

INVITATION TO BID ON:
MILK AND DAIRY PRODUCTS

8/2/2023
Bid No. 2023-24-02DA
SECTION I

BIDS ACCEPTED UNTIL:

August 18th 2023 @ 09:00:00am

PRICES F.O.B.:

Delivery in accordance with
SECTION II, Paragraph 2

**MILK AND DAIRY PRODUCTS
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 Washougal School District Business Services Department (“District”), 4855 Evergreen Way, Washougal, WA 98671. Bids received at a location other than the Business Services 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. 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. Brands of equal specifications, quality, performance, and use will be considered on an “or equal” basis. Offerings of alternate quality or features may, at the 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 its bid after the bid opening time nor 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 Business Services 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 the 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 seven (7) 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 exempt from retail sales tax and excise tax which applies to food products purchased for human consumption.

EQUAL EMPLOYMENT: Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the 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 District Business Services Director 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 a 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 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the District's immediate termination of the contract.

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

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 Business Services Department via mail following purchase approval by the District Board of Directors.

QUESTIONS: Questions regarding bids or requests for additional bids should be directed to the Business Services Department, Attn: Kristine Grindy 360-954-3003.

**MILK AND DAIRY PRODUCTS
ADDITIONAL TERMS AND CONDITIONS**

1. **NOTE:** ALL BIDDERS **MUST** READ AND UNDERSTAND THIS INVITATION TO BID IN ITS ENTIRETY. THERE MAY BE SPECIAL INSTRUCTIONS IN THE TERMS AND CONDITIONS OR AS AN INTEGRAL PART OF THE BID DOCUMENTS THAT WILL IMPACT THE BIDDER'S ABILITY TO PERFORM. Failure to fully and accurately complete all bid documents and supply requested information may result in a non-responsive bid. Questions shall be addressed, in writing, to Kristine Grindy, Business Services Director, 360-954-3003 at least Four (4) school business days prior to bid opening.
2. **DELIVERY OF PRODUCTS:** All locations as specified in Section III, School Locations, are to be served with milk and dairy products, as ordered, between the hours of 7 a.m. and 12 p.m. a minimum of two (2) days a week (or more frequently if needed based on product consumption and storage capacity at receiving sites) as scheduled school is in session. Other delivery schedules and times in some locations may be mutually arranged between successful contractor(s) and the District Business Services Director. Contractor(s) shall deliver products directly to the appropriate storage cabinets and rotate stock to ensure product freshness in each individual school. Contractor(s) agrees to pick up and credit the District for all full case milk overages prior to closure of schools for winter break and spring and summer vacations. Failure of the contractor(s) to meet the District's delivery schedule may result in contract termination pursuant to Section II, Paragraph 17.
3. **ORDERS:** Orders will be placed by direct coordination between contractor delivery persons and Executive Chef/Supervisor of Culinary Services or designee using standard District vendor order forms.
4. **INVOICING:** 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. Billing by the contractor shall be done on a monthly basis referencing the itemized invoices.
5. **QUANTITIES:** The District's actual requirements may vary from the quantities shown in Section V, Estimated Annual Usage, which are estimates based on the 2022-2023 school year product usage. The contract award will be based, in part, on grand total(s) of all items in Section VI, Bid Document. The estimates in Section V, Estimated Annual Usage, is a general guideline only and is not to be construed as a commitment by the District as the exact amount of products to be purchased by the District.
6. **ACCEPTABLE ROUTE AND TIME SCHEDULE:** Successful bidder shall, prior to entering into a Milk and Dairy Products Contract with the District, provide a detailed and acceptable route and time schedule reflecting full compliance with Section II, Paragraph 2.
7. **NEW PRODUCTS:** The District reserves the right to negotiate product charges as new products become available based on what is deemed to be in the best interest of the District.

8. ESCALATION PROVISION: To protect the successful bidder and District, a provision to escalate or de-escalate the prices according to prevailing market conditions will be included in the Milk and Dairy Products Contract.

In the event that another governmental marketing agency or the Northwest Dairymen's Association should "plus the market," escalation will be allowed only when documented by the contractor to the satisfaction and in the sole discretion of the District.

9. PRODUCTION COSTS ESCALATION: In the event that prices increase significantly due to unforeseen elements beyond the contractor's control, the District reserves the right to adjust contractor prices accordingly at the optional renewal of each subsequent contract year after evaluation and approval of written documentation submitted by the contractor.
10. PRODUCT WARRANTY: Product must be warranted and fit for the purpose for which it is intended. If product quality is found to be inferior after delivery, as determined by the District in its sole discretion, the contractor will replace the product or credit the District as provided for in Section II, Paragraph 2.
11. EVALUATION OF BIDS: The bid will be awarded to the lowest responsible bidder. The lowest responsible bid will be based on an evaluation of the product, its price, delivery timelines and evaluation criteria shown herein, 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 sole discretion of the District. The decision resulting from the evaluation process as to which contractor best meets the needs of various schools remains the sole responsibility of the District and is final.

Additional Evaluation Criteria

- Ability to meet the needs of the education process.
- Quality of the product offered.
- Ability to meet delivery schedule and service history.
- Agreeable and reliable billing procedures.
- Reference responses (Provided two Washington State School District References).
- Ability to meet the high need items (marked on the bid document with an Asterix in front of the item within the category), demonstrate partnership opportunities with local farms and educational opportunities.

12. BID AWARD: The District reserves the right to award Groups IA, IB, IC, II and III in Section VI, Bid Document, independently or in total as deemed in the best interest of the District.
13. PERFORMANCE BOND: The successful bidder shall, within ten (10) days after receipt of written notification of award of the contract, provide the District with a twenty-five percent (25%) performance bond. The performance bond shall be furnished by a bonding company authorized to do business in the state of Washington and collectible and enforceable in the state of Washington.
14. FACILITIES REQUIREMENTS: Bidder agrees upon request to furnish within ten (10) days a letter dated within the last thirty (30) days from the Washington State Department of Agriculture stating that bidder's establishment meets the basic requirements of the grade A pasteurized milk ordinance.
15. WORK STOPPAGE: The contractor shall be responsible for and shall so conduct itself as to prevent any reasonable avoidable stoppage of work by action of organized labor due to an act or omission of the contractor or of its employees or agents. In the event of work stoppage, it shall be the responsibility of the contractor to subcontract the required milk and dairy needs under the same terms and conditions and specifications herein unless directed otherwise in writing by the District. The District retains the option to procure product elsewhere due to failure of the contractor to provide product as specified herein.
16. CONTRACT RENEWAL: It is the desire of the District to allow the option to renew this contract under the same terms and conditions annually for four (4) additional one (1) year periods beyond the initial one (1) year contract term, which will terminate August 31, 2024. The contract may be renewed annually for one (1) year periods provided the contractor submits a written request ninety (90) days in advance of the expiration of the then current contract. The District will review the request to renew the contract to ensure it is in the best interest of the District to allow the continuance of the contract the additional year.
17. CONTRACT TERMINATION: The District, by thirty (30) days written notice, may terminate this contract, without cause, in whole or in part. In the event that this contract is terminated, in whole or in part, the District reserves the right to award the remaining contract to the next lowest responsible bidder. Any subsequent award shall be subject to all remaining contract terms and conditions.
18. REFERENCES: Bidder shall provide a written list of at least two (2) Washington State school district contractor account references with its bid.
19. POLICY FOR CONTRACTOR VEHICLES ON SCHOOL GROUNDS DURING THE SCHOOL DAY: No contractor vehicles may be driven on school grounds unless otherwise provided for herein. Under no circumstances may any vehicle be driven on a playground area while children are present on the playground. If access to a playground area is necessary, assistance must be obtained from school staff to clear the area of students prior to vehicle entry.
20. INTERLOCAL AGREEMENTS: State or other member association contracts, where applicable and in compliance with RCW 39.34, will be considered as a bid for award purposes. The District is a party to interlocal cooperative purchasing agreements with, but not limited to, the King County Directors Association and the State of Washington Office of State Procurement.
21. INDEMNIFICATION: The Contractor shall defend, indemnify, hold and save harmless the District, its agents, representatives, and employees ("Indemnitees") from all loss, damage, liability, claims, allegations or expenses (including attorney fees and all expenses of litigation), resulting from any actual

or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission by Contractor or its employees or agents relating to, arising from, or connected with of Contractor's performance of responsibilities contained in this Contract. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnitee within the scope of the Contractor's said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnitee in successfully enforcing the obligation of this paragraph shall be paid by the Contractor.

The Contractor further agrees that its, defense, indemnity and hold harmless obligations shall apply to claims made by its own employees against an Indemnitee, but in that instance only to the extent of the Contractor's own negligence or fault in whole or partly 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. The parties each confirm that this waiver of immunity under Title 51 RCW has been expressly and specifically negotiated by them.

22. 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.

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 \$1.0 Million for bodily injury liability and property damage liability; and (ii) contractual liability insurance coverage for the defense, indemnification, and hold harmless promises made by contractor elsewhere in this contract; 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 \$1.0 Million 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 \$35,000 per person per incident; (iii) and contractual liability insurance coverage for the defense, indemnification, and hold harmless promises made by contractor elsewhere in this contract. 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 this 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 this contract, the contractor shall provide to the District copies of the additional insured endorsements required by the preceding subparagraph c.3 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.

23. ASSIGNMENT/SUBCONTRACTING: This contract may not be assigned/subcontracted without written consent by the District.
24. GOVERNING LAW/VENUE: The terms of this 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 Washougal County, Washington.
25. INDEPENDENT CONTRACTORS: The parties enter into this contract 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.

**MILK AND DAIRY PRODUCTS
SCHOOL LOCATIONS**

WASHOUGAL PUBLIC SCHOOLS:

Cape Horn-Skye Elementary
9731 Washougal River Road, Washougal, WA 98671

Columbia River Gorge Elementary
35300 SE Evergreen Hwy., Washougal, WA 98671

Gause Elementary
1100 34th Street, Washougal, Washington 98671

Hathaway Elementary
630 24th Street, Washougal, Washington 98671

Canyon Creek Middle School
9731 Washougal River Road, Washougal, Washington 98671

Jemtegaard Middle School
35300 SE Evergreen Hwy., Washougal, WA 98671

Washougal High School
1201 39th Street, Washougal, Washington 98671

Washougal School District Warehouse
4855 Evergreen Way, Washougal, WA 98671

**MILK AND DAIRY PRODUCTS
SPECIFICATIONS**

GENERAL SPECIFICATIONS:

All milk, ice cream, frozen yogurt and dairy products shall be produced, handled, and transported in a sanitary manner and in compliance with all applicable laws, ordinances, rules, and regulations, including, but not limited to, the requirements of the Washington State Department of Agriculture, local milk ordinances, and the Washington Fluid Milk Act. All product containers shall be clearly labeled in accordance with all applicable labeling laws, and ingredients of products shall be clearly specified. Code dates shall be clearly legible, and a code explanation provided to District nutrition services personnel upon request. All fresh fluid milk shall be pasteurized, homogenized, and vitamin D added.

EXPIRATION CODE DATE: Milk and dairy products shall have a minimum expiration date of seven (7) days to ensure freshness of the product.

DELIVERY AND TEMPERATURE OF PRODUCTS: All fluid products shall be maintained at a temperature between 32E and 45E Fahrenheit when transported and delivered to the schools. All frozen products must be held at or below 0E Fahrenheit when delivered with no evidence of previous thawing. Should any additional federal or state regulations be imposed affecting the delivery or processing of milk, the contract shall be considered amended to conform to such regulations.

PRODUCT SPECIFICATIONS:

Item

No. Description

GROUP IA:

- 1a. Milk, fresh, 1%, .9% - 1.1% butterfat with vitamin A and vitamin D3 added. Container provisions stated in item number 1a above apply. Milk to be supplied in ½ pint rigid standard industry containers. If bidding any other container, sample must be approved in advance of bid submission. All printing on container is subject to approval by the District.
- 2a. Milk, fresh, non-fat, .25% butterfat or less with vitamin A palmitate, vitamin D3 added. Container provisions stated in item number 1a above apply. Milk to be supplied in ½ pint rigid standard industry containers. If bidding any other container, sample must be approved in advance of bid submission. All printing on container is subject to approval by the District.

GROUP IB:

- 1b. Milk, fresh, 1%, .9% - 1.1% butterfat with vitamin A and vitamin D3 added. Container provisions stated in item number 1b above apply. Milk to be supplied in ½ pint poly pouches. If bidding any other container, sample must be approved in advance of bid submission. All printing on container is subject to approval by the District.
- 2b. Milk, fresh, non-fat, .25% butterfat or less with vitamin A palmitate, vitamin D3 added. Container provisions stated in item number 1b above apply. Milk to be supplied in ½ pint poly pouches. If bidding any other container, sample must be approved in advance of bid submission. All printing on container is subject to approval by the District.

GROUP IC:

- 1c. Milk, fresh, skim, chocolate flavored, fresh, pasteurized, less than .25% butterfat. Added vitamin A & D. Milk to be supplied in 3 gallon bladders. If bidding any other container, sample must be approved in advance of bid submission. All printing on container is subject to approval by the District.
- 2c. Milk, fresh, non-fat, .25% butterfat or less with vitamin A palmitate, vitamin D3 added. Milk to be supplied in 3 gallon bladders. If bidding any other container, sample must be approved in advance of bid submission. All printing on container is subject to approval by the District.
- 3c. Milk, fresh, skim, chocolate flavored, fresh, pasteurized, less than .25% butterfat. Added vitamin A & D. Milk to be supplied in 5 gallon bladders. If bidding any other container, sample must be approved in advance of bid submission. All printing on container is subject to approval by the District.
- 4c. Milk, fresh, non-fat, .25% butterfat or less with vitamin A palmitate, vitamin D3 added. Milk to be supplied in 5 gallon bladders. If bidding any other container, sample must be approved in advance of bid submission. All printing on container is subject to approval by the District.

GROUP II: Ice Cream and Dairy Products

<u>Item No.</u>	<u>Description</u>	<u>Unit of Issue</u>
2a.	Unsalted Butter	30/1#
2b.	Sherbet, bulk, 3 gallons	1/each
2c.	Ice Cream, bulk, 3 gallons	1/each
2d.	Ice Cream, bulk, 3 gallons	1/each
2e.	Yogurt, low fat	6/32oz, case
2f.	Yogurt, Greek Honey	6/32oz, case
2g.	Yogurt, Flavored	48/4oz, case
2h.	Yogurt, 1% low fat	6/32oz, case
2i.	Cottage Cheese, non-fat, small curd	4/5#, case

2j.	Sour Cream, low-fat, container	4/5#, case
2k.	Heavy Whipping Cream 40%	6/64oz, case
2l.	100% Juice Bars, "Shape-ups", 3 oz	24/3oz, case
2m.	Creamy Orange/Vanilla Bar, 3 oz. bar	32/4 oz, case
2n.	Ice Cream Bar	24/2.5oz, case
2o.	Ice Cream Sandwich, 3 oz. bar	24/3oz, case
2p.	Shredded Cheese, Parmesan	4/5#, case
2q.	Shredded Cheese, Cheddar	4/5#, case
2r.	Shredded Cheese, Pepper jack	4/5#, case
2s.	Shredded Cheese, Swiss	4/5#, case
2t.	Shredded Cheese, Mozzarella	4/5#, case
2u.	Shredded Cheese, 80/10/10	4/5#, case
2aa.	Provolone, Log	2/6# AVG
2ab.	Block Cheese, Cheddar	6/5#, case
2ac.	Block Cheese, Pepper jack	6/5#, case
2ad.	Block Cheese, Swiss	6/5#, case

GROUP III: Frozen Yogurt with dispensing equipment provided within the quoted price.

<u>Item No.</u>	<u>Description</u>	<u>Unit of Issue</u>
3a.	Annie's frozen Low Fat Yogurt (Vanilla) Mix	2/2.5gal, case
3b.	Annie's frozen Low Fat Yogurt (Chocolate) Mix	2/2.5gal, case
3c.	Annie's frozen Non Fat Yogurt (Vanilla) Mix	2/2.5gal, case
3d.	Annie's frozen Non Fat Yogurt (Chocolate) Mix	2/2.5gal, case
3e.	Annie's frozen Yogurt Flavor Additives (various)	each
3f.	Yo-Cream frozen Low Fat Yogurt (Vanilla) Mix	6/64oz, case
3g.	Yo-Cream frozen Low Fat Yogurt (Chocolate) Mix	6/64oz, case
3j.	Yo-Cream frozen Low Fat Yogurt (multiple other flavors) Mix	6/64oz, case
3k.	Yo-Cream frozen Non Fat Yogurt (Vanilla) Mix	6/64oz, case
3l.	Yo-Cream frozen Non Fat Yogurt (Chocolate) Mix	6/64oz, case
3m.	Yo-Cream frozen Non Fat Yogurt (multiple other flavors) Mix	6/64oz, case
3n.	Yo-Cream frozen Non Dairy Yogurt (Vanilla) Mix	6/64oz, case
3o.	Yo-Cream frozen Non Dairy Yogurt (Chocolate) Mix	6/64oz, case
3p.	Yo-Cream frozen Non Dairy Yogurt (multiple other flavors) Mix	6/64oz, case
3q.	Yo-Cream frozen No Sugar Yogurt (Vanilla) Mix	6/64oz, case
3r.	Yo-Cream frozen No Sugar Yogurt (Chocolate) Mix	6/64oz, case
3s.	Yo-Cream frozen No Sugar Yogurt (multiple other flavors) Mix	6/64oz, case

**MILK AND DAIRY PRODUCTS
ESTIMATED ANNUAL USAGE**

Group IA: Provide pricing for rigid carton packaged product. (See Section II, Para 8 prior to completing this section.)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Issue</u>
1a.	Milk, fresh, 1% low fat	180,000	1/2 pint
2a.	Milk, non-fat, fortified	20,000	1/2 pint

Group IB: Provide pricing for pouch packaged product. (See Section II, Paragraph 8 prior to completing this section.)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Issue</u>
1b.	Milk, fresh, 1% low fat	180,000	1/2 pint
2b.	Milk, non-fat, fortified	20,000	1/2 pint

Group IC: Provide pricing for 3 and/or 5 gallon bladders packaged product. (See Section II, Paragraph 8 prior to completing this section.)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Issue</u>
1c.	*Milk, fresh, 1% low fat	3,000 cases	3 gallon bladder
2c.	*Milk, non-fat, fortified	3,000 cases	3 gallon bladder
1c.	*Milk, fresh, 1% low fat	2,250 cases	5 gallon bladder
2c.	*Milk, non-fat, fortified	2,250 cases	5 gallon bladder

Group II: Ice Cream and Dairy Product

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Issue</u>
2a.	Unsalted Butter	30 cases	30/1#
2b.	Sherbet, bulk, 3 gallons	10 cases	1/each
2c.	Ice Cream, bulk, 3 gallons	10 cases	1/each
2d.	Ice Cream, bulk, 3 gallons	10 cases	1/each
2e.	Yogurt, low fat	20 cases	6/32oz, case
2f.	Yogurt, Greek Honey	30 cases	6/32oz, case

2g.	Yogurt, Flavored	30 cases	48/4oz, case
2h.	Yogurt, 1% low fat	15 cases	6/32oz, case
2i.	Cottage Cheese, non-fat, small curd	10 cases	4/5#, case
2j.	Sour Cream, low-fat, container	20 cases	4/5#, case
2k.	Heavy Whipping Cream 40%	20 cases	6/64oz, case
2l.	100% Juice Bars, "Shape-ups", 3 oz	25 cases	24/3oz, case
2m.	Creamy Orange/Vanilla Bar, 3 oz. bar	25 cases	32/4 oz, case
2n.	Ice Cream Bar	25 cases	24/2.5oz, case
2o.	Ice Cream Sandwich, 3 oz. bar	25 cases	24/3oz, case
2p.	Shredded Cheese, Parmesan	20 cases	4/5#, case
2q.	Shredded Cheese, Cheddar	30 cases	4/5#, case
2r.	Shredded Cheese, Pepper jack	10 cases	4/5#, case
2s.	Shredded Cheese, Swiss	10 cases	4/5#, case
2t.	Shredded Cheese, Mozzarella	30 cases	4/5#, case
2u.	Shredded Cheese, 80/10/10	20 cases	4/5#, case
2aa.	Provolone, Log	10 cases	2/6A#AVG
2ab.	Block Cheese, Cheddar	50 cases	6/5#, case
2ac.	Block Cheese, Pepper jack	15 cases	6/5#, case
2ad.	Block Cheese, Swiss	10 cases	6/5#, case

Group III: Frozen Yogurt Product with dispensing equipment provided within the quoted price.

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Issue</u>
3a.	Annie's frozen Low Fat Yogurt (Vanilla) Mix	60 cases	2/2.5gal, case
3b.	Annie's frozen Low Fat Yogurt (Chocolate) Mix	40 cases	2/2.5gal, case
3c.	Annie's frozen Non Fat Yogurt (Vanilla) Mix	30 cases	2/2.5gal, case
3d.	Annie's frozen Non Fat Yogurt (Chocolate) Mix	30 cases	2/2.5gal, case
3e.	Annie's frozen Yogurt Flavor Additives (various)	5 Each	Each
3f.	Yo-Cream frozen Low Fat Yogurt (Vanilla) Mix	80 cases	6/64oz, case
3g.	Yo-Cream frozen Low Fat Yogurt (Chocolate) Mix	80 cases	6/64oz, case

3j.	Yo-Cream frozen Low Fat Yogurt (multiple other flavors) Mix	40 cases	6/64oz, case
3k.	Yo-Cream frozen Non Fat Yogurt (Vanilla) Mix	40 cases	6/64oz, case
3l.	Yo-Cream frozen Non Fat Yogurt (Chocolate) Mix	30 cases	6/64oz, case
3m.	Yo-Cream frozen Non Fat Yogurt (multiple other flavors) Mix	30 cases	6/64oz, case
3n.	Yo-Cream frozen Non Dairy Yogurt (Vanilla) Mix	30 cases	6/64oz, case
3o.	Yo-Cream frozen Non Dairy Yogurt (Chocolate) Mix	30 cases	6/64oz, case
3p.	Yo-Cream frozen Non Dairy Yogurt (multiple other flavors) Mix	30 cases	6/64oz, case
3q.	Yo-Cream frozen No Sugar Yogurt (Vanilla) Mix	30 cases	6/64oz, case
3r.	Yo-Cream frozen No Sugar Yogurt (Chocolate) Mix	30 cases	6/64oz, case
3s.	Yo-Cream frozen No Sugar Yogurt (multiple other flavors) Mix	30 cases	6/64oz, case

MILK AND DAIRY PRODUCTS
BID DOCUMENT

NOTE: See Sections I, II, III, IV, and V for complete specifications and details before quoting prices. The District shall have the option to make separate awards on Group I and II; each group shall be an all or none award. **BIDDER TO SPECIFY EXCEPTIONS TO UNIT OF ISSUE AND PACKAGE SIZES WHERE THEY DEVIATE FROM THAT SPECIFIED.**

The undersigned hereby bids and if such bid is accepted, agrees to enter into a contract with Washougal School District to provide the following products in strict accordance with all terms and conditions, specifications, and general requirements of the Milk and Dairy Products Bid and the prices set forth below.

FIRM NAME: _____

Group IA: Provide pricing for *rigid carton* packaged product. (See Section II, Para 8 prior to completing this section.)

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Price</u>
1a.	Milk, fresh, 1% low fat	180,000	1/2 pint	\$	\$
2a.	Milk, non-fat, fortified	20,000	1/2 pint	\$	\$

TOTAL GROUP IA \$ _____

Specify number of 1/2 pint cartons per case _____

Group IB: Provide pricing for *pouch* packaged product. (See Section II, Paragraph 8 prior to completing this section.)

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Price</u>
1b.	Milk, fresh, 1% low fat	180,000	1/2 pint	\$	\$
2b.	Milk, non-fat, fortified	20,000	1/2 pint	\$	\$

TOTAL GROUP IA \$ _____

Specify number of 1/2 pint cartons per case _____

Group IC: Provide pricing for 3 and 5 gallon bladders. (See Section II, Paragraph 8 prior to completing this section.)

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Price</u>
1c.	*Milk, fresh, 1% low fat	3,000 cases	3 gallon bladder	\$	\$
2c.	*Milk, non-fat, fortified	3,000 cases	3 gallon bladder	\$	\$
1c.	*Milk, fresh, 1% low fat	2,250 cases	5 gallon bladder	\$	\$
2c.	*Milk, non-fat, fortified	2,250 cases	5 gallon bladder	\$	\$

TOTAL GROUP IC \$ _____

Specify number of 3 gallon bladders per case _____

Specify number of 5 gallon bladders per case _____

Group II: Ice Cream and Dairy Product

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Price</u>
2a.	Unsalted Butter	30 cases	30/1#	\$	\$
2b.	Sherbet, bulk, 3 gallons	10 cases	1/each	\$	\$
2c.	Ice Cream, bulk, 3 gallons	10 cases	1/each	\$	\$
2d.	Ice Cream, bulk, 3 gallons	10 cases	1/each	\$	\$
2e.	Yogurt, low fat	20 cases	6/32oz, case	\$	\$
2f.	Yogurt, Greek Honey	30 cases	6/32oz, case	\$	\$
2g.	Yogurt, Flavored	30 cases	48/4oz, case	\$	\$
2h.	Yogurt, 1% low fat	15 cases	6/32oz, case	\$	\$
2i.	Cottage Cheese, non-fat, small curd	10 cases	4/5#, case	\$	\$
2j.	Sour Cream, low-fat, container	20 cases	4/5#, case	\$	\$
2k.	Heavy Whipping Cream 40%	20 cases	6/64oz, case	\$	\$
2l.	100% Juice Bars, "Shape-ups", 3 oz	25 cases	24/3oz, case	\$	\$
2m.	Creamy Orange/Vanilla Bar, 3 oz. bar	25 cases	32/4 oz, case	\$	\$
2n.	Ice Cream Bar	25 cases	24/2.5oz, case	\$	\$
2o.	Ice Cream Sandwich, 3 oz. bar	25 cases	24/3oz, case	\$	\$
2p.	Shredded Cheese, Parmesan	20 cases	4/5#, case	\$	\$
2q.	Shredded Cheese, Cheddar	30 cases	4/5#, case	\$	\$
2r.	Shredded Cheese, Pepper	10 cases	4/5#, case	\$	\$

	jack				
2s.	Shredded Cheese, Swiss	10 cases	4/5#, case	\$	\$
2t.	Shredded Cheese, Mozzarella	30 cases	4/5#, case	\$	\$
2u.	Shredded Cheese, 80/10/10	20 cases	4/5#, case	\$	\$
2aa.	Provolone, Log	10 cases	2/6A#AVG	\$	\$
2ab.	Block Cheese, Cheddar	50 cases	6/5#, case	\$	\$
2ac.	Block Cheese, Pepper jack	15 cases	6/5#, case	\$	\$
2ad.	Block Cheese, Swiss	10 cases	6/5#, case	\$	\$

TOTAL GROUP II \$ _____

Group III: Frozen Yogurt Product: with dispensing equipment provided within the quoted price.
(See Standard Terms and Conditions section within the RFP.)

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total Price</u>
3a.	Annies frozen Low Fat Yogurt (Vanilla) Mix	60 cases	2/2.5gal, case	\$	\$
3b.	Annies frozen Low Fat Yogurt (Chocolate) Mix	40 cases	2/2.5gal, case	\$	\$
3c.	Annies frozen Non Fat Yogurt (Vanilla) Mix	30 cases	2/2.5gal, case	\$	\$
3d.	Annies frozen Non Fat Yogurt (Chocolate) Mix	30 cases	2/2.5gal, case	\$	\$
3e.	Annies frozen Yogurt Flavor Additives (various)	5 Each	Each	\$	\$
3f.	Yo-Cream frozen Low Fat Yogurt (Vanilla) Mix	80 cases	6/64oz, case	\$	\$
3g.	Yo-Cream frozen Low Fat Yogurt (Chocolate) Mix	80 cases	6/64oz, case	\$	\$
3j.	Yo-Cream frozen Low Fat Yogurt (multiple other flavors) Mix	40 cases	6/64oz, case	\$	\$
3k.	Yo-Cream frozen Non Fat Yogurt (Vanilla) Mix	40 cases	6/64oz, case	\$	\$
3l.	Yo-Cream frozen Non Fat Yogurt (Chocolate) Mix	30 cases	6/64oz, case	\$	\$
3m.	Yo-Cream frozen Non Fat Yogurt (multiple other flavors) Mix	30 cases	6/64oz, case	\$	\$
3n.	Yo-Cream frozen Non Dairy Yogurt (Vanilla) Mix	30 cases	6/64oz, case	\$	\$
3o.	Yo-Cream frozen Non	30 cases	6/64oz, case	\$	\$

	Dairy Yogurt (Chocolate) Mix				
3p.	Yo-Cream frozen Non Dairy Yogurt (multiple other flavors) Mix	30 cases	6/64oz, case	\$	\$
3q.	Yo-Cream frozen No Sugar Yogurt (Vanilla) Mix	30 cases	6/64oz, case	\$	\$
3r.	Yo-Cream frozen No Sugar Yogurt (Chocolate) Mix	30 cases	6/64oz, case	\$	\$
3s.	Yo-Cream frozen No Sugar Yogurt (multiple other flavors) Mix	30 cases	6/64oz, case	\$	\$

TOTAL GROUP III \$ _____

For every \$.10 per cwt. change in prices stated above as published by the Federal Marketing Administrator, the prices quoted in this bid will increase or decrease by this specified Amount: \$ _____

QUESTIONNAIRE:

Bid No. 2023-24-02DA
SECTION VII

1. Is your firm insured for product liability?
yes no

Specify carrier and
limits _____

2. Is your firm insured for property liability?
yes no

Specify carrier and
limits _____

3. Are the employees of your firm in a union or collective bargaining group?
yes no

4. If answer to No. 3 is "yes," how will milk and dairy products be provided in the event of a work stoppage?

5. Is your firm bound under NW Milk Marketing Federation?
yes no

6. Do you have local farm connections?
yes no N/A

7. Will would your local farm connections engage in educational opportunities such as guess speaking, etc?
yes no N/A

Bids are subject to all terms and conditions furnished with bid documents. By signing bid, bidder affirms having read all terms and conditions and agrees thereto and warrants that bids supplied herein conform to specifications herein, except if otherwise stated in a special written condition by the District.

Receipt of Addenda numbered _____ is hereby acknowledged.
(fill in number of each addenda received)

I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this bid is complete and accurate to the best of my knowledge. I understand that if the District awards a contract for milk and dairy products to my firm, it does so in reliance upon the information set forth and commitments made within this bid.

Name of Company

Signature of Authorized Agent

Typed Name _____

Title _____

Date _____

(Signature: Bid not acceptable unless signed by an Authorized Officer or Employee. Rubber stamp or typed signature is NOT acceptable.)

Bid No. 2023-24-02DA
Supplemental Form

COMPLETE AND RETURN WITH YOUR BID

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

We further designate

Name: _____
Title: _____
Telephone Number: _____

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

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

In signing this Request for Quote, Vendor certifies that they, nor their officers, directors or persons having supervisory responsibilities, are on Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

By signing below, the Vendor 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.

Signed: _____
Title: _____
Firm: _____
Address: _____
City & State: _____
Date: _____