

REQUEST FOR PROPOSAL

Yakima School District

Fresh Produce Products

2026 - 2028 School Year

BID # 05-2526

Fresh Produce Products (Original)

**Publication for this bid is made through the
Yakima Herald Republic newspaper.**

SECTION 1: GENERAL INSTRUCTIONS TO BIDDER

The Yakima School District is requesting proposals for Fresh Produce. Please submit one original proposal completed on the attached form. Proposals shall be mailed or delivered to the address below in a sealed envelope. The sealed envelopes shall bear on the outside the name and address of the bidder and be plainly marked "RFP 05-2526 FRESH PRODUCE". No electronic bids will be accepted.

Bids Due by: July 24, 2026 by 11:00 A.M. at the following address:

**Address to: RFP 05-2526 FRESH PRODUCE
Yakima School District
Attn: Purchasing
104 North 4th Avenue
Yakima, WA 98902**

Public bid opening: July 27, 2026 at 9:00 a.m. at 104 N 4th Ave, Yakima, WA 98902

All items listed below must be included when submitting a bid.

Attachment A – Fresh Produce Products Bid Form

*Provide list of additional products not listed on bid form

Attachment B – Signature Page For Fresh Produce

Attachment C – Byrd Anti-Lobbying Certification

Attachment D – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The District will publicly open and read formal bids on the date, time, and place named in the notice and then will file the bids for public inspection. Any interested member of the public may attend the bid opening. It will be the bidder's sole responsibility to see that the District receives his/her bid prior to the time set for opening of bids. The District will return any bid received after the time set for opening the bids to the bidder unopened and without consideration. The District will accept bids in the place named and no later than the date and time named in the notice.

Questions & Inquiries:

All questions related to the Bid, shall be directed to Cassie Davidson, Child Nutrition Director for Yakima School District. davidson.cassie@ysd7.org Inquiries shall be in writing and shall reference the appropriate section and paragraph number. The District's response to questions is only binding if set forth in written addenda issued by the District. Oral interpretations have no legal effect.

Background: The District is a K-12 school district. The Yakima School District manages a self-operated Food & Nutrition Services (FNS) Department. The FNS Department provides meal services 21 locations including 1 early learning centers, 13 elementary school sites, 4 middle schools, high school, and 3 high schools. There are approximately 14,500 students enrolled at these locations and the FNS Department serves approximately 1,600,000 lunches, 1,000,000 breakfasts, and 42,800 snacks per school year. The District's key objective is to get the best overall value for our students, considering quality, cost, service, diversity, community involvement, sustainability and other relevant values, for the products and services we intend to acquire. Other school districts who wish to piggyback on this contract will include background information on their districts separately.

SECTION 2: CONTRACT TERMS & CONDITIONS

Award of Contract

It is the intention of the district to award a contract for Fresh Produce Products to a single successful bidder whose cost is the primary factor by the Yakima School District Board of Directors. However, the district reserves the right to award the contract to one or more bidders as is deemed in the best interest of the District.

Yakima School District will evaluate all responsive bids. Distribution of this bid or receipt of any bids shall not constitute a commitment by Yakima School District to any or all bid participants. The district reserves the right to reject any or all bids as a whole or by individual item and to waive informalities or irregularities in the bidding process. The district will also consider the Washington State contract for Fresh Fruits & Vegetables. DES # 29823

The successful bidder will receive an email notification from the Child Nutrition Director acting on behalf of the School Board after the contract has been awarded.

Criteria for Award

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

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

50 Points	Cost
20 Points	Experience and Past Performance
30 Points	Capability of Supplying Product/ Direct deliveries to each site
100 Points	TOTAL

Previous Performance/Customer Service

Vendors are advised that the District reserves the right to reject a proposal from a vendor that cannot demonstrate the ability to provide the necessary products and services required under this agreement. Vendors are required to submit an attachment listing their currently serviced school districts within 100 miles of Yakima School District. The list shall include district name, food service director's name and phone number. Vendors 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 vendor for any section or item in this quote.

Cooperative Purchasing:

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

This invitation for bid includes the following school districts at the time of contract award. Additional School Districts may be added at a later date if the Contract holder (Yakima School District) and the Awarded Vendor agree:

- Yakima School District, Yakima, WA

In addition, other public school districts in and around the area may be invited to join the purchasing cooperative at the discretion of the Yakima School District. Yakima School District will be known for the purposes of this bid as the "District". It is the intention of the mentioned public school districts to purchase cooperatively and have the pricing the same for all Districts. Product will be delivered to individual schools designated by the District.

If the bidder cannot accommodate any of the school districts listed above, they must include reasoning in the bid. Inability to accommodate one or more districts DOES NOT disqualify a bidder from submitting a bit.

Contract Value

It is estimated that annual purchases of the contract will be **approximately \$500,000 - 1,000,000**. Estimates are based on past usage. The District does not guarantee any minimum purchase. Orders will be placed on an as-needed basis.

Bid Quantities

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

All Charges Included in Price Unless

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

Pricing

The bid form “Fresh Produce Products Bid Form” is based upon specified volume (estimated annual usage), whereby the pricing may escalate or de-escalate based upon market conditions. Unit price shall be based on the estimated usage that is included in this bid package – the estimate usages are to be used for bidding purposes only and the District shall not be held liable for said volumes if the volumes are not achieved on an annual basis. Pricing is based on the following formula and must be bid accordingly:

Unit Price = Delivered Price + Distribution Price

- **Unit Price**: The unit price is defined as the total price charged to the District per unit for a product delivered to the District.
- **Delivered Price**: The delivered price is defined as the actual invoice price of a product that the vendor has paid a manufacturer or supplier for that product delivered to their distribution point. This price includes any transportation costs necessary for delivery to the distribution point and is sometimes referred to as “landed cost.” The amount bid as the cost over case/pound price shall be used as the means of constructing the final case/pound price. The District reserves the right to compare final prices to the cost quotes of other suppliers. In addition, the District reserves the right to randomly audit vendor invoices from their suppliers.
- **Distribution Price**: The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. This is also referred to as a fixed cost mark up. The distribution price typically consists of the vendor’s projected general and administration costs, overhead, packaging costs, transportation costs from the prime vendor’s distribution point, including all fuel costs and other projected expenses associated with the vendor (function & anticipated profit). This distribution price is intended to reflect the difference between the delivered price and the unit price to deliver the specified product to the customer. This distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food or beverage item. This dollar amount shall remain constant for the term of the contract.
- **Price Escalation**: This bid will be subject to escalation, up or down, based upon cost changes for all products. Price changes will be made only on the first school day of each month to be effective for that month and the following months until another change in the base price is determined.

Contract Term

The subsequent awarded contract will be for the period of ***September 1, 2026 through July 31, 2028***, with the opportunity to renew the contract for three additional years. The district will annually review its fresh produce needs, the performance of the awarded bidder, and at its discretion, authorize the annual renewal of this bid.

Renewal Option

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

- YEAR 3 RENEWAL OPTION: If the District decides to exercise this renewal option, the bidder will be notified in writing no later than July 15, 2028. The contract term will be August 1, 2028 through July 31, 2029.
- YEAR 4 RENEWAL OPTION: If the District decides to exercise this renewal option, the bidder will be notified in writing no later than July 15, 2029. The contract term will be August 1, 2029 through July 31, 2030.
- YEAR 5 RENEWAL OPTION: If the District decides to exercise this renewal option, the bidder will be notified in writing no later than July 15, 2030. The contract term will be August 1, 2030 through July 31, 2031.

Disqualification of Bidders

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

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

Termination of Purchase Agreement

1. Termination for Convenience: In addition to its other rights to terminate, the District may terminate this purchase agreement in whole or in part, at any time and for any reason by giving thirty (30) calendar days notification sent certified mail, return receipt requested, to the awarded vendor when it is determined to be in the best interest of the District. During the thirty (30) day period, the awarded vendor shall wind down and cease its service as quickly and efficiently as possible, without performing unnecessary services and activities and by minimizing negative effects on the District from such winding down and cessation of services. If this purchase agreement is terminated, the District shall be liable only for payment in accordance with the terms of the purchase agreement for satisfactorily rendered product and services prior to the effective date of termination. Termination charges shall not apply unless they are subsequently agreed upon by both parties, and in no instance shall a vendor be entitled to overhead, profit, or other compensation for work not performed or products not delivered.
2. Termination for Breach: A breach of a term or condition of the purchase agreement shall mean the awarded vendor fails to provide goods and/or products or perform required services by the date required, or breaches any warranty or fails to perform or comply with any term or agreement in the contract, or the vendor is determined to be in violation of federal, state, or local laws or regulations and such determination in the District's sole opinion renders the Contractor unable to perform any aspect of the purchase agreement.
3. In the event that either the vendor or the Yakima School District defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

SECTION 3: SPECIFICATIONS FOR FRESH PRODUCE PRODUCTS

Product Specifications

Fresh fruit and vegetables products must meet the requirements specified in the applicable United States Standards for Grades effective on the date of the Solicitation/Request for Proposal (RFP). The US Standards are published separately and can be found on the Agricultural Marketing Services website.

Fruits	https://www.ams.usda.gov/grades-standards/fruits
Vegetables	https://www.ams.usda.gov/grades-standards/vegetables

Exceptions to US Standards

Additional exceptions may be specified in the applicable Solicitation/Request for Proposal (RFP). Any exceptions in the applicable Solicitation/Request for Proposal (RFP) shall have precedence over the requirements contained herein, for that Solicitation RFP only.

Packing Season

All fresh fruits and vegetables must be from the current packing season/crop, unless otherwise specified in the applicable Solicitation/RFP.

Packaging

All products shall be packed in new, good, clean, and commercially labeled primary containers which meet all applicable FDA requirements and contain a code which allows traceability of the product in the event of a recall.

In addition to any commercial markings, each primary container shall show the grower or shipper name (s) and address. In the case of apples and pears: the variety, size by count or inches in diameter, and grade shall be shown on the primary container.

Ordering

Orders will be placed based on the needs of each school/location as determined by the individual school districts and shall be filled and delivered at no additional cost to the individual school districts.

At the request of the District, deliveries may be discontinued during regular school vacation periods. Deliveries during and after school breaks, i.e., spring, winter and summer break, must be coordinated with all of the Food Service Departments included in this contract.

Special Custom Blend

The Yakima School District has our own blend of salad mix. The blend consists 4 parts carrots 4 parts red cabbage, 2 parts nappa cabbage, 2 parts shaved brussel sprouts, 2 parts broccoli slaw. This custom blend is a requirement of the bid. It is to be sold in 4/ 5 pound cases and /or individual 5 pound bags. This blend will be listed on the pricing spreadsheet.

Delivery

All fresh produce products must be delivered in refrigerated trucks only. The temperature of the fresh produce products upon delivery must not be warmer than 41 degrees F. Any fresh produce delivered that does not conform to this requirement will be returned at the bidder's expense. Products for individual facilities must be segregated. The intention is to provide timely off loading and delivery to the customer.

The bidder must place fresh produce products in the delivery location coolers immediately upon delivery. Products shall not be left on receiving docks, shelves or non-refrigerated areas.

Time of Delivery

Delivery must be made during normal work hours of the requesting districts. The bidder is required to verify the specific normal work hours of individual institutions and so instruct the carrier(s) to deliver accordingly. The district reserves the right to refuse shipment when delivered after normal working hours. To comply with security procedures, some institutions may designate specific days of the week and/or hours in the day during which a scheduled and authorized delivery may be made. Failure to comply with this requirement may subject the Bidder to non-delivery assessment charges and/or liquidated damages as appropriate.

Inspection

Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. The rejected product must be picked up no later than the next delivery date.

The district reserves the right to inspect bidder delivery trucks and premises for cleanliness. Unsatisfactory conditions will be reported to appropriate state or county health authorities. The outcome of the inspection as well as the response and corrective action by the bidder will be documented.

Sanitation Requirements

Vendors agree to comply with all local and state standards of sanitation in their operations. The District reserves the right to inspect bidder delivery trucks and premises for cleanliness. Unsatisfactory conditions will be reported to appropriate state or county health authorities. The outcome of the inspection as well as the response and corrective action by the bidder will be documented.

Shortages & Substitutions

One hundred percent (100%) fill-rate is expected on all fresh produce product orders. Prior to scheduled delivery, the supplier will notify the food service director or designated representative of any inventory or marketplace shortage. Shortages refer not only to lack of product availability in general, but also the lack of availability of specific grades and sizes as set forth in the contract award.

The food service director or designated representative must authorize any substitution. Automatic substitution by the bidder is not acceptable and will be considered an unauthorized order and an instance of non-compliance. Such substitutions will be grounds for contract termination.

Emergency Orders

In an emergency situation in which the districts require delivery in less than two (2) days and the bidder cannot provide the supplies within the emergency delivery period, the districts has the option to purchase those supplies from another source with no penalty to either party.

Credit

Bidder agrees that fresh produce products that have been deemed to be unsatisfactory due to taste, consistency, color, or is outdated at time of delivery will be fully credited back to the specific school/site where the product was originally delivered.

All shortages or credits will be noted and identified on the delivery invoice by the bidder's driver. Invoices shall be adjusted accordingly or credit invoice submitted within 24 hours of delivery.

Invoicing & Method of Payment

Invoices at minimum shall include the following information:

1. Delivery location;
2. Item description, quantity; cost, and country of origin;
3. Extended cost for total quantity purchased;
4. Total cost of all products purchase

The successful bidder shall submit invoices for merchandise to invoices@ysd7.org or Yakima School District Attn: Accounts Payable, 104 N 4th Ave, Yakima, WA 98902. Incorrect invoices will be returned unpaid for correction and re-issue. Continually incorrect invoicing will be considered instances of non-compliance.

The school districts will make payment within (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the school districts. Each district is responsible for their own invoices and credits. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

SECTION 4: GENERAL BID CONDITIONS

HACCP Requirements

Yakima School District expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the District may require documentation verifying that a written HACCP plan is followed.

Buy American Clause

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product'

is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Non-domestic Products

1. Federal regulations require that all foods purchased for the Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
2. All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributors shall outline their procedures to notify the SFA when products are purchased as non-domestic.
3. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the SFA.
4. Any non-domestic product delivered to the SFA, without the prior, written approval of the Food Service Director, will be rejected.
5. Distributors must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firms (2 CFR 200.321)

It is the intent of the Yakima School District to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: placing qualified small and minority businesses and women's business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; and dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

Equal Employment Opportunity Compliance Statement

Yakima School District is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws.

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.

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.

Clean Air Act.

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

Debarment and Suspension Verification (for bids over \$25,000)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Bidder certifies that the bidder has not been debarred, suspended, or declared ineligible by any agency of the State of Washington or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

Insurance

For the duration of this contract, the contractor shall maintain in force at its own expense insurance as follows:

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/ underinsured 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 contractors to select different insurance carriers if deemed necessary by the District.

Byrd Anti-Lobbying Amendment (31U.S.C. 1352)

Bidders that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Bidder agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Bidder certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract.

Lobbying Disclosure and Certification will be provided by the District.

ATTACHMENT A**FRESH PRODUCE PRODUCTS BID FORM**

*** An Excel Spreadsheet link is below . Keep the same formatted list as stated below . Leave blank any items you do not wish to bid on. Only enter in the Landed Cost for Vendor & Mark Up

Unit Price Shall be based on **July 2026 Landed FOB price + Mark Up.**

Provide price based on US Fancy or US Grade #1 for all Fresh Produce, unless specified differently in the description.

Vendor Name:								
Date in which pricing was recorded:								
Case Cost Mark Up:								
Item Name	Estimated usages per year lbs or cases as indicated	Grown in America	Pack Size	Item Code	UOM (unit of measure)	Pound Price	Unit Price	Note: Different pack size / variety other than listed
Apple Ambrosia	All apples combined was over 12,500 lb		1/125CT 40.000' Lb Avg.		Case			
Apple Ambrosia			1/163CT 40.000' Lb Avg.		Case			
Apple Cosmic Crisp			1/125CT 40.000' Lb Avg.		Case			
Apple Cosmic Crisp			1/163CT 40.000' Lb Avg.		Case			
Apple Fuji			1/125CT 40.000' Lb Avg.')		Case			
Apple Fuji			1/163CT 40.000' Lb Avg.')		Case			
Apple Jazz			1/125CT 40.000' Lb Avg.')		Case			
Apple Jazz			1/163CT 40.000' Lb Avg.')		Case			

Apple Gala			1/125CT 40.000' Lb Avg.')		Case			
Apple Gala			1/163CT 40.000' Lb Avg.')		Case			
Apple Golden Delicious			1/125CT 40.000' Lb Avg.')		Case			
Apple Golden Delicious			1/163CT 40.000' Lb Avg.')		Case			
Apple Granny Smith			1/125CT 40.000' Lb Avg.')		Case			
Apple Granny Smith			1/163CT 40.000' Lb Avg.')		Case			
Apple Honey Crisp			1/125CT 40.000' Lb Avg.')		Case			
Apple Honey Crisp			1/163CT 40.000' Lb Avg.')		Case			
Apple Red Delicious			1/125CT 40.000' Lb Avg.')		Case			
Apple Red Delicious			1/163CT 40.000' Lb Avg.')		Case			
Apple Sliced Sweet			100/20Z 12.500' Lb Avg.')		Case			
Apple Pink Lady			1/125CT 40.000' Lb Avg.')		Case			
Apple Pink Lady			1/163CT 40.000' Lb Avg.')		Case			
Avocado	50		1/6CT 4.000' Lb Avg.')		Each			
Banana Single 150/Code 4.5 Grtip Ripe	1800 cs		1/40LB 40.000' Lb Avg.')		Case			
Broccoli Florette	2340 cs		4/3LB 12.000' Lb Avg.')		Case			

Broccoli Florette			1/3LB 3.000' Lb Avg.')		Each			
Brussels Sprouts	To be determined		1/5LB 5.000' Lb Avg.')		Each			
Brussels Sprouts			1/25LB 25.000' Lb Avg.')		Case			
Cabbage Green	50 cs		1/45LB 45.000' Lb Avg.')		Case			
Cabbage Green			1/1CT 1.750' Lb Avg.')		Each			
Cabbage Green Shredded 1/8	42 cs		1/5LB 5.000' Lb Avg.')		Each			
Cabbage Red	75 ea		1/1CT 2.050' Lb Avg.')		Each			
Cabbage Red Ctn			1/22/24CT 45.000' Lb Avg.')		Case			
Cabbage, Nappa			1/30#		Case			
Cabbage, Nappa			1/2 ea 2 Lb Avg		Each			
Carrot Baby Peeled			200/1.6OZ 20.000' Lb Avg.')		Case			
Carrot Baby Slims	1000 cs		4/5LB 20.000' Lb Avg.')		Case			
Carrot Matchstick	500 bag		1/5LB 5.000' Lb Avg.')		Each			
Cauliflower Florette	200 cs		4/3LB 12.000' Lb Avg.')		Case			
Cauliflower Florette			1/3LB 3.000' Lb Avg.')		Each			
Celery #1	100 cs		1/30CT 50.000' Lb Avg.')		Case			
Celery Sticks	50 cs		4/5LB 20.000' Lb Avg.')		Case			
Cilantro	540 ea		1/3CT .750' Lb Avg.')		Each			
Coleslaw Red			4/5LB 20.000' Lb Avg.')		Case			
Cucumber Bagged	150 bag		1/6CT 4.500' Lb Avg.')		Each			
Cucumber Plain			1/72/84CT 40.000' Lb Avg.		Case			
Cucumber Xfcy	400 cs		1/36CT 25.000' Lb Avg.		Case			

Grape Green Sdls M/L	5300 lb		1/18LB 18.000' Lb Avg.	Case			
Grape Red (Lunch Bunch)	6880 lb		1/20LB 20.000' Lb Avg.	Case			
Grape Red Seedless M/L	4300 lb		1/18LB 18.000' Lb Avg.	Case			
Jicama Stick 1/2X4 *Special Order	To be determined		1/5LB 6.000' Lb Avg.	Case			
Kiwi Vol Fill	60 cs		1/135CT 22.000' Lb Avg.	Case			
Lemon Choice	40 cs		1/200 Ct 38Lb Avg.	Case			
Lime Choice	40 cs		1/250 CT 38Lb Avg.	Case			
Lime Mesh Bag			1/2 Lb 2 Lb Avg.	Bag			
Lettuce Custom Salad Blend * Special Order	To be determined		4/5LB 20.000' Lb Avg.	Case			
Lettuce Romaine Cut	550 cs		6/2LB 12.000' Lb Avg.	Case			
Lettuce Green Leaf			1/24 CT 20Lb Avg.	Case			
Lettuce Red Leaf			1/24 CT 20Lb Avg.	Case			
Lettuce Shred 1/8	200 cs		1/5LB 5.000' Lb Avg.	Each			
Lettuce Shred 1/8			4/5LB 20.000' Lb Avg.	Case			
Melon Cantaloupe			1/12CT 35.000' Lb Avg.	Case			
Melon Honeydew			1/12CT 35.000' Lb Avg.	Case			
Mushroom Cello	60 container		1/8OZ .500' Lb Avg.	Each			
Mushroom Medium	50 cs		1/5LB 5.000' Lb Avg.	Case			
Onion Red	730 lb		1/3LB 3.000' Lb Avg.	Case			
Onion Green	60 bag		1/3LB 3.000' Lb Avg.	Each			
Onion Yellow Jbo	1400 lb		10/5LB 50.000' Lb Avg.	Case			
Orange Valencia / Navel Choice	450 cs		1/113CT 38.000' Lb Avg.	Case			

Orange, Halo	50 cs		10/3 LB 30 Lb Avg.		Case			
Orange, Cuties	50 cs		1//3 LB 30 Lb Avg.		Case			
Peach Yellow Vf	400 cs		1/25LB 24.000' Lb Avg.		Case			
Pear	1200 cs		1/110/120 40.000' Lb Avg.		Case			
Pear, Asian			1/8/12 CT 10 Lb Avg.		Case			
Pear, Red	500 cs		1/70/80 CT 40 Lb Avg.		Case			
Pepper Green Bag	75 bag		1/6CT 2.500' Lb Avg.		Each			
Pepper Green	50 cs		1/25 LB 25 Lb Avg		Case			
Pepper Jalapeno			1/10LB 10.000' Lb Avg.		Case			
Pepper Jalapeno Bagged			1/1LB 1.000' Lb Avg.		Pound			
Pepper Mini Sweet	50 cs		12/1LB 12.000' Lb Avg.		Case			
Pepper Pasilla			1/10LB 10.000' Lb Avg.		Case			
Pepper Red Bag	75 bag		1/6CT 2.200' Lb Avg.		Each			
Pepper Red Choice	50 cs		1/25LB 25.000' Lb Avg.		Case			
Plum Black Vf	100 cs		1/28LB 28.000' Lb Avg.		Case			
Plum Red Vf	100 cs		1/28LB 28.000' Lb Avg.		Case			
Pluot Dapple 2 Layer	100 cs		1/64CT/LG 18.000' Lb Avg.		Case			
Potato Red #2	50 cs		100 CT 50.000' Lb Avg.		Case			
Potato Russet (6-8 oz)	20 cs		1/50LB 50.000' Lb Avg.		Case			
Spinach Cello Stemless	100 cs		4/2.5LB 10.000' Lb Avg.		Case			
Spinach Cello Stemless	300 bag		1/2.5LB 2.500' Lb Avg.		Each			
Spring Mix	To be determined		1/3LB 3.000' Lb Avg.		Case			

Spring Mix	To be determined		4/3LB 12.000' Lb Avg.		Case			
Strawberry Clamshell (Contract)	500 cs		8/1LB 8.000' Lb Avg.		Case			
Squash Yellow			1/22 Lb 22 LB		Case			
Tomato Grape	385 cs		12/10OZ 7.500' Lb Avg.		Case			
Tomato Loose 4X5	200 cs		1/25LB 25.000' Lb Avg.		Case			
W'melon Red Sdls 65LB Ave	40 cs		1/65LB 65.000' Lb Avg.		Case			
Zucchini Squash	To be determined		1/5 Lb bag		Each			
Prepared Cut Produce all in 4/5 # or 4/3 # bags								
Zucchini	To be determined		3/4" - 1" cuts		Case			
Yellow Squash	To be determined		3/4" - 1" cuts		Case			
Red Potatoes	To be determined		3/4" - 1" cuts		Case			
Onions	To be determined		3/4 " - 1" cuts		Case			
Calabacitas Grey Squash	To be determined		3/4 " - 1" cuts		Case			
Pepper Pasilla	To be determined		3/4" - 1" cuts		Case			

https://docs.google.com/spreadsheets/d/1I2n51cT-iBZ4aIPyeWmaF_dZNp32MUbt/edit?gid=853302110#gid=853302110

ATTACHEMENT B**SIGNATURE PAGE FOR FRESH PRODUCE PRODUCTS**

Pursuant to and in compliance with section 1 through section 5, the undersigned hereby proposes and has the capacity to furnish and deliver any or all of the articles enumerated and/or perform such work as specified at the prices quoted herein.

I hereby certify that I have read and understand the call for bids, and all bid documents pertaining to this bid submittal.

COMPANY REPRESENTATIVE _____ **Printed**

SIGNATURE _____ **TITLE** _____

COMPANY _____

ADDRESS _____

TELEPHONE _____ **FAX** _____ **DATE** _____

Firm: () Corporation () Partnership () Individual () Other _____

Federal Tax Identification Number _____

Washington UBI Number _____

ATTACHMENT C**BYRD ANTI-LOBBYING CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Please check the appropriate box:

_____ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

_____ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20_____

By: _____	_____
(Type or Print Name)	(Title of Executing Official)
_____	_____
(Signature of Executing Official)	(Name of Organization/Applicant)

ATTACHMENT D

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

Organization Name

PR/Award Number or Project Name

Name and Title(s) of Authorized Representative

Signature(s)

Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

YAKIMA SCHOOL DISTRICT SPECIFIC INSTRUCTIONS

Delivery

The preferred delivery time to school buildings is not earlier than 5:30 A.M. and not later than 10:30 A.M., unless mutually agreed on. Dark drops, including weekend deliveries will be accepted. Bids will be based on one to two delivery days a week with no more than three days between. Dark drops are done on weekends or before 5:00 a.m. weekdays. Deliveries during work week are usually Tuesday and Wednesday.

School	Address	Deliveries per week	Contact	Kitchen Phone (509 area code)
Adams Elementary	723 South 8th Street, Yakima, WA 98902	1	Maria Barrigan	573-5108
Barge Lincoln Elementary	219 East "I" Street, Yakima, WA 98901	1	Martha Cruz	573-5208
Discovery Lab Elementary	2810 Castlevale Road, Yakima, WA 98902	1	Todd Morrow	573-5408
Garfield Elementary	612 No. 6th Avenue, Yakima, WA 98902	1	Jill Baughman	573-5708
Gilbert Elementary	4400 Douglas Drive, Yakima, WA 98908	1	Candace Deccio	573-5808
Hoover Elementary	400 W. Viola Avenue, Yakima, WA 98902	1	Helen Cochran	573-5908
Martin Luther King Elem.	2000 So 18th Street, Yakima, WA 98903	1	TBD	573-1108
McClure Elementary	1222 So. 22nd Avenue, Yakima, WA 98902	1	Margarita Alvarez	573-1308
McKinley Elementary	621 So. 13th Avenue, Yakima, WA 98902	1	Eva Hernandez	573-1408
Nob Hill Elementary	801 So. 34th Avenue, Yakima, WA 98902	1	Nickole Dimick	573-1508
Ridgeview Elementary	609 W. Washington Avenue, Union Gap, WA 98903	1	America Cuevas	573-1808
Robertson Elementary	2807 W Lincoln Avenue, Yakima, WA 98902 (Entrance on Powerhouse Road)	1	Shellie Hegel	573-1608

Roosevelt Elementary	120 No. 16th Avenue, Yakima, WA 98902	1	Bethany Easterday	573-1708
Whitney Elementary	4411 W. Nob Hill, Yakima, WA 98908	1	Maria Saldana	573-1908
Franklin Middle School	410 So. 19th Avenue, Yakima, WA 98902	1	Michelle Werts	573-2108
Lewis & Clark Middle Sch	1114 W. Pierce Street, Yakima, WA 98902	1	Karen Dane	573-2208
Washington Middle School	510 So. 9th Street, Yakima, WA 98901	1	Lisa Foss	573-2308
Wilson Middle School	902 So. 44th Avenue, Yakima, WA 98908	1	LaVonna Hoffman	573-2408
AC Davis High School	212 South 6th Avenue, Yakima, WA 98902	1	Colena Withrow	573-2508
Eisenhower High School	611 So. 44th Avenue, Yakima, WA 98908	1	Janelle Miller	573-2608
Stanton Academy	802 River Road, Yakima, WA 98902	1	Minnie Ponce	573-1208
Child Nutrition Warehouse	104 North 4th Avenue, Yakima, WA 98902	As needed	Janey Smith	573-7052

Contacts

Cassie Davidson

Child Nutrition Director

davidson.cassie@ysd7.org

509-573-7145

Janey Smith

Purchasing Specialist

smith.janey@ysd7.org

509-573-7052