



**Invitation to Bid  
ITB No. 22-23/03**

**SPRINGFIELD PUBLIC SCHOOLS,  
SCHOOL DISTRICT #19,  
LANE COUNTY, OREGON**

**PURCHASING SERVICES**

640 A Street  
SPRINGFIELD, OR 97477  
(541) 726-3348, Fax (541) 726-3314

**Purchasing Manager:** Melissa Stalder  
Email: [melissa.stalder@springfield.k12.or.us](mailto:melissa.stalder@springfield.k12.or.us)  
Phone: 541-726-3348

**Nutrition Services Fresh Produce Products**

**PROPOSALS DUE: NOT LATER THAN 2:00 PM, May 30th, 2023  
LATE BIDS WILL NOT BE ACCEPTED**

INVITATION TO BID  
NUTRITION SERVICES FRESH PRODUCE PRODUCTS

Notice is hereby given that Springfield Public Schools will receive Sealed and E-mailed Bids for furnishing Fresh Produce Products for the School Nutrition Services Programs for the 2023-24 school year with the option to renew in subsequent years. The total contract shall in no case exceed three years.

Bids will be accepted at:

Springfield Public Schools  
Purchasing Department  
640 A Street  
Springfield, Oregon, 97477

And until, and no later than:

BID OPENING:  
2:00 P.M.  
THURSDAY  
May 11th, 2023

Bids must be clearly marked "NUTRITION SERVICES PRODUCE PRODUCTS BID", and are to be delivered to the Purchasing Department, (address above). E-Mailed Bids will be accepted. E-mail Bids to [melissa.stalder@springfield.k12.or.us](mailto:melissa.stalder@springfield.k12.or.us) clearly stating "NUTRITION SERVICES PRODUCE PRODUCTS BID" in the subject line. Bids will be opened publicly in the District Conference Room at the time, date, and location specified above.

Copies of the bid specifications may be obtained from the Purchasing Department of the Springfield Public Schools, (address above). Electronic copies may be obtained from the District Website and OregonBuys on the web at <https://oregonbuys.gov/bsa/view/login/login.xhtml>

All bidders are required to comply with the provisions of Oregon Revised Statutes. Attention is directed to: ORS 244. Government Ethics; ORS 279A & 279B Public Contracting; and OAR Chapter 137, Division 46 and 47 as documented in the most current version of the State of Oregon Department of Justice Attorney General's Public Contracts Manual. Bidders must clearly indicate resident status as required in ORS 279A.120.

Springfield School District reserves the right to (1) reject any or all Proposals not in compliance with all public proposal procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of proposal opening, (3) waive informalities in the Proposals, and (4) select the Proposal which appears to be in the best interest of the District.

Melissa Stalder  
Purchasing Manager  
Springfield Public Schools

Publish: May 10, 2023, Daily Journal of Commerce, Springfield School District Website

## GENERAL INSTRUCTIONS TO BIDDERS:

1. Please bid on attached sheets in the spaces provided, the lowest price at which you furnish the items specified. Unless bidder states otherwise, it is understood that offers are submitted on exact specifications as described in the bid. All prices must be quoted NET. Bid sheets shall be signed with ink.
2. If you are unable to furnish the items in accordance with our description and wish to offer a substitute then such substitute or approved bids will be considered when accompanied with samples and/or complete details. Samples must be delivered to the designated location prior to the stated bid opening time. All samples submitted which are not consumed in testing must be picked up within ten (10) days after notification by the Nutrition Service Department or they become the property of the District.
3. Sealed bids and E-mailed bids will be received by Springfield Public Schools for Produce Products until 2:00 PM, Tuesday, May 30, 2023. Under no circumstances will a bid be considered if filed after the hour specified. Said bids will be publicly opened at the District Administration Building, 640 A STREET, Springfield, Oregon.
4. Bids shall be submitted in a sealed envelope. The name and address of the bidder and title of the bid, identical in wording to that appearing upon the cover of these specifications, must be plainly marked on the outside of the envelope. Bids shall be submitted via e-mail to the following E-mail, [melissa.stalder@springfield.k12.or.us](mailto:melissa.stalder@springfield.k12.or.us) until 2:00 PM, Tuesday, May 30, 2023. In the subject line, must state "NUTRITION SERVICES PRODUCE PRODUCTS BID".
5. The District reserves the right to announce its intent to award prior to formal Contract award by posting the tabulation sheet of Bid results, or by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Bidders that The District intends to make an award.
6. Adversely affected or aggrieved Bidders shall have five (5) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive Contract award.

An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within five (5) calendar days following the issuance of the Intent-to-Award Announcement. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

7. The District will respond in writing to intent-to-award protests submitted by adversely affected or aggrieved Bidders. The District may also respond to intent-to-award protests submitted by other Bidders for purposes of clarification. However, any response provided by The District is not intended to, and shall not in and of itself constitute, confirmation that

the Bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

8. After expiration of the five (5) calendar-day intent-to-award protest period, and resolution of all protests, The District will proceed with final award. (If the District receives only one Bid, The District may dispense with the intent-to-award protest period and proceed with award of a Contract.). Announcement of bid award will be made to the successful bidder as soon as possible after Board approval and a purchase order subsequently issued. All Bids must be F.O.B. delivery site location(s) as indicated on page 6 of this document.
9. Award of a bid shall constitute a public contract of which the conditions and specifications are those prescribed for each item category bid. The public contract, as such, is subject to ORS, Chapter 279A & 279B.
10. The Board of Directors of Springfield School District expressly reserves the following rights:
  - a. To reject all bids.
  - b. To reject any bid not in compliance with prescribed public bidding procedures and requirements.
  - c. To reject any bid not meeting the specifications as set forth.
  - d. To waive any or all irregularities in bids submitted.
  - e. To consider the competency and responsibility of bidders in making any award.
  - f. In the event two or more bids shall be of the same amount, to award the contract by lot or otherwise as deemed appropriate.
11. All goods or materials are subject to the approval of the District. Any rejection of goods or materials, whether held by the District or returned, will be at the vendor's risk and expense. In the event of a breach by the vendor of any of the provision of the contract, including delivery, the District reserves the right to cancel and terminate the contract upon giving 15 days written notice. Upon termination, Springfield School District may, at its sole option, elect to award the contract to the next apparent low bidder to allow for uninterrupted service during the remainder of the school year. Upon mutual agreement of the newly awarded vendor and the District, the vendor will qualify for renewal options periods as if originally awarded the agreement.
12. **CONTRACT EXTENSION:** At the option of the District, and with the vendor's concurrence, the contract may be extended for additional periods upon 30 days written notice. The total term of the contract, including extensions, **may not exceed three years**. Contract extension will be based on competitive pricing and vendor performance during the previous contract period(s).

Price adjustments may be considered at contract renewal. An increase will only be allowed in proportion to a documented increase in vendor costs. The District will either accept the increase or re-bid the contract. The District may request the renewal, and if the vendor accepts, they will provide continued service through the contract extension period. The District will be given the benefit of any price decreases at contract renewal as well.

13. **RIGHT TO ADD PRODUCT AND SERVICES:** The District reserves the right to add new products to the contract "Authorized Products List" based on programmatic needs during the course of this agreement. Pricing will be provided at the same percentage markup as the base contract items and the contractor shall provide documentation to substantiate pricing of new contract items. The "Authorized Products List" shall not be altered without written consent of the Nutrition Services Supervisor.

The District reserves the right to add or change delivery locations over the course of this agreement or implement any of the bid delivery scenarios at a future date. This will be negotiated on a case-by-case basis with the successful contractor.

14. Pursuant to the intent of Oregon Statute, any publicly funded city, county, district, agency or similar entity shall have the authority to purchase goods directly from the contractor under the terms and conditions of this contract, provided that said agency has met the requirements of ORS 279A.205 & 279A.215. Public agencies may elect to purchase from the contractor without further bidding under the terms and conditions of this contract.

Springfield Public Schools cannot commit to purchase on behalf of any other agency or party. Any contracting, ordering, billing, or problem resolution shall take place directly between the contractor and such other agency. The contractor shall provide a listing of agencies utilizing this provision upon request of Springfield Public Schools.

15. For additional information, please contact Melissa Stalder, Purchasing Manager, 640 A STREET, Springfield, Oregon. Phone (541) 726-3246 or e-mail at [melissa.stalder@springfield.k12.or.us](mailto:melissa.stalder@springfield.k12.or.us).

FRESH PRODUCE DELIVERY DROP POINTS:

**Springfield Public Schools**

<b><u>School Name(s)</u></b>	<b><u>Address</u></b>	<b><u>Bkfst</u></b>	<b><u>Lunch</u></b>
Centennial Elementary	1315 Aspen Way	Y	Y
Douglas Gardens Elementary	3680 Jasper Road	Y	Y
Elizabeth Page Elementary	1300 Hayden Bridge Road	Y	Y
Guy Lee Elementary	755 West Harlow Road	Y	Y
Maple Elementary	2109 J Street	Y	Y
Mt. Vernon Elementary	935 Filbert Lane	Y	Y
Ridgeview Elementary	526 North 66th Street	Y	Y
Thurston Elementary	7345 Thurston Road	Y	Y
Two Rivers-Dos Rios	1084 G Street	Y	Y
Yolanda Elementary	2350 Yolanda Avenue	Y	Y
Riverbend Elementary	320 51st Street	Y	Y
Walterville Elementary	40589 McKenzie Hwy	Y	Y
Briggs Middle School	2355 Yolanda Avenue	Y	Y
Hamlin Middle School	326 Centennial Blvd.	Y	Y
Thurston Middle School	6300 Thurston Road	Y	Y
Agnes Stewart Middle School	900 S. 32nd Street	Y	Y
Springfield High School	875 North 7th Street	Y	Y
Thurston High School	333 North 58th Street	Y	Y
Brattain Campus	425 10 <sup>th</sup> Street	Y	Y
District Warehouse	1898 N 42nd Street	N	N

**LEGEND**

Bkfst= Breakfast program Y= yes N=no

RETURN THIS PAGE AND SUBSEQUENT PAGES

AUTHORIZATION

The person whose signature appears below warrants that they are duly authorized to bind the bidding firm to this contract.

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

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Phone/FAX: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_  
(Print or type)

Title of Bidder: \_\_\_\_\_  
(Print or type)

Authorized by: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_ Federal Employer Identification#: \_\_\_\_\_

VENDOR INFORMATION

Resident Bidder Status as defined in ORS 279A.120. The above-signed bidder hereby states their bidder status as follows:

1. Is bidder an Oregon resident as defined in ORS 279A.120? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Oregon Taxpayer Identification # \_\_\_\_\_

If non-resident bidder, indicate percent of preference given (if any) to bidders in the state or area in which you reside. \_\_\_\_\_% State of residence  
\_\_\_\_\_

2. Years in business: \_\_\_\_\_ 3. Location of distribution facility: \_\_\_\_\_

4. REFERENCES: List three public agencies that you have done business with during the last year.

Agency Name	Address	Phone	Contact
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. A schedule indicating proposed delivery days to each delivery site should be submitted with the bid.

6. Additional information, **including nutritional labeling with associated product names for all products bid.** Attach additional pages as necessary.

Item ID	Description	Pack	Estimated Annual Qty.		Vendor Response
<b>Fruits</b>					
08091	Apples, Red Delicious	CS/125	30 cs	Product Code:	
	U.S. Fancy, Tray Pack			Case Weight:	
	113 count			Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08092	Apples, Gala	CS/125	30 cs	Product Code:	
	U.S. Fancy, Tray Pack			Case Weight:	
	113 count			Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08093	Apples, Golden Delicious	CS/125	30 cs	Product Code:	
	U.S. Fancy, Tray Pack			Case Weight:	
	113 count			Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08094	Apples, Fuji	CS/125	30 cs	Product Code:	
	U.S. Fancy, Tray Pack			Case Weight:	
	113 count			Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08095	Apple, Braeburn	CS/125	30 cs	Product Code:	
	U.S. Fancy, Tray Pack			Case Weight:	
	113 count			Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08096	Apple, Granny Smith	CS/125	30 cs	Product Code:	
	U.S. Fancy, Tray Pack			Case Weight:	
	113 count			Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	



Item ID	Description	Pack	Estimate		Vendor
08097	Apple, Cameo U.S. Fancy, Tray Pack 113 count	CS/125	30 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08091	Apples, Red Delicious U.S. Fancy, Tray Pack 113 count	CS/163-175	100 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08092	Apples, Gala U.S. Fancy, Tray Pack 113 count	CS/163-175	100 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08093	Apples, Golden Delicious U.S. Fancy, Tray Pack 113 count	CS/163-175	100 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08094	Apples, Fuji U.S. Fancy, Tray Pack 113 count	CS/163-175	100 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08095	Apple, Braeburn U.S. Fancy, Tray Pack 113 count	CS/163-175	100 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	

Item ID	Description	Pack	Estimate		Vendor
08096	Apple, Granny Smith U.S. Fancy, Tray Pack 113 count	CS/163-175	100 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08097	Apple, Cameo U.S. Fancy, Tray Pack 113 count	CS/163-175	100 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
08098	Bananas, Petite, Green Tip, Fresh U.S. Grade #1 59-63 Degrees F pulp temperature #4-5 ripeness, 90% free from 150 count	CS/150	625 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080911	Kiwi, Fresh U.S. #1 117 count	25 # lug	80 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080913	Oranges, Navel or Valencia (whichever is in season) Fancy 113 count	CS/113	600 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080915	Pears, Green D'Anjou # 2 Green Tray Pack 60 count	90 ct/44# cs	200 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080918	Watermelon, Seedless U.S. No. 1, Mature, good red color, sweet to taste, free from defects. 10 BRIX Min. 9-12 pounds each.	lb.	1800 lbs.	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	

Item ID	Description	Pack	Estimate		Vendor
<b>Vegetables</b>					
080920	Broccoli Florets	6-3#	350 cs	Product Code:	
	U.S. No. 1 Grade, clean, firm. Stems should be tender and moist.			Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080921	Cabbage, Red	lb.	90 lbs.	Product Code:	
	Made from U.S. No. 1 red cabbage.			Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080922	Carrots, Baby	8-5#	500 cs	Product Code:	
	Baby Carrots, shortcut, carrots must be sweet in flavor.			Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080923	Cauliflower, Florets	Bag/5#	900 bags	Product Code:	
	U.S. No. 1 grade, clean, firm compact curds, white creamy color.			Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080924	Celery, Sticks	Bag/5#	700 bags	Product Code:	
	Firm and crisp with no brown tips or rust. Size: 2"x3".			Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080925	Lettuce, Romaine Mix 60/40, Fresh	4-5#bags/cs	600 cs	Product Code:	
	U.S. Grade No. 1.			Case Weight:	
	60% Romaine, 40% Iceberg. Cut			Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	

Item ID	Description	Pack	Estimate		Vendor
080926	Lettuce, Shredded, Fresh 1/8" Shred	4-5#bags/cs	100 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080927	Potatoes, Fresh, Unwashed Grade #1. Firm, Smooth, Well 90 count	90 ct/cs	100 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080928	Spinach, Teen washed & Bagged Tender, Trimmed, Triple Cleaned, Ready-to-Eat.	4-2.5 lb/cs	35 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080929	Tomatoes, Layer, Premium #2, Bright, Uniform Color, Firm Flesh, Shiny Skin. Loose pak.	25# cs	200 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080930	Mesclun, Greens Mixed greens containing some of the following depending on season: Totsoi, Mizuna, Raisa, Tosca Endive, Arugula, Red Romaine, Green Romaine, Butter Lettuce, Red Butter Lettuce, Green Leaf, Red Leaf, Radicchio, Salad Bowl, Red Salad Bowl, Ruby and Sesam.	3#/Bag	55 bags	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080931	Cucumbers, fresh, each	36 ea to cs	200 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	
080934	Peppers, bell, red, yellow or orange,	11 - 15 #/cs	70 cs	Product Code:	
				Case Weight:	
				Contractor's Cost /Case:	
				Fixed Mark up Cost/Case:	
				Total Cost per Case:	
				Extended Cost:	

## GENERAL CONDITIONS:

The selected Contractor will be required to provide and deliver Fresh Produce to Springfield Public Schools (District) on an as needed basis. The products include fresh fruit and vegetables as well as further processed fruits and vegetables. Individual product specifications are listed on the final pages of this document as part of the Cost Proposal.

### **General Produce Specifications**

All product supplied must be grown in the United States with the exception of Bananas. When product is not available in the United States market, approval must be obtained from the Nutrition Services Supervisor or designee before a substitute product is delivered from a foreign market. If approval is granted for substituting a product that will be obtained from a foreign market, the Contractor and/or Contractor's processor must assume total responsibility for the safety of this product.

No produce treated with sodium bisulfate is to be delivered without written consent of the Nutrition Services Supervisor.

The District's intent is to purchase locally grown produce. It is desirable to purchase product from Farms that are located as close to Springfield Public Schools as possible in order to provide the freshest produce possible. The District is interested in purchasing produce from Farmers whose production practices support environmental sustainability goals, such as, (but not restricted to), reduced use or elimination of chemical pesticides and fertilizers, use of organic fertilizers, fewer transport miles between farm and District, and environmentally friendly packaging.

### **Bids must conform to the specifications**

When manufacturers' names, trade names, make, model or catalog numbers are used in the Specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive.

All products sold to district shall be warranted and guaranteed to be merchantable by the Contractor and fit for the purpose for which it is intended. Products shall have a minimum of 90% left on the "sell by", "freshness date", or "pull date" at time of delivery. "Pull date" is the end of the shelf life for purposes of this proposal.

### **Processed Produce Specifications**

All processed produce must have been processed within 24 hours of delivery to the District. If the time from processing to the time of delivery exceeds 24 hours this must be noted on Cost Proposal.

Products must be processed from sound, first quality fruits and vegetables in accordance with standards of best commercial practice. Trimmed product shall be free of **dirt, sand, debris**, decay spots, sunburn, freezer burn, insects, injury or any other physical damage.

All processed produce must be labeled with:

1. Product Name
2. Product number (if applicable)
3. Finished product net weight
4. Date and time within 8 hours product was processed
5. Expiration Date

### **Product Quality**

Products shall arrive from suppliers that have passed a third party audit verification of GAP (USDA Good Agricultural Practices) and/or GHP (USDA Good Handling Practices).

Fresh fruit and vegetables shall be:

- Cool to the touch;
- Of reasonably uniform color;
- Free from foreign flavor and odor:
- Normally developed;
- Free from objectionable matter;
- Clean and free from foreign material.

Fresh fruit and vegetables shall be reasonably free from:

- Extraneous vegetable material
- Stem ends
- Rot
- Damage by insects or disease
- Excessive smaller than specified or larger than specified pieces
- Insect infestation
- Mechanically damaged units
- Moderate amounts of bruising
- Fibrous units and stems

All produce must have been held in refrigeration at temperatures not to exceed 40 degrees F (except for tomatoes, potatoes, and bananas at 55 degrees F) continuously at shipping point, in route, while in processor's plant and during delivery to the District.

All produce that requires ripening (e.g. tomatoes, bananas) should be ripened at the Contractor's plant in properly designated rooms under the Produce Marketing Associations' (PMA) guidelines. Product shall only be accepted at the District in the degrees of ripeness as designated in the specifications.

### **Grading/Grading Standards**

Grades are based on standards established by the United States Department of Agriculture (U.S.D.A.), Agricultural Marketing Service. Food products supplied to the District must be of the grade indicated on the item. All products must meet the grade specified at the time of delivery to our receiving area. It is the responsibility of the Contractor to contact the U.S.D.A. and arrange for inspection of the items requiring inspection certificates. The cost for inspection and stamping of required products is the responsibility of the Contractor. If the delivered products appear to fall below the grade specified on a regular basis, the District reserves the right to submit items in doubt to the nearest USDA office for official inspection and grading. It is agreed the party in error will pay the cost of the inspection.

Quality standards and USDA grading endorsement parameters for fresh vegetables may be found at <https://www.ams.usda.gov/grades-standards/vegetables>.

Additional specification information is noted on Cost Proposal and must be adhered to along with the specification information herein the main ITB document.

### **Product Recall**

If a product recall is instituted on an item that has been delivered, the Contractor will immediately notify (within 24 hours) the District. The Contractor will be responsible for all costs associated with replacement product, shipping charges, and/or product credit. If at any time it is determined that the health and/or safety of the customers at the District are affected by the usage of this product, the Contractor and/or Contractor's processor must and will assume full liability.

### **Food Safety Testing**

The District reserves the right to submit a sample of any product to an independent laboratory for analysis as listed for each product. Testing of perishable products may include monitoring acceptable chemical levels and maximum bacteria levels on designated products. Random sample testing may be performed during the resultant contract as required by the District. Such analysis is to be paid for by the District if the product meets the specifications. If the product fails to meet specification analysis the contractor will be billed for the analysis by the laboratory and shall pay all such billings within thirty (30) days. Additionally, the Contractor shall immediately replace or refund the District for all remaining affected product within five (5) working days of notification. Contractor will be responsible for all shipping, disposal, return, and restocking fees. The District reserves the right to have non-compliant products shipped to and stored in commercial storage facilities at the contractor's expense if the five (5) working day deadline is not met.

Failure of the product to meet specifications and acceptable chemical and bacterial levels warrant cancellation of the contract and future business with the District may be jeopardized. All products in the District's warehouse at the time of analysis must be picked up and a refund issued to the District.

### **Food Security Preventive Measures**

Food Security Preventive Measures shall be employed by the selected contractor to minimize the risk that food under their control might be subject to tampering or criminal or terrorist actions. It is understood that unless specifically approved by the District, all products furnished shall be warehoused in facilities owned and operated by the Contractor.

### **Food Safety**

The Contractor's premises, equipment, supplies and warehouse facilities shall be maintained, throughout the life of the contract, in conditions satisfactory to the District and in compliance with the State of Oregon Health and Sanitation Code. The Contractor shall adhere to the highest standards of cleanliness and sanitary practices, including the food distributor's employee's appearance and performance in the preparation, service, transportation, and storage of food and related items.

The Contractor's facility shall be subject to inspection at all times. If in the opinion of the District, sanitary conditions are unsatisfactory, the contract shall be subject to cancellation. Any losses incurred by the District as a result of such a cancellation shall be charged against the Contractor.

### **Add/Delete Items**

The District reserves the right to add new products to the contract "Authorized Products List" based on programmatic needs during the course of this agreement. If items are added, the District shall have the opportunity to purchase such products at a price where the contractor's fixed mark up is consistent with contract pricing of other items. The items found on the Cost Proposal are a partial and not a complete list of items to be purchased. The "Authorized Products List" shall not be altered without written consent of the Nutrition Services Supervisor.

### **Packaging:**

All products shall be packed and prepared under sanitary conditions and in accordance with good commercial practice. All packaging shall be wholesome, safe and in sanitary condition. Cartons and carriers used to transport products from the Contractor's plant shall be clean and sanitary at all times.

Labeling of all containers shall comply with Federal Food, Drug and Cosmetic Acts and related legislation including latest revisions. Packaging must be in accordance with good commercial practice. Package size to be manufacturer's standard unless otherwise specified. Proposers are advised to make notations for items found on the Cost Proposal which have had packaging changes by the producer and price accordingly. Failure to make notation will be construed as merchandise being furnished as specified.

Contractor must be willing to split cases if necessary, as requested by the District. No case split fees shall apply as a result of this request.

### **Refrigeration/Climate Control**

Product temperature FOR EACH LINE ITEM must be maintained at a suitable temperature to maintain freshness, quality, shelf life and nutritional value. Product shall be transported in a climate-controlled container regulated to keep the item(s) in good condition, and in accordance with the current US Department of Agriculture guidelines and food handling practices during all stages of processing, distribution and storage. Produce may pass through mechanically chilled "holding rooms" and ripening rooms where applicable.

Transportation of fresh perishable produce shall be made in mechanically refrigerated trucks with the refrigeration equipment operating and the interior of the refrigeration unit not to exceed the temperature specified below. Contractor will assure that all products are processed, packaged and stored in humidity elevated (90%-95%), ventilated (air circulating), refrigerated areas that are sufficient to maintain product quality/excellence until delivery of product into the using agency's refrigerator as the product requires for safe food handling.

All chilled shipments shall be in mechanically refrigerated trucks as prescribed below. The contractor will be responsible for delivering chilled/refrigerated perishable produce. Refrigerated produce items are not to exceed an internal temperature of 35 degrees F or reach an internal temperature lower than 32 degrees F (temperature of refrigerated items is not to exceed 32-35 degrees F in the cargo hold of mechanically refrigerated truck transporting/delivering these items.)

Refrigeration system condensation shall not come in contact with the produce.

Fruit whose quality will be adversely impacted by the temperatures 35 degrees F or below (i.e. bananas, avocados) should not be transported in cold temperatures that shall affect the items quality.

### **Quantity**

The District does not guarantee orders in the amounts listed nor shall the district be required to limit its orders to specific figures. This is an indefinite quantity proposal based on estimated usage and average daily participation (ADP) and the figures represent the district's best estimates at the current time. It is the district's intention to try to meet these figures to the best of their ability. The District does not guarantee any specific usage.

### **Placing Orders**

Orders will be given to the delivery driver at time of delivery for the subsequent scheduled delivery. When orders are placed the contractor shall be responsible at that time for indicating shortages, back orders, and delayed shipments. Contractor shall indicate on the Packing Slip whether shorted items are on back order or whether the order is considered shipped complete. The Contractor shall be responsible for seeking authorization from the District by phone or email for substitutions prior to shipments.

If contractor is unable to deliver all items shorted within the time required by the District, vendor shall recommend a substitute product and seek authorization prior to shipment. All substituted products offered shall be at equal or better quality, at the bid price or less and approved by the District. **The District reserves the right and contractor shall accept return of any substituted items not pre-approved by the District and any that are later found to not meet specifications. Such return expenses for shipping/return shipping and any associated cost including the cost of the substituted product shall be born solely by the Contractor.**



### **Delivery Requirements**

The selected Contractor(s) shall make delivery to each of the District school kitchens and central receiving warehouse identified on page 8 of this document as requested throughout the school year. Deliveries shall be made weekly or on an as needed basis and within the timeframe requested. Delivery charges are (F.O.B.) included in the bid proposal.

### **Delays**

If delivery delays are foreseen:

The District must be notified within 24 hours of Contractor's knowledge of such delay. Contractor shall keep the District advised of the status of deliveries. Two failures to meet delivery dates will constitute a breach of contract by Contractor which may subject Contractor to termination under terms and conditions of the resultant contract, and may further jeopardize future bidding opportunities with the District.

In the event of default by the Contractor of their obligations, the District reserves the right to obtain the required products elsewhere. The Contractor would be responsible for any differences in price for the replacement products.

### **General Delivery Requirements**

Contractor shall meet the following conditions:

#### **Service Level**

The contractor shall have the ability to fill 98% of the original order on the scheduled day of the delivery. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the District agrees that the product will be reordered.

Notify the Nutrition Services Department of any shortage(s) three (3) days before the delivery. Contact number: Springfield Public Schools Nutrition Services: 541-726-3236.

Provide packing slips with each shipment identifying items ordered, quantity ordered, purchase order and associated invoice numbers. All Products shall be delivered in a clean truck. All deliveries shall be organized for easy off loading and receipting. Since there is the possibility of a multi-year contract, additional delivery sites may be added.

Products that do not meet standards specified in the ITB Specifications may be rejected and replacement of the rejected products shall occur within 24 hours of the delivery date at no cost to the District. The Contractor shall not set minimum delivery limits by dollar or by volume and shall not charge the District additional charges for smaller than normal orders.

The District requires direct delivery to each of the sites indicated on the following page. Deliveries shall be made weekly between 7:00 AM and 11:00 AM to school locations. All deliveries to the District Warehouse will be made on an as needed basis between 7:00 AM and 7:30 AM for redistribution.