

Grandview School District
REQUEST FOR PROPOSALS (RFP)

PROJECT TITLE: Fresh Produce

PROPOSAL DUE DATE: August 12, 2015 by 3:00 p.m., Bid Opening 3:30 pm

EXPECTED TIME PERIOD FOR CONTRACT: August 24, 2015 – August 24, 2016.
May be renewed for up to two (2) additional years.

ELIGIBILITY: This procurement is open to those individuals or organizations that satisfy the minimum qualifications stated herein and that are available and licensed (as appropriate) in Washington State.

SCHOOL DISTRICT RFP COORDINATOR(S):

For Service Questions

NAME: Marcia Wagner

PHONE: 509-882-8532

FAX: 509-882-2029

E-MAIL: mkwagner@gsd200.org

ADDRESS: 913 West Second Street
Grandview, WA 98930

For Contract Questions

NAME: Brad Shreeve

PHONE: 509-882-8510

FAX: 509-882-2029

E-MAIL: bshreeve@gsd200.org

ADDRESS: 913 West Second Street
Grandview, WA 98930

This RFP is available on the Grandview School District website located at www.gsd200.org and at the District Office, which is located at the above address.

GENERAL TERMS AND CONDITIONS

General - This information to bidders is in addition to any instruction or conditions stated elsewhere in the Contract Document.

Bids – To receive consideration, RFP's shall be made in accordance with the following instructions:

Deadline for Receipt of RFP – RFP's will be received prior to 3:00pm on August 12, 2015 and will be opened and read publicly on August 12, 2015 at 3:30pm and reviewed. Envelopes containing a bid must be sealed, prominently marked with the bid title, bid opening time/date and the name of the bidder. Bids should be submitted to:

Grandview School District #200
Attn: Brad Shreeve
913 West Second Street
Grandview, WA 98930

RFP COORDINATOR(S)

The RFP Coordinator(s) are the sole point of contact in the District for this procurement. All communication between a Proposer and the District shall be with the RFP Coordinator(s) identified on the cover page of this RFP.

Any other communication will be considered unofficial and non-binding on the District. Bidders are to rely on written statements issued by the RFP Coordinator(s). Communication directed to parties other than the RFP Coordinator(s) may result in disqualification.

Bids/Proposals: To receive consideration, Bids/Proposals shall be made in accordance with the following terms:

1. **The Bid** – All items on the form should be stated in figures and signatures of all individuals must be in long hand. The completed form should be without alterations or erasures. Unsigned bids will not be accepted.
2. **Fax bids** - will not be accepted.
3. **Definitions** – Responsible: a bidding party possessing the skill, judgement, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a bid which meets all of the specifications set forth in the request for bids.
4. **Name and Nature of Bidder's legal entity** – the bidder shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

5. **Withdrawal of Bid** – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent.
6. **Assignment of contract or purchase order** – The bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
7. **Bid Negotiations** – A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or of similar intent, will be considered as non-responsive to the specific item.
8. **Prices** – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Yakima County for products listed herein.
9. **Taxes** – Taxes shall not be included in unit prices. The successful bidder shall list separately any taxes payable by the District.
10. **Performance Guarantee** – The successful bidder may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Assistant Superintendent of Business/Finance. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of Washington and satisfactory to the District and filed with the Assistant Superintendent of Business/Finance is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.
11. **Brand name and number** – The bidder shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name of the make and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Nutrition Services Director to be equal in all respects to that specified.
12. **Quantity and Quality of Materials or services.** The successful bidder shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications.
13. **District Requirements** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the bid and required during the contract

period shall be ordered and purchased from the successful bidder during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for the delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation, experimentation, special programs and/or emergency needs.

14. **Acceptance or Rejection of Bids** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidders may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety calendar days after bid opening.
15. **Bid Exceptions** – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decision shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted with be considered.
16. **Awards** – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
17. **Execution of Contract** - Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder and the District and the bidder's acceptance of these Bid Instructions and Conditions.
18. **Delivery** – The time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specifies, the successful bidder shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to the District. Each item shall be securely and properly packed and labeled as to contents. All shipments shall be accompanied by an invoice.
19. **Default by Contactor** – The District shall hold the bidder responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirement. If the successful bidder fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices name and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/ purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.
20. **Insurance** – The successful bidder shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the

contract. Also, the bidder may be required to file proof of such insurance, naming Grandview School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder.

21. **Invoices and Payments** – Unless otherwise specified, the successful bidder shall render invoices in duplicate for materials delivered or services performed under the contract to: Grandview School District, Accounts Payable, 913 West Second Street, Grandview, WA 98930. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder shall list separately any taxes payable by the District. Invoices received by the 10th of the month will be paid the last working day of the month.
22. **American Made Products** – The bidder shall acquire and provide only produce grown in the United States whenever possible. Exceptions are only for products that are not available or grown in the United States. Successful bidder must notify the School District whenever items are being proposed that are not grown in the United States.
23. **Miscellaneous Provisions:**
 - a. **Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.
 - b. **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
 - c. **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
 - d. **Amendments** – the terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
 - e. **Entire Agreement** – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
 - f. **Force majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
 - g. **Hold Harmless Clause** – The successful bidder agrees to indemnify, defend and save harmless Grandview School District, its governing board, related divisions and entities,

officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of or in a manner connected with the bidder or bidder's agents, employees or subcontractors performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

- h. **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and State or Federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
- i. **Permits and Licenses** – The successful bidder and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- j. **Contact Documents** – The complete contract includes the following documents: the advertisements for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provision of the other documents as though fully set out therein.
- k. **Independent contractor** – While engaged in carrying out and complying with terms and conditions of this contract, the bidder agrees by his/her signature on the Bid form that he/she is an independent contractor and not an officer, employee or agent of the District.
- l. **Anti-discrimination** – It is the policy of the Grandview School District Board of Education, that in connection with all work performed under purchasing contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex or religious creed. Therefore, the bidder agrees to comply with all Federal and Washington laws. In addition, the successful bidder agrees to require like compliance by all subcontractors employed on the work by him.
- m. **Termination without Cause** – This agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.
- n. **Product shortages** – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

SUBMISSION OF BIDS

Bidders are required to submit two (2) sealed hard copies of the proposal. The Bid, whether mailed or hand delivered, must arrive at the District no later than 3:00 p.m., local time, on August 12, 2015 at the Grandview School District Office, located at 913 West Second Street in Grandview, Washington.

Mailed proposals are to be sent to: Grandview School District, ATTN: Brad Shreeve-RFP Coordinator, 913 West Second Street, Grandview, WA, 98930. The envelope/package should be clearly marked "Fresh Produce BID Enclosed".

Proposers must allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator(s). Proposers assume the risk for the method of delivery chosen. The District assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as email or facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the District and will not be returned.

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the District.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Superintendent or designee and the apparent successful proposer; thereafter, the proposals shall be deemed public records that are subject to disclosure under the Public Records Act (RCW 42.17).

Any information in the proposal that the proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340 must be clearly designated. The page must be identified and must include the particular exception from disclosure upon which the proposer is relying. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The District will consider a proposer's request for exemption from disclosure; however, the District will make a decision predicated upon the Public Records Act. Marking the entire proposal exempt from disclosure will not be honored. The proposer must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to Brad Shreeve is required. All requests for information should be directed to Brad Shreeve.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to anyone who has notified the District they are responding to the RFP and who has requested notice of any addenda. Proposers' questions regarding this RFP and the RFP Coordinator(s)'s answers, as well as any other pertinent information shall be provided in addenda. The addenda will be posted on the District website www.gsd200.org under Departments/Business HR/Current RFP's.

The District reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. The District also has the right to reject any or all proposals.

ACCEPTANCE PERIOD

A proposer may not withdraw his/her proposal after the time and date the proposals are due and before the District has awarded a contract, unless the District does not award a contract within sixty (60) days of the date the proposals were due. If the District's decision to award a contract is delayed for more than sixty (60) days, the District may invite proposers to agree to extend their proposal.

RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator(s) to determine compliance with administrative requirements and instructions specified in this RFP.

The District reserves the right, at its sole discretion, to waive minor administrative irregularities and to reject any or all proposals.

MOST FAVORABLE TERMS

The District reserves the right to make an award without further discussion of the proposal that is submitted. Therefore, the proposal should be submitted with the most favorable terms. The District may contact the proposer for clarification, but there will not be an opportunity for proposers to present "best and final" offers. Proposers must be prepared to enter into a contract based on their proposal and the terms and conditions in this RFP.

COSTS TO PROPOSE

The District shall not be liable for any costs incurred by the proposer in preparation of the proposal that is submitted in response to this RFP, or for any presentations or other activities related to responding to this RFP.

REJECTION OF PROPOSALS

The District reserves the right in its sole discretion to reject any and all proposals and not to issue a contract. This RFP does not obligate the District to award a contract for the services specified herein.

SCOPE OF WORK

The Grandview School District is requesting proposal (RFP) for Fresh Produce. This produce is served throughout the District and requires timely delivery to schools. The District requires bidder to have knowledge and experience in fresh produce for school programs.

The term of this RFP is one year beginning August 24, 2015 and then renewable for two one year terms at the discretion of the District.

Partial bids or bids listing items as special order will not be accepted; such bids will be considered non-responsive.

BIDS must be submitted to the Grandview School District, 913 West Second Street, Grandview, WA, 98930 prior to 3:00pm Wednesday August 12, 2015.

BID CONTENTS

The proposal shall contain the following eight components in this order:

1. Submittal Letter
2. Produce Specifications and Conditions
3. Cost Bid and Certifications (2 pages)
4. Non-Collusion Declaration
5. Prime Point of Contact
6. References
7. Certification of Suspension and Debarment
8. Bidder Checklist (this sheet)

SUBMITTAL LETTER (MANDATORY)

The Letter of Submittal must be signed and dated by a person authorized to legally bind the proposer to a contractual relationship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the proposer and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be negotiated.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
5. Location of the facility from which the proposer would operate.
6. Identify any District State employees or former District employees employed or on the proposers governing board as of the date of the proposal. Include their position and responsibilities within the proposer's organization. If following a review of this information, it is determined by the District that a conflict of interest exists, the proposer may be disqualified from further consideration for the award of a contract.
7. Describe any reports or process you have for evaluating your business to ensure quality of products and professionalism in the work place.
8. **A copy of your business food safety plan.**

REFERENCES

A list of three (3) references of other local school districts. The list must include the organization name, telephone number, individual to contact and e-mail address.

Vendor Name: _____

Produce Specifications and Conditions

All grades refer to USDA standards unless otherwise specified

General Information

All suppliers shall comply with the U.S. Pure Food and Drug Act, Washington State Agriculture requirements, county and city laws and ordinances for their production, handling, processing, marking, and labeling. All prepared products must be prepared without the use of sulfating agents. In accordance with "Buy American," every effort will be made to provide first locally grown, then American grown produce. If U.S. grown produce is not available in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.

Packing

All prepared vegetables are to be vacuum-packed in heavy duty, pinhole free, and food grade plastic bags. All prepared items are required to carry legible, open code dating on each bag, to indicate expiration date of item.

Partial cases of produce are to be packed in appropriate containers to arrive in a firm, unblemished state.

Cases and packages shall be so constructed as to insure safe and sanitary transportation to point of delivery. Damaged cases may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for produce or freight.

Pricing

All vendors are to utilize a percentage markup over the USDA San Francisco high market quote for July 2015 for this RFP. All whole case fruits and vegetables should be quoted off this pricing structure and a copy of the high market quote used must accompany this bid.

Ordering

The vendor must allow for up to 5 orders/deliveries per week.

Only vendors with no minimum order requirements will be considered for this award.

Delivery

The District may require the vendor to make separate deliveries to the Central Kitchen, High School, and Middle School.

All deliveries must be made during hours the sites are open. Dark drops will not be acceptable.

Produce must be delivered in refrigerated, clean, well-maintained trucks that are free of excess dirt and debris and clearly labeled with the name of the vendor.

Deliveries must be made between the hours of 6am and 1pm and must be accompanied by an itemized invoice. Each invoice must include the item name, unit price, price extension, and total price of delivery. Sufficient time must be allowed at time of delivery for adequate inspection of the product for quantity and quality. The District reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or past peak ripeness.

Agreement

The District reserves the right to terminate this Agreement for default or for its convenience. If the agreement is terminated for convenience, the contractor shall only be paid for services and products rendered to the date of termination.

Substitutions

Substitutions in quality or quantity shall receive prior approval from the District Nutrition Services Department Director in order to qualify for payment. If substitution is unavoidable due to market conditions, Contractor shall offer equivalent item with District approval at no additional cost to the District for produce or freight.

Previous Performance

Bidders are advised that the District reserves the right to reject a bid from a bidder that cannot demonstrate the ability to provide the necessary products and services required under this agreement. Bidders are required to submit an attachment listing their currently serviced school districts. The list shall include district name, food service director's name and phone number. Bidders may be required to verify that they have been in the business called for in this Request for Proposal for at least twelve months. Service is a factor in the award of this quote. A vendor's recent delivery and performance under any previous or existing contract will be examined. Poor performance or references of current or past customers may be cause for disqualifying a bidder for any section or item in this quote.

Commitment to School Food Service

As food safety is a major concern in our schools, submit with this bid your Good Agricultural Practices documentation of food safety and sanitation program.

Bidders must have personnel that can work with District personnel on a weekly basis to assist with product ordering, selection and availability. Special consideration will be given to the vendor who has personnel that is actively involved in WSNA and/or any legislative activities that benefit school nutrition.

Bidder must have a documented Hazard Analysis Critical Control Program (HAACP) including product recall. Enclose a copy of the program.

Criteria for Award

The District will evaluate each bid and select the bid that best meets the needs of the District. The District reserves the right to award to the vendor that in the solid judgment of the District, best accomplishes the desired results.

Bid evaluation/recommendation will be based on, but not limited to the following criteria:

Cost	40%
Capability of Supplying product	30%
Experience and Past Performance	10%
Local Business (within 50 miles)	10%
Customer Service	<u>10%</u>
Total	100%

Grandview School District
Fresh Produce BID 2015

Vendor Name: _____

Cost BID Page (2 pages)

Please indicate ____% mark up over USDA Wholesale Market Price Report,
San Francisco July 2, 2015 (Current Market Price per Specifications)

Product	Case Pack	Price	Total Cost
Apples Red Delicious	125ct		
Apples Gala	125ct		
Banana Green Tip	40#		
Berries, Strawberries	2/4#		
Broccoli Florettes	4/3#		
Carrot Baby peeled	4/5#		
Carrot Mini peeled	200/1.5oz		
Cauliflower Florettes	3#		
Celery Stick 4"	5#		
Cucumber	36 ct		
Grapes Red Lunch Bunch	1 lug		
Jicama Stick 4"	5#		
Kiwi	1 lug		
Lettuce, Romaine Chopped	6/2#		
Lettuce, Shredded	4/5#		
Lettuce, Red Leaf	20#		
Melon, Cantaloupe	3 ct		
Melon, Watermelon	3ct		
Onion, Green	5#		
Onion, Yellow	5#		
Oranges	113ct		
Pear	80/90ct		
Pepper, Green	5#		
Pepper, Red	5#		
Spinach clipped	4/2#		
Squash, Butternut cubes	4/5#		
Squash, Zucchini sticks	5#		
Tomato, Roma	20#		
Tomato, Large loose pack	20#		
Tomato, Cherry	12ct		

Certification of BID

It is acknowledged that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the Grandview School District No. 200. The undersigned Bidder hereby represents as follows: That this Bid is made without connection with any person, firm or corporation making a Bid for the same material, and is in all respects fair and without collusion or fraud. I hereby certify that I have read all bid requirements and Addenda and declare under penalty of perjury under the laws of the State of Washington that the presentations made in this bid are true and correct.

Organization Name: _____

Address: _____

Web site: _____

Tel. No. _____

Fax No. _____

Signed _____ Date _____

Print Name _____

Title _____

E-mail: _____

Federal Tax ID Number: _____

Grandview School District
Fresh Produce BID 2015

Non-Collusion Declaration
To be Executed by and submitted with Bid

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Date

Company Name

Printed Name of Authorized Company Representative and Title

Signature of Authorized Company Representative

Grandview School District
Fresh Produce BID 2015

Prime Point of Contact

Company Name

Address

City/State

Type/Print Name

Title

Signature

Date

Area Code / Phone Number

Fax Number

E-Mail Address

Grandview School District
Fresh Produce BID 2015

References

Submit three references from current school districts in which you provide services.

School District	Contact Person	Phone Number/E-mail
-----------------	----------------	---------------------

School District	Contact Person	Phone Number/E-mail
-----------------	----------------	---------------------

School District	Contact Person	Phone Number/E-mail
-----------------	----------------	---------------------

Certificate of Suspension or Debarment

Non-federal entities are prohibited by Federal Executive Orders 12549 and 12689 from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements.

I certify, to the best of my knowledge, that this contracting organization and its principals are not suspended, debarred, proposed for disbarment, declared ineligible, or voluntarily excluded by any federal agency from federal procurement and non-procurement programs.

I also certify that in the event that this contracting organization and its principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded by any federal agency from federal procurement and non-procurement programs, I will immediately notify Grandview School District Business Office.

Company Name and Address

Printed Name and Title of Authorized Representative

Authorized Representative Signature

Date

Bidder's Checklist

Bidder Name: _____

Please submit this checklist with your bid document.

Required Items:

- _____ Submittal Letter
- _____ Produce Specifications and Conditions
- _____ Cost Bid and Certifications (2 pages)
- _____ Non-Collusion Declaration
- _____ Prime Point of Contact
- _____ References
- _____ Certification of Suspension and Debarment
- _____ Bidder Checklist (this sheet)