processed		4/5#	Case	Carrots, baby peeled – 2"		
8	Processed		200/1.6 oz	Case	Carroteenies, baby peeled		
9	Processed		5#	Bag	Celery Sticks		
10	Processed		4/5#	Case	Lettuce, Salad Mix, romaine blend		
11	Processed		4/5#	Case	Lettuce, Salad Mix, w/red cabbage & carrot		
12	Processed		4/5#	Case	Lettuce, shredded 1/8"		
13	Processed		4/5#	Case	Lettuce, shredded 1/4"		
14	Vegetable		1	Carton	Cucumbers, 6 ct, US #1		
15	Vegetable		1	Carton	Potatoes, Russets, 80 ct		
					Total		

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

Request for Bid # FP-1117  
 Fresh Produce Products  
 DUE: July 11, 2017

General Contract Requirements

1	All Products delivered F.O.B. Destination, freight prepaid and included in the price.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2	What is the lead time for delivery after receipt of order?		
3	<b>Pricing</b> -All prices shall be firm for 30 days, after which prices may increase or decrease in accord with market changes.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4	Terms of Co-operative Purchasing clauses are acceptable? (See page 5, 9-G & 9-H)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5	For alternate products should the District need additional products similar to those covered by this bid, please provide a current price list and indicate what pricing can be expected.		
6	Use of Federal funding by Nutrition Services requires that all vendors providing goods and services to the district complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (attached).	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7	Use of Federal funding by Nutrition Services requires that all vendors providing goods and services to the district complete the Certification Regarding Lobbying Child Nutrition Programs (attached).	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8	Do you have an order form to expedite the order process? <u>Include sample order form with your bid documents.</u>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9	<ul style="list-style-type: none"> <li>• <b><u>USAGE REPORTS:</u></b> The Nutrition Services Manager will receive the monthly usage report on or before the 20<sup>th</sup> of each month for the prior month's usage.</li> <li>• Product Description</li> <li>• Quantity</li> <li>• Total product dollars</li> <li>• Items purchased by month as well as year-to-date summaries</li> <li>• Can usage reports be sent in Microsoft Excel format and emailed directly to the district?</li> </ul>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		<input type="checkbox"/> YES	<input type="checkbox"/> NO

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

REFERENCES

Request for Bid # FP-1117  
Fresh Produce Products  
DUE: July 11, 2017

Bidder shall provide at least five (5) references (preferable school districts, hospitals, public entities) currently doing business with the bidder.

Name & Address of Client	Telephone No. & Name of Contact Person

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

#### IV. SUPPLEMENTAL INFORMATION

Bidders shall complete the following required information. Where additional space is needed and/or where specifically requested, submit an attached letter.

Identify any subcontractors who will perform services in fulfillment of contract requirements the nature of services to be performed and anticipated dollar value of each subcontract. Include federal tax identification (TIN) number for each subcontractor:

_____	\$ _____	Tin: _____
_____	\$ _____	Tin: _____
_____	\$ _____	Tin: _____

CONTRACTOR WAREHOUSE: Bidder shall indicate below the warehouse location at which material, equipment or supplies will be stored.

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

PHONE: \_\_\_\_\_  
CONTACT: \_\_\_\_\_

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

Sumner School District #320  
1202 Wood Avenue  
Sumner, WA 98390

Request for Bid #FP-1117  
Fresh Produce Products  
DUE: July 11, 2017; 10:00 AM  
OFFER AND AWARD

STANDARD DEFINITIONS  
STANDARD TERMS AND CONDITIONS

Bidder further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein. Submitting this document with an authorized signature constitutes complete understanding and compliance with the terms and conditions and certifies that all-necessary facilities or personnel are available and established at the time of bid submittal.

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_____ (Company Name)	_____ (Typed or Printed Name)
_____ (Address)	_____ (Title)
_____ (City)            (State)            (Zip)	_____ (Phone No.)
_____ (Federal Tax Identification Number)	_____ (Bidder's Signature)            (Date)
_____ (Washington UBI Number)	_____ (Bidder's Signature)            (Date)

Sumner School District #320  
1202 Wood Avenue  
Sumner, WA 98390

U.S. DEPARTMENT OF AGRICULTURE  
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 INSTRUCTIONS THAT FOLLOW)

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.

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 of Project Name

\_\_\_\_\_

\_\_\_\_\_

Name and Title(s) of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_

Signature(s)

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## INSTRUCTIONS FOR CERTIFICATION

By signing and side in submitting this form, the prospective lower tier participant is providing the certification set out on the reverse accordance with these instructions.

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.

The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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 disbarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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 Transaction," with modification, in all Lower tier covered transactions and in all solicitations for lower tier covered transactions.

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.

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

Except for transactions authorized under paragraph 4 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

Sumner School District #320  
1202 Wood Avenue  
Sumner, WA 98390

which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

Contractors who desire to provide the Sumner School District with equipment, supplies and/or professional services must comply with the following affirmative action contract requirements. The Vendor agrees as follows:

1. Vendor agrees to comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union workers' representative of the contractor's affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Any vendor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from Sumner School District #320, or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

Sumner School District #320  
1202 Wood Avenue  
Sumner, WA 98390

Acknowledgment: The undersigned acknowledges that he/she has read and understands the foregoing:

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Signature of Authorized Agent Date

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Name of Company

Sumner School District #320  
1202 Wood Avenue  
Sumner, WA 98390

CERTIFICATION REGARDING LOBBYING CHILD NUTRITION PROGRAMS

Child Nutrition Services  
Old Capitol Building, PO Box 47200  
Olympia, WA 98504-7200

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief that:  
No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid 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 this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FORM SPI 280F-1 (Rev. 3/98)

Sumner School District #320  
 1202 Wood Avenue  
 Sumner, WA 98390

**Delivery Locations**

District	Delivery Location
<b>Sumner School District</b>	Mountain View Middle School 10921 199 <sup>th</sup> Ave Ct E Bonney Lake, WA 98391
	Lakeridge Middle School 5909 Myers Rd E Bonney Lake, WA 98391
	Sumner Middle School 1508 Willow St. Sumner, WA 98390
(occasional delivery)	Bonney Lake High 10920 199 <sup>th</sup> Ave Ct E Bonney Lake, WA 98391
(occasional delivery)	Sumner High School 1707 Main St. Sumner, WA 98391
	Daffodil Valley Elementary 1509 Valley Ave. Sumner, WA 98390
<b>Franklin Pierce School District</b>	11807 24 <sup>th</sup> Ave E Tacoma, WA 98445