



# **SCHOOL BOARD ACTION REPORT**

**DATE:** April 29, 2019  
**FROM:** Ms. Denise Juneau, Superintendent  
**LEAD STAFF:** Fred Podesta, Chief Operations Officer  
[fhpodesta@seattleschools.org](mailto:fhpodesta@seattleschools.org), 206-252-0644

**For Introduction:** May 29, 2019  
**For Action:** June 12, 2019

## **1. TITLE**

Recommendation to renew the Fluid Milk Products, Miscellaneous Dairy Products and Juice Products Bid B02845

## **2. PURPOSE**

This board action would exercise the option to renew an existing contract to provide dairy and juice products for the district's breakfast, lunch and after-school snack programs for 2019-20 and 2020-21, providing access to nutritious meals to all students in the district. The original contract was approved by the board in July 2018 and allowed for the possibility of two renewals. Approval of this motion would renew the three-year contract for the final two years of the contract.

## **3. RECOMMENDED MOTION**

I move that the School Board authorize the Superintendent to renew the contract with Dairy Fresh Farms, Inc. for two additional years covering the period from Sept. 1, 2019 to Aug. 31, 2021, at a cost of up to \$969,922 per year, for a total cost of up to \$1,939,844 for fluid milk products, miscellaneous dairy products, and fruit juice products with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract. Approval of this motion would renew the three-year contract for the final two years of the contract.

## **4. BACKGROUND INFORMATION**

### **a. Background**

The existing contract for Fluid Milk Products, Miscellaneous Dairy Products and Juice Products expires on Aug. 31, 2019. The District advertised this contract in April 2018. One bid was received on May 8, 2018, from Dairy Fresh Farms, Inc. in the amount of up to \$969,922.00 annually.

The quantities in this bid represent an estimate of the various products required to support the School Breakfast, Lunch and After-school Snack programs. The actual quantities to be purchased may vary depending on internal changes and student participation. For the Fluid Milk Products and for the Miscellaneous Dairy Products, prices are firm for 90 days after the bid opening and

thereafter are subject to escalation, up or down, based upon cost changes in Class I and Class II milk and butterfat differential as determined by the Puget Sound Federal Milk Marketing Order or any Marketing Order established by authority of an agency of the State of Washington. Prices for Juice Products are firm for the contract period. Nutrition Services has historically been able to manage monthly price fluctuations for these products and will maintain this contract at the same approximate cost as in 2018-19. Current costs are on track and expected to reach up to \$900,000.

The quantities in this bid represent an estimate of the various products required to support the School Breakfast and Lunch programs. The actual quantities to be purchased may vary depending on internal changes and student participation.

**b. Alternatives**

No alternatives have been identified due to the requirement for dairy products in meal programs.

**c. Research**

National School Lunch and National School Breakfast meal patterns require that sponsors offer 8 oz. fluid milk in a variety of fat contents with all meals. In addition, yogurt is identified as a meat/meat alternate component, and juice may be offered as a fruit component in limited quantities.

**5. FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action will be up to \$969,922 per school year for the 2019-20 and 2020-21 school years.

The revenue source for this motion is Nutrition Services Food Budget.

Expenditure:  One-time  Annual  Multi-Year  N/A

Revenue:  One-time  Annual  Multi-Year  N/A

**6. COMMUNITY ENGAGEMENT**

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

This formal bid was for food products to support the School Breakfast and Lunch programs with specifications that meet U.S. Department of Agriculture (USDA) guidelines.

**7. EQUITY ANALYSIS**

Nutrition Services provides meal service to students in a non-discriminatory manner per school board policy and USDA guidelines. The Equity Analysis Tool was not used for decision-making regarding this contract as USDA requires equal availability of products, but the contract supports our mission that students have equitable access to food.

**8. STUDENT BENEFIT**

Dairy and juice products are an important component of appetizing, nutritious breakfasts and lunches that are appealing to students and provide them needed nutrition. They also offer flexibility for students' health needs.

**9. WHY BOARD ACTION IS NECESSARY**

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. \_\_\_\_\_, [TITLE], provides the Board shall approve this item
- Other: \_\_\_\_\_

**10. POLICY IMPLICATION**

Per Policy No. 6705, Food Service and Student Nutrition, dairy and juice products are necessary to furnish students with nutritious breakfasts and lunches. Per Policy No. 6220, Procurement, any contract for more than \$250,000 must be brought before the Board for approval.

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Operations Committee meeting on May 16, 2019. The Committee reviewed the motion and moved it forward with a recommendation for approval by the full Board.

**12. TIMELINE FOR IMPLEMENTATION**

Upon Board approval, the Fluid Milk, Misc. Dairy & Juice Products Agreement will be executed to initiate services beginning Sept. 1, 2019.

**13. ATTACHMENTS**

- Fluid Milk, Misc. Dairy and Juice Products Agreement for reference



# Fluid Milk, Misc. Dairy and Juice Products Agreement

## Executive Approval Form and Contract

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Mary Cauffman  
Executive Administrative Assistant for Operations  
[macauffman@seattleschools.org](mailto:macauffman@seattleschools.org)

These documents include the executive approval form to award contracts of more than \$75,000, the Board Action Report for 2018 and the actual contract.

**Superintendent's Office**

**Every Student. Every Classroom. Every Day.  
Three Goals 50,000 Journeys and Counting**



**EXECUTIVE APPROVAL FORM**


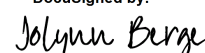
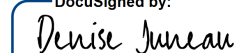
This form is to be used for contracts, MOU's, and grants above \$75,000 and for sole source and emergency approvals. Contracts below \$75,000 may be signed by the Purchasing or Accounting Manager. An original of the document to be approved must be attached to this form. If the contract requires Board approval, a copy of the approved Board Action Report must be included.

**TO: Assistant Superintendent for Business and Finance (for approvals up to \$100,000)  
Superintendent (for approvals over \$100,000)**

Requesting Approval for (Check all that apply):	<input checked="" type="checkbox"/> Contract/PSC/PO	<input type="checkbox"/> MOU	<input type="checkbox"/> Grant
	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Emergency	<input type="checkbox"/> Other: Renewal
	<input type="checkbox"/> Inter-Local Cooperative Agreement		
Project Title/Description /Reason Procurement Requested: B02845: Fluid Milk Products, Miscellaneous Dairy Products and Juice Products with Dairy Fresh Farms, Inc.			
Contract Amount: \$969,922.00			

The subject and attached material have been reviewed with the appropriate staff members as indicated by the signatures below. **All policies and legal requirements have been followed.** If the material meets your approval, please sign and return to the initiator's office. The page(s) requiring your signature have been tagged.

Attachment(s)/ Supporting Documentation: Contract Document	Related Policy or RCW(s) or WAC(s) <b>SPS Policy 6705</b>	
<b>Initiator/Staff Member Information</b>		
(1) Name (Print) Charlotte Marrison	DocuSigned by: Signature <i>Charlotte Marrison</i>	Date 7/13/2018 6:18:56 AM
Email/Phone: crmarrison@sattleschools.org/x20604	Department: Nutrition Services	
<b>ROUTING APPROVAL (For Contracts, Personal Service Contracts/ Purchase Orders \$75,000 - \$100,000)</b>		
(2) Manager/Principal (Print) N/A	Signature	Date
(3) Director (Print) Charlotte Marrison	DocuSigned by: Signature <i>Charlotte Marrison</i>	Date 7/13/2018 6:18:56 AM
(4) Facilities Finance (Capital only) (Print) N/A	Signature	Date
(5) Procurement (Purchasing/Contracting) (Print) Diane Navarro	DocuSigned by: Signature <i>Diane Navarro</i>	Date 7/13/2018 9:17:53 AM
(6) Legal (Print) Ronald Boy	DocuSigned by: Signature <i>Ronald Boy</i>	Date 7/13/2018 11:29:42 AM
(7) Accounting (for encumbrance)* (Print) Amy Fleming	DocuSigned by: Signature <i>Amy Fleming</i>	Date 7/13/2018 1:53:43 PM

(8) Assistant or Associate Superintendent of Department (as appropriate) (Print) Pegi McEvoy	Signature DocuSigned by: 	Date 7/17/2018 9:29:37 AM
(9) Assistant Superintendent for Business and Finance* (Print) JoLynn Berge	Signature DocuSigned by: 	Date 7/17/2018 12:27:30 PM
<b>FINAL APPROVAL (for Contracts \$100,000 - \$250,000)</b>		
(10) Superintendent (Superintendent to execute contracts over \$250,000 after Board approval)* (Print)** Denise Juneau	Signature DocuSigned by: 	Date 7/31/2018 4:36:27 PM
<b>BOARD APPROVAL (for Contracts OVER \$250,000)</b>		
(11) Board Action Approval Date July 11, 2018	<input checked="" type="checkbox"/> Approved Board Action Report (BAR) attached	

\*Contract executor(s) – See Superintendent Procedures 6220SP.A, Attachment 1 for contract signature authorities

\*\*If Board Action Approval is appropriate, skip Superintendent signature until Board approves. Once approved by Board, then have Superintendent sign-off.

**APPROVED**

## **SCHOOL BOARD ACTION REPORT**

**DATE:** June 20, 2018  
**FROM:** Dr. Larry Nyland, Superintendent  
**LEAD STAFF:** Pegi McEvoy, Assistant Superintendent of Operations  
[pmcevoy@seattleschools.org](mailto:pmcevoy@seattleschools.org), 206-252-0102

**For Introduction:** 6/27/2018  
**For Action:** 7/11/2018

### **1. TITLE**

Recommendation to award Fluid Milk Products, Miscellaneous Dairy Products and Juice Products Bid B02845

### **2. PURPOSE**

This board action would approve a \$969,922.00 contract to provide dairy and juice products for the district's breakfast, lunch and afterschool snack programs for 2018-2019, providing access to nutritious meals to all students in the district.

### **3. RECOMMENDED MOTION**

I move that the School Board authorize the Superintendent to execute a contract with Dairy Fresh Farms, Inc., covering the period from September 1, 2018 to August 31, 2019, in the amount of \$969,922.00 for Fluid Milk Products, Miscellaneous Dairy Products and Juice Products, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract. This contract has annual renewal options for two additional years.

### **4. BACKGROUND INFORMATION**

#### **a. Background**

The existing contract for Fluid Milk Products, Miscellaneous Dairy Products and Juice Products expires on August 31, 2018. The District advertised this contract in April, 2018. One bid was received on May 8, 2018, from Dairy Fresh Farms, Inc. in the amount of \$969,922.00 annually.

The quantities in this bid represent an estimate of the various products required to support the School Breakfast, Lunch and Afterschool Snack programs. The actual quantities to be purchased may vary depending on internal changes and student participation. For the Fluid Milk Products and for the Miscellaneous Dairy Products, prices are firm for 90 days after the bid opening and thereafter are subject to escalation, up or down, based upon cost changes in Class I and Class II milk and butterfat differential as determined by the Puget Sound Federal Milk Marketing Order or any Marketing Order established by authority of an agency of the State of Washington. Prices for Juice Products are firm for the contract period. Nutrition Services has historically been able



to manage monthly price fluctuations for these products and will maintain this contract at the same approximate cost as in 2017-18.

The quantities in this bid represent an estimate of the various products required to support the School Breakfast and Lunch programs. The actual quantities to be purchased may vary depending on internal changes and student participation.

This contract has annual renewal options for two additional years.

b. Alternatives

No alternatives have been identified due to the requirement for dairy products in meal programs.

c. Research

National School Lunch and National School Breakfast meal patterns require that sponsors offer 8 oz. fluid milk in a variety of fat contents with all meals. In addition, yogurt is identified as a meat/meat alternate component, and juice may be offered as a fruit component in limited quantities.

**5. FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action will be \$969,922.00 for the 2018-19 school year.

The revenue source for this motion is Nutrition Services Food Budget.

Expenditure:  One-time  Annual  Multi-Year  N/A

Revenue:  One-time  Annual  Multi-Year  N/A

**6. COMMUNITY ENGAGEMENT**

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

This formal bid was for food products to support the School Breakfast and Lunch programs with specifications that meet U.S. Department of Agriculture guidelines.

**7. EQUITY ANALYSIS**

Nutrition Services provides meal service to students in a non-discriminatory manner per school board policy and U.S.D.A. guidelines. The Equity Analysis Tool was not run for this contract but the contract supports our mission that students have equitable access to food.

**8. STUDENT BENEFIT**

Dairy and juice products are an important component of appetizing, nutritious breakfasts and lunches that are appealing to students and provide them needed nutrition.

**9. WHY BOARD ACTION IS NECESSARY**

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

Adopting, amending, or repealing a Board policy

Formally accepting the completion of a public works project and closing out the contract

Legal requirement for the School Board to take action on this matter

Board Policy No. \_\_\_\_\_, [TITLE], provides the Board shall approve this item

Other: \_\_\_\_\_

**10. POLICY IMPLICATION**

Per Policy No. 6220, Procurement, any contract over \$250,000 must be brought before the Board for approval. Per Policy No. 6705, Food Service and Student Nutrition, dairy and juice products are necessary to furnish students with nutritious breakfasts and lunches.

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Operations Committee meeting on June 7, 2018. The Committee reviewed the motion and moved it forward to the full board with a recommendation for approval.

**12. TIMELINE FOR IMPLEMENTATION**

Upon Board approval, the Fluid Milk, Misc. Dairy & Juice Products Agreement will be executed to initiate services beginning September 1, 2018.

**13. ATTACHMENTS**

None

**BID NO. B02845**

**FLUID MILK PRODUCTS, MISCELLANEOUS DAIRY  
PRODUCTS AND JUICE PRODUCTS**

*Supply milk, dairy and juice products for Nutrition Services' School Breakfast,  
Lunch or Afterschool Snack programs from September 1, 2018 through August 31, 2019*

**CONTRACT NO. B02845**

**with**

**DAIRY FRESH FARMS, INC.  
9639 BLOMBERG STREET SW  
OLYMPIA, WA 98512**

**for**

**SEATTLE SCHOOL DISTRICT NO. 1  
2445 THIRD AVENUE SOUTH  
SEATTLE, WA 98134**

**SCHEDULED BOARD APPROVAL: JULY 11, 2018**

**FLUID MILK PRODUCTS, MISCELLANEOUS DAIRY PRODUCTS AND JUICE PRODUCTS**

7/31/2018 4:36:27 PM PDT

This Agreement, Contract No. B02845, is effective \_\_\_\_\_ by and between Seattle School District No. 1, a Washington municipal corporation (District), and Dairy Fresh Farms, Inc. (Vendor). The District and Vendor agree as follows:

**1. SCOPE OF WORK AND SCHEDULE**

Vendor shall provide services as described in Exhibit 6, Specifications. Vendor is authorized to proceed upon receipt of this signed Agreement. This Agreement shall be in effect from September 1, 2018 through August 31, 2019. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

The Vendor and the District agree that this Agreement may, pending satisfactory performance of the Vendor and with the mutual approval of the Vendor and the District, be extended under the same terms and conditions for one-year intervals, for a total not to exceed two (2) additional years. Extended Agreements will begin on September 1 and will end on August 31.

**2. CONTRACT PRICE**

District agrees to pay Vendor **NINE HUNDRED SIXTY-NINE THOUSAND, NINE HUNDRED TWENTY-TWO DOLLARS (\$969,922.00)** (Maximum Authorized Compensation) for Fluid Milk Products, Miscellaneous Dairy Products and Juice Products as shown in Exhibit 7, Bid Form/Bid Price Form, to perform the work identified in Bid No. B02845.

This amount shall constitute complete compensation for all costs and fees incurred. Any increase above this amount will require agreement by the parties.

Compensation will be paid monthly to the extent that Vendor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Vendor shall submit its invoices in the form and according to the schedule prescribed in Exhibit 5, Special Provisions, Item 1-10, to the address listed in paragraph 3.

**3. COMMUNICATION**

The District's representative for this contract is Charlotte Marrison, Assistant Director Nutrition Services. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

**To the District:**

Charlotte Marrison  
Assistant Director Nutrition Services  
Mail Stop 32-372  
Seattle School District No. 1  
P.O. Box 34165  
Seattle, WA 98124-1165

**To Vendor:**

Dean Heggie  
President  
Dairy Fresh Farms, Inc.  
9636 Blomberg St. SW  
Olympia, WA 98512

Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3 above.

4. **VENDOR REPORTS**

Vendor shall provide reports as requested by District and as specified in Exhibit 5, Special Provisions.

5. **PERSONNEL**

Vendor shall assign the personnel listed in the Bid Form for the performance of the Work and shall not (for so long as they remain in Vendor's employ) reassign or remove any of them without the prior written consent of District.

6. **THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:**

Exhibit	Topic
1	Information to Bidders
2	General Terms and Conditions
3	Debarment and Suspension
4	U.S Department of Agriculture Certification
5	Special Provisions
	5.1 Delivery Locations 2018-2019
	5.2 Seattle Schools Site Map
	5.3 Breakfast and Lunch Schedule
6	Specifications
7	Bid Form/Bid Price Form
8	Addendum No. 1 dated April 27, 2018

**DAIRY FRESH FARMS, INC.**

Dean Heggie  
Signature

DEAN HEGGIE  
(Vendor Representative)

PRESIDENT  
Title

MAY 21, 2018  
Date Signed

DAIRY FRESH FARMS, INC  
Company Name

911121590  
Federal Tax Identification Number

**SEATTLE SCHOOL DISTRICT NO. 1**

DocuSigned by:  
Denise Juneau  
Signature  
Denise Juneau

Dr. Larry Nyland

Superintendent  
Title

7/31/2018 4:36:27 PM PDT  
Date Signed

## SECTION B: INFORMATION TO BIDDERS

**INFORMATION TO BIDDERS**

(Exhibit 1 of Agreement)

1-1 **SUBMISSION OF BIDS:**

Seattle School District No. 1 shall receive bids no later than the due date and time specified in the Bid Schedule.

**BID SCHEDULE**

<b>SCHEDULE</b>	
<b>Date</b>	<b>Selection Process</b>
April 10, 2018	Advertisement for Bid Published. (First Notice)
April 17, 2018	Advertisement for Request for Proposal Published. (Second Notice)
April 26, 2018	Last day for Questions by 2:00 p.m.
<b>May 8, 2018</b>	<b>Bid Due at 2:00 p.m.</b>
June 6, 2018	Board Action
September 1, 2018	Anticipated Start Date

It is **IMPORTANT** that bids be submitted in a sealed envelope, clearly marked with company name, address, telephone number, bid number, title of bid, and date and time of opening to Contracting Services.

All communication and/or questions shall be submitted in writing at the dates and times indicated herein to:

**U.S. Mail:** Diane Navarro  
Contracting Services  
Seattle Public Schools  
M/S 22-337  
P.O. Box 34165  
Seattle, WA 98124-1165

**Physical Location:** Diane Navarro  
Contracting Services  
Seattle Public Schools  
M/S 22-337  
2445 Third Avenue S.  
Seattle, WA 98134-1923

Phone: (206) 252-0566

Fax: (206) 743-3018

E-mail: [contractingservices@seattleschools.org](mailto:contractingservices@seattleschools.org)

SECTION B: INFORMATION TO BIDDERS

**NOTE:** The Invitation to Bid Number and your firm name should appear on any product data or other information submitted with this bid.

1-2 **INQUIRY:**

All contact whether via telephone, or in writing regarding this bid during the bid preparation and evaluation process must be through the information listed above in 1-1 SUBMISSION OF BIDS.

**In the event that a supplier attempts to contact any official, employee, or District representative in any manner contrary to the above requirements, said firm may be disqualified for further consideration.**

**Failure to follow this requirement may cause your bid to be disqualified.**

1-3 **BID FORMS:**

Bid responses must be made on the Bid Form and Bid Price Form furnished by the District. Bid responses must contain all information requested therein. Only the amounts and information asked for on the furnished Bid Form and Bid Price Form will be considered as the bid. All blank spaces must be filled in.

1-4 **SIGNATURE OF BID:**

All bids shall give the prices proposed and shall be signed by the bidder or his or her authorized representative, with the bidder's address. If the bid is made by an individual, the name must be shown; if made by a partnership, the name and post office address of the partnership and the signature and name of at least one of the general partners must be shown; if made by a firm or corporation, the bid shall show the title of the person who signs on behalf of the corporation and shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.

1-5 **BID EVALUATION:**

In the event there are math errors on the BID PRICE FORM (such as disagreement between unit prices and extended amounts), the unit price shall govern and the amount will be corrected accordingly. If the total of the individual items indicated does not agree with the sum of the prices for the individual items, the prices on the individual items shall govern and the total for the schedule will be corrected accordingly.

SECTION B: INFORMATION TO BIDDERS

1-6 WITHDRAWAL OF BIDS:

A bid that is in the possession of Contracting Services may be withdrawn by the bidder prior to the time and date of the bid opening. Bids may not be withdrawn after the bid opening.

1-7 ALTERATION OF BIDS:

A bid that is in the possession of Contracting Services may be altered by the signature of the name of the person authorized for bidding providing it is received prior to the time and date of the bid opening. The revision will become a part of the bid response at the time of the bid opening. If erasures or other changes appear on the bid forms as submitted, each erasure or change must have the initials of the person signing the bid.

1-8 LATE BIDS AND MODIFICATIONS OF BIDS:

Any bid or modification of a bid received at Contracting Services after the exact time and date specified as the bid opening time and date will not be considered.

1-9 ADDENDA:

Receipt of addenda to the bid specifications or documents by a bidder must be acknowledged on the bid or by letter prior to the time and date set for the bid opening. Each addendum must be separately acknowledged by number in the space provided on the Bid Form, Section L, Page 2.

1-10 NONRESPONSIVE BIDS:

Any bid that does not comply with the bid schedule or instructions, is not properly signed, or has incomplete bid documents as required will be considered nonresponsive.

1-11 INTERPRETATION OF BID AND AGREEMENT DOCUMENTS:

No oral interpretations will be given to any bidder as to the meaning of the bid or Agreement documents; and any oral communication is not binding upon the District. All questions shall be made in writing and delivered to Contracting Services as indicated in 1-1 BID SUBMISSIONS. Answers to questions will be issued in the form of an addendum which will be provided electronically on the Builders Exchange website at [Builders Exchange of Washington](#) and on the Seattle Schools [Current Solicitations](#) website. All such addenda shall become part of the bid specifications.

1-12 POSTPONEMENT PRIOR TO BID OPENING:

The right is reserved, as the interest of the District may require, to revise or amend the specifications prior to the date set for opening bids. Such revisions and addenda, if any, will be announced by an addendum to the Invitation to Bid. If the revisions and addenda are of a



SECTION B: INFORMATION TO BIDDERS

nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of Contracting Services and Nutrition Services will enable bidders to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

1-13 EXAMINATION OF BID AND AGREEMENT DOCUMENTS:

The submission of a bid shall constitute an acknowledgment upon which the District may rely that the bidder has thoroughly examined and is familiar with the bid and Agreement documents. The failure or neglect of a bidder to examine such documents shall in no way relieve the bidder from any obligations with respect to the bidder's bid or to the Agreement. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Agreement documents. A signed Agreement furnished to the successful bidder results in a binding Agreement without further action by either party.

1-14 BID PRICES:

Bid prices shall include everything necessary for the completion of the Agreement. The offer shall remain in effect for **90 days** after the bid opening. Prospective bidders should indicate in their bids the address to which payment should be mailed, if such address is different from that shown for the bidder.

1-15 ACCEPTANCE:

The School Board Award is scheduled for June 6, 2018.

1-16 INSURANCE REQUIREMENTS:

Both General Insurance and Auto Insurance coverage will be required from the successful bidder(s) within seven days of contract award. The Certificates must be reviewed and approved by the District's Risk Manager before work can begin.

NOTE: Insurance specifications begin on Page 5 of Section C., GENERAL TERMS AND CONDITIONS.

1-17 PROTEST PROCEDURES:

Any actual or prospective bidder, who is aggrieved in connection with the solicitation or award of this contract, may protest to the District in accordance with the procedures set forth herein. Protests based on the terms in this bid, which are apparent prior to the date established for submitting the bid response must be received seven (7) days prior to the submittal deadline. Protests based on other events must be received within three (3) working days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all bids are rejected or if the protest is received after the award for this contract.

SECTION B: INFORMATION TO BIDDERS

In order to be considered, a protest shall be in writing and shall include: the name and address of the aggrieved person; the contract title under which the protest is submitted; a detailed description of the specific grounds for protest and any supporting documentation; and the specific ruling or relief requested. The written protest shall be mailed to:

JoLynn Berge  
Assistant Superintendent for Business and Finance  
Seattle Public Schools  
Mail Stop 33-300  
PO Box 34165  
Seattle, WA 98124-1165

or delivered to:

JoLynn Berge  
Assistant Superintendent for Business and Finance  
Mail Stop 33-300  
Seattle Public Schools  
2445 Third Avenue South  
Seattle, WA 98134

And shall be labeled: "Protest".

Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including bidders involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved and any other interested parties. The District's decision may be appealed to the Superintendent by written notice together with all supportive evidence, received at the address set forth in paragraph 2, not more than two (2) working days after receipt of the decision. The Superintendent's decision shall be final and conclusive.

Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.

Any vendor submitting a bid shall be deemed to have accepted these procedures.

SECTION B: INFORMATION TO BIDDERS

1-18 DISTRICT REPRESENTATIVE:

Questions concerning specifications, the bid process, acceptance, and approval of bids should be directed to Contracting Services:

Telephone No. (206) 252-0571

Fax No. (206) 743-3018

[contractingservices@seattleschools.org](mailto:contractingservices@seattleschools.org)

SECTION C: GENERAL TERMS AND CONDITIONS

**GENERAL TERMS AND CONDITIONS**

(Exhibit 2 of Agreement)

APPLICABLE LAW AND FORUM

Except as hereinafter specifically provided, this Agreement shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in courts in King County, Washington.

AGREEMENT DOCUMENTS

These General Terms and Conditions, Information to Bidders, Special Provisions, Specifications, Invitation to Bid, and Agreement, shall be a part of and constitute the Agreement entered into by the Seattle School District No. 1 (District), and any successful Vendor. In the event there is any discrepancy between any of the foregoing Agreement documents, the following order of documents governs so that the former prevails over the latter: Agreement, Purchase Order, Addenda, Specifications, Special Provisions, General Terms and Conditions, Information to Bidders and Invitation to Bid.

VENDOR'S SERVICES AND RESPONSIBILITIES

- A. Services. Vendor shall furnish all personnel, equipment and products for the performance of all Services under this Agreement. Such services and other items provided or to be provided to District under this Agreement, are sometimes collectively referred to herein as the "Services."
- B. Manner of Performance. Vendor's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Vendor shall be properly licensed, equipped, organized and financed to perform the Services.
- C. Vendor's Personnel. All personnel employed by Vendor engaged in the Services shall be fully qualified and shall be authorized under applicable federal, state, and local law to perform such Services. Vendor shall, if so requested by District, remove from the performance of the Services any person District reasonably deems incompetent. Failure of District to so object shall not relieve Vendor of responsibility for such person. If any personnel are reassigned or replaced by Vendor upon District's request, Vendor shall replace them with personnel approved by District.
- D. Vendor Employee Background. Pursuant to RCW 28A.400.330, Vendor shall prohibit from providing Services at a public school where there may be contact with children, any

## SECTION C: GENERAL TERMS AND CONDITIONS

employee of Vendor 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. Contractor shall furnish records to confirm compliance with this section prior to commencing work. Failure to comply with this section shall be grounds for District to immediately terminate the Agreement.

- E. Compliance With Laws. The Vendor shall keep fully informed on all federal and state laws, all local bylaws, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any way affect the conduct of the Services. He/she shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders, and decrees in force at the time of award. The Vendor shall protect and indemnify the District and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by him or herself or his/her employees.

No extension of time or additional payment will be made for loss of time or disruption of Services caused by any actions against the Vendor for any of the above reasons.

- F. Quality of Vendor. Vendor represents, warrants and guarantees that, as of the time of delivery, all products shall: (i) not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, and regulations adopted thereunder (the "FD&C Act"); (ii) not be articles that are prohibited, under the FD&C Act or any successor thereto, from being introduced into interstate commerce; (iii) not be adulterated or misbranded within the meaning of, or in violation of, an disclosure or warning required under the pure food and drug or health, safety or environmental laws, regulations or ordinances of any state or other government authority which are applicable to such shipment or delivery; (iv) be in compliance with all other applicable federal, state, and local laws and regulations; and (v) be merchantable and fit for their intended purpose, and pass without objection in trade.
- G. Seller provides no warranty against the adulteration or misbranding of any products within the meaning of the FD&C Act or any other applicable laws or ordinances which occurs after delivery to District and is not caused by any act or failure to act on the part of Vendor (provided that any adulteration or misbranding which is found to exist after delivery and which is caused by any defect in the processing or the packing of products or by any defective condition of any raw materials used in the processing or packing of products or by any defect in the container in which products are packed by Vendor shall be deemed to have existed at the time of delivery).
- H. If products supplied by Vendor under this Agreement include high-risk produce items, either in bulk or as a packaged product (ready-to-eat, ready-to-use) containing any high-risk produce, a written Good Agricultural Practices (GAP) program covering growing,

## SECTION C: GENERAL TERMS AND CONDITIONS

harvesting, handling and cooling of fruits and vegetables is required. High-risk produce items include sprouts, berries, lettuce and leafy greens (iceberg lettuce, romaine lettuce, green leaf lettuce, red leaf lettuce, butter lettuce, baby leaf lettuce, escarole, endive, spring mix, spinach, cabbage, kale, arugula and chard), green onions, tomatoes, cantaloupes and watermelons. The GAP shall include, but is not limited to, a current list of all growers, maps of farms and locations where products are grown, review of sources of irrigation water, water quality monitoring, use of soil amendments, monitoring the microbial quality of soil amendments, environmental factors, list of harvesting crews, field sanitation, employee training, sanitation records, good handling practices, traceback/traceforward or recall program. For produce distributors, a copy of the bidders' third party food safety audit report certification must be provided.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS

- A. Release and Indemnification. Vendor releases and shall indemnify and hold harmless District, its successors and assigns, and the directors, officers, employees and agents of District and their successors and assigns (collectively, the "Indemnitees") from all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) relating to the services or products arising (whether before or after completion of the Services) out of any act, error or omission of any of the following: Vendor; Vendor's subcontractors; the directors, officers, employees or agents of Vendor or any of its subcontractors; or anyone acting on Vendor's behalf in connection with the Services, products or this Agreement. Vendor agrees to so indemnify Indemnitees against any such claims, losses, harm, costs, liabilities, damages and expenses brought against Indemnitees for or because of the injury, illness and/or death of any person, or loss of or damage to any property (including, but not limited to, any judgment rendered against or settlement paid by or on behalf of Indemnitees in any such action), that arises in the course of (i) handling, shipment, delivery or consumption or use of any products sold or delivered by Vendor to Indemnitees, or (ii) any Services performed by Vendor on Indemnitee's premises. However, Vendor shall not be required to so indemnify any of the Indemnitees against liability or damages to the extent caused by or resulting from the negligence of such Indemnitees. The indemnification obligation under this paragraph shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor or any subcontractors or under any workers' compensation act, including Title 51, RCW, any disability benefit acts, or any other employee benefit acts. Vendor and any subcontractor hereby waive, for themselves and their successors, any right to claim such limitation as a defense, set off, or other reduction of rights to indemnification under this paragraph. **Vendor further agrees that this waiver has been mutually negotiated by the parties.**
- B. Workers' Compensation. Vendor expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Vendor) that might otherwise be afforded under any industrial insurance, workers' compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51

## SECTION C: GENERAL TERMS AND CONDITIONS

of the Revised Code of Washington). By executing this Agreement, Vendor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

NONCONFORMING PRODUCTS

- A. Rejection of Nonconforming Products. District, at its sole option, may (within a reasonable time after it has had an opportunity to inspect) reject (or may revoke acceptance of) and either return to Vendor or hold at Vendor's risk and expense any products that at the time of delivery (a) do not conform to District's specifications, (b) do not otherwise conform to the applicable order, (c) violate any law, regulation or court or administrative order, (d) fail to comply with applicable food safety or environmental health and safety laws or regulations, or (e) infringe any third party's patent, trademark, copyright or other intellectual property right, provided, however that District's failure to reject any products shall not relieve Vendor of responsibility for any warranty with respect to such products under this Agreement or otherwise. Payment of any invoice shall not waive District's right to reject or revoke acceptance of products. Vendor shall bear all expenses and risks of unpacking, examining, repacking, storing, holding, reshipping, and/or returning any products rejected by District. At District's option, with respect to any products that District rejects hereunder, Vendor shall refund or credit to District, or District may offset against amounts it owes to Vendor, the cost of such rejected products. In the event that Vendor's payment terms include a cash discount or rebate, such discount or rebate shall not be deemed earned by District with respect to such rejected products.
- B. Recalls; Tainted Products Claims.
1. If products, because of a condition which exists at the time of delivery to District (or which results from such condition), are the subject of a recall or safety notice initiated by Vendor, District or a government or consumer protection agency, Vendor shall be responsible for all reasonable costs and expenses associated with the recall or notice and shall reimburse District for all reasonable costs and expenses incurred by District in recalling, shipping and/or destroying such products (and, where applicable, any products with which such products have been packaged, consolidated or commingled) at District's net cost.
  2. Upon learning or receiving notice of a credible claim or potential claim of a defect in, or tampering with, any products, Vendor shall promptly notify District and, if appropriate, contact the FDA and/or other appropriate government agency, and shall immediately conduct at its expense sufficient analyses of such products to reliably determine the accuracy of such claim and the cause of any such defect or tampering.
  3. The parties shall assist each other in all reasonable ways to resolve any claims involving products subject to a recall or safety notice.

## SECTION C: GENERAL TERMS AND CONDITIONS

INSURANCEA. General Provisions.

1. Vendor shall, at its sole cost and expense, with respect to Vendor, its subcontractors of any tier, and their employees, officers, representatives and agents, ensure that Vendor and its subcontractors maintain in effect at all times during the performance of the Services coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Prior to commencing the Services, Vendor shall furnish to District assurance and evidence acceptable to District of coverage or insurance with respect to all persons performing the Services in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, Certificate(s) of Compliance as issued by the Washington State Department of Labor and Industries).
2. Without limiting the generality of paragraph 1. above, Vendor shall purchase and maintain insurance as set forth below for all its employees, officers, representatives and agents engaged in work under this Agreement. In case any such work is subcontracted, Vendor shall require the subcontractor to provide the same insurance coverage for all of the latter's employees, officers, representatives and agents engaged in such Services.
3. Prior to the commencement of performance of the Services, Vendor shall, at its sole cost and expense, secure such liability insurance as will protect Vendor, its employees, officers, representatives and agents, and District from and against any and all claims and liabilities arising out of bodily or personal injury (including death) or property damage that may result from Vendor's operations or performance of Vendor's obligations under this Agreement, whether such performance is by Vendor or any of its support. All such insurance shall be placed with such insurers and under such forms of policies as may be acceptable to District.

B. Liability Insurance.

Vendor shall, at its own expense, secure and maintain Commercial General Liability Insurance (including Vendors and Completed Operations; Personal and Advertising Injury; Stop Gap Employer's Liability; and Contractual Liability). Without limiting the generality of the foregoing, such insurance shall protect the District and Vendor from the following claims which may arise out of, result from or relate to Vendor's operation or performance under the Agreement:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;



SECTION C: GENERAL TERMS AND CONDITIONS

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
4. claims for damages, insured by usual personal and advertising injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Vendor, or (2) by any other person;
5. claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom (including, but not limited to, the usual Broad Form Property Damage Liability coverage); and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All required liability policies shall be written on an “occurrence” and not “claims made” form.

The insurance requirements detailed above shall include contractual liability insurance applicable to Vendor’s indemnification obligations under this Agreement.

All required liability policies shall be specifically endorsed as primary insurance, and not contributory to any other insurance or self-insurance available to District.

C. Limits of Liability.

The liability insurance required herein shall be written for not less than that stated in these documents; or one million dollars (\$1,000,000), whichever is greater. Except for workers’ compensation, limits shall be project specific and dedicated to Services performed under this Agreement, unless otherwise agreed to by District. The amounts of insurance shall not be less than:

workers’ compensation	statutory
employer’s liability	\$1,000,000 each accident
(stop gap)	\$1,000,000 disease-policy limit
	\$1,000,000 each employee
commercial general liability	(per occurrence/aggregate)
bodily injury and property	\$1,000,000/\$2,000,000
damage	
personal and advertising	\$1,000,000/\$2,000,000
injury	
Vendors and completed	\$1,000,000/\$2,000,000
operations	
tenant’s legal liability	\$100,000
automobile liability (owned,	\$1,000,000 per occurrence
non-owned, leased or hired)	
umbrella/excess coverage	\$5,000,000 per occurrence

## SECTION C: GENERAL TERMS AND CONDITIONS

D. Coverage Period.

Vendor or its subcontractors shall maintain the foregoing insurance and coverages in full force and effect at all times; (a) until all of Vendor's obligations under this Agreement have been fully performed, all of the Services has been fully accepted by District and all operations of Vendor and its employees, officers, representatives, agents and subcontractors (including, but not limited to, removal of equipment and other property) on or about the site of the Services have been concluded; and (b) in the case of completed operations and Vendor's liability insurance, until the expiration of one year after all of Vendor's obligations under this Agreement have been fully performed.

E. Certificates of Insurance.

Prior to the execution of the Agreement (or within such further time as District may allow in writing), Vendor shall deliver to District Certificates of Insurance in a form acceptable to District as evidence that policies providing insurance with such provisions, coverages and limits are in full force and effect. Such Certificates shall state specifically the name of this bid and list the District's address, and shall evidence the District as an insured or an additional insured. These Certificates shall contain a provision that coverages afforded by the policies will not be canceled until at least 45 days prior written notice has been given to the District. Vendor shall also furnish District with such additional assurance and evidence of such insurance (such as copies of all insurance policies, certified by an authorized representative of the insurer) as District may from time to time request. The Certificate shall also evidence that the policies are issued as primary insurance and noncontributory to any insurance or self-insurance applicable to District.

F. Renewal, Termination, Cancellation, Expiration, and Alteration.

In the event of any renewal, termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, Vendor shall deliver to District a Certificate of Insurance with respect to any such renewal, termination, cancellation, expiration or alteration, as the case may be prior to the inception of any such coverage.

G. Additional Insureds; Right of Subrogation.

Vendor shall ensure that any policies of insurance that Vendor or any of its subcontractors are required to carry, provide or have provided as insurance against loss of or damage to property or bodily harm that may occur in connection with the Services or this Agreement shall name the District as an additional insured and include a waiver of the insurer's right of subrogation against District. To the extent permitted by its insurance policies, Vendor hereby waives its rights of subrogation against District.

H. No Limitation.

The requirements of this Agreement as to insurance and acceptability to District of insurers and insurance to be maintained by Vendor and its support are not intended to and

SECTION C: GENERAL TERMS AND CONDITIONS

shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this Agreement.

I. District's Right to Maintain Insurance.

If Vendor or any of its subcontractors fail to maintain the insurance coverage as required, District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as set forth above, and District may charge to or otherwise recover from Vendor (e.g., by offset against any amounts due or which may become due Vendor under this Agreement), the cost of such insurance.

TERMINATION FOR CONVENIENCE/DEFAULT

The District may terminate this Agreement, in whole or in part, at any time by written notice (certified mail, return receipt requested) to the Vendor. The District shall give the Vendor 30 days written notice of such action. If the Vendor does not deliver products in accordance with the Agreement delivery schedule as specified, or if the Vendor fails to comply with any other provisions of the Agreement, the District may terminate this Agreement for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt request) on the Vendor setting forth the manner in which the Vendor is in default. The Vendor will only be paid the Agreement price for products delivered and accepted in accordance with the manner of performance set forth in the Agreement.

NONDISCRIMINATION

Vendors who hope to provide the District with products and Services must comply with the following nondiscrimination contract requirements. During the performance of this Agreement, the Vendor agrees as follows:

The Vendor agrees not to discriminate against any client, employee, or applicant for employment because of sex (gender); race; creed; color; religion; ancestry; national origin; age; economic status; sexual orientation including gender expression or identity; pregnancy; marital status; physical appearance; the presence of any sensory, mental or physical disability; honorably discharged veteran or military status; or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification with regard to, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. It is further understood that any Vendor who is in violation of these requirements or any applicable nondiscrimination program shall be barred forthwith from receiving awards of any purchase order from the District unless a satisfactory showing is made that discriminatory have terminated and that a recurrence of such acts is unlikely. This includes the compliance with Sections 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

OSHA/WISHA

## SECTION C: GENERAL TERMS AND CONDITIONS

The successful Vendor certifies that it is in compliance with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1970 (WISHA), and the standards and regulations issued thereunder, and certifies that all products furnished or purchased under this bid will conform to and comply with said standards and regulations. The successful Vendor further agrees to indemnify and hold harmless the District from damages assessed against the District as a result of the Vendor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this Agreement to so comply.

MISCELLANEOUS

- A. **Time and Delivery. Time and delivery are of the essence with regard to the performance of this Agreement.**
- B. Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.
- C. Debarment. Vendor, by accepting this Agreement, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contracts from receiving future District contracts.
- D. Cooperation with District Auditor and State Auditor. Vendor agrees to provide reasonable cooperation with any inquiry by either the District or the State Auditor relating to the performance of this Agreement. The District has the right to audit records of the Vendor relating to payment or performance under this Agreement, for one year after completion of this Agreement. Failure to cooperate may be cause for debarment from award of future contracts.

SECTION D: DEBARMENT AND SUSPENSION

**DEBARMENT AND SUSPENSION**

(Exhibit 3 of Agreement)

A school food authority is prohibited from contracting with a company or individual that has been debarred or suspended in accordance with 7 CFR Part 3017. This prohibition does not extend to agreements/contracts in existence at the time of the debarment/suspension or to most agreements/contracts under \$25,000. Rather, it applies to new agreements/contracts and extensions or renewals of existing agreements/contracts of \$25,000 or more and to agreements/contracts for audit services, regardless of amount. This prohibition does not apply to proposed debarments.

**DEBARMENT PROCEDURES:**

Upon receipt of information concerning the existence of a cause for debarment, the Food and Nutrition Service, U.S. Department of Agriculture, (FNS) must investigate and determine whether debarment is the appropriate course of action. If so, FNS issues a notice of proposed debarment to the company or individual, explaining the cause for the action and the procedures for opposing the proposed debarment.

A notice of proposed debarment does not excuse a company or individual from fulfilling existing agreements/contracts involving Federal nonprocurement programs. Furthermore, a company or individual may continue to enter into new agreements/contracts or extend or renew existing agreements/contracts involving Federal nonprocurement programs during this period of time.

Within 30 days after receipt of the notice of proposed debarment, the company or individual may submit information in opposition to the proposed debarment. Should FNS determine that debarment is appropriate, the company or individual is debarred for a period of time which reflects the seriousness of the cause, generally not to exceed 3 years.

During the period of debarment, the company or individual is excluded from any transactions involving Federal nonprocurement programs, including the extension or renewal of existing agreements/contracts. However, a debarred company or individual is not excused from fulfilling an agreement/contract that involves a Federal nonprocurement program and that is in existence at the time of the debarment. For example, a company or individual which is debarred by FNS and which is under agreement/contract to supply milk to a school food authority receiving funds under the National School Lunch Program may continue to do business under that agreement/contract, but no extension or renewal of that agreement/contract is permitted.

**COMPLIANCE AGREEMENT:**

The existence of a cause for debarment does not necessarily require that a company or individual be debarred, if FNS determines that the company or individual is currently conducting business in a responsible manner and does not pose a threat to the Child Nutrition Programs, the public

## SECTION D: DEBARMENT AND SUSPENSION

interest, and the Federal government. In such cases, FNS may consider an alternative course of action, such as a Compliance Agreement.

Under such an agreement, a company could be required to institute ethics education programs for its employees, report to FNS on its bidding practices, and even restructure management in order to prevent any future misconduct. Such an agreement would allow the company to continue to participate in transactions involving Federal nonprocurement programs, while providing the guarantees necessary to assure FNS that the Federal government and the public are protected.

SUSPENSION PROCEDURES:

FNS may consider a suspension action if FNS receives information concerning the existence or likelihood of a cause for debarment and if immediate action is necessary to protect the public interest. If suspension is deemed to be the appropriate course of action, FNS issues a notice of suspension to the company or individual explaining the cause for the action and the procedures for opposing the suspension.

A suspension immediately excludes the company or individual from transactions involving Federal nonprocurement programs pending completion of legal and/or debarment proceedings. A suspension may be opposed by the company or individual in essentially the same procedural manner as a proposed debarment and cannot extend beyond 18 months unless administrative or legal proceedings have been initiated within that period.

As with a debarment, the company or individual is not excused from fulfilling agreements/contracts involving Federal nonprocurement programs. And while the company or individual and a school food authority may continue to do business under an existing contract, the agreement/contract may neither be extended nor renewed, nor may the school food authority enter into a new agreement/contract with a suspended company or individual.

CERTIFICATION STATEMENT:

To ensure that a school food authority does not enter into an/a agreement/contract with a debarred or suspended company or individual, each school food authority must require that each responsive bidder include a certification statement with each bid on each agreement/contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.

A school food authority may rely upon the certification statement submitted by a bidder unless school food authority personnel know that the certification is in error. In such cases, the school food authority should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

SECTION E: INSTRUCTIONS FOR CERTIFICATION

**INSTRUCTIONS FOR CERTIFICATION**

**U. S. DEPARTMENT OF AGRICULTURE**

(Exhibit 4 of Agreement)

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

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

SECTION E: INSTRUCTIONS FOR CERTIFICATION

it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



SECTION E: INSTRUCTIONS FOR CERTIFICATION

U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION FORM

This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

- (1) 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.
- (2) 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.

DAIRY FRESH FARMS, INC BID NO. B02845  
 Organization Name PR/Award Number or Project Name

DEAN HEGGIE PRESIDENT  
 Names and Titles of Authorized Representatives

Dean Heggie MAY 8TH, 2018  
 Signature(s) Date

SECTION F: SPECIAL PROVISIONS

**SPECIAL PROVISIONS**

(Exhibit 5 of Agreement)

1-1 **SCOPE:**

It is the intent of this Bid Invitation to establish prices for Fluid Milk Products, Miscellaneous Dairy Products and Juice Products on an annual Agreement basis, all in accordance with bid documents including Information to Bidders, General Terms and Conditions, Special Provisions, Specifications, Bid Form/Bid Price Form and Addenda.

To be considered for award, bid response must include pricing for all products.

All increases or decreases are to be reported to the Seattle School District No. 1 (District) Nutrition Services Director by letter showing the dollar increase or decrease to be used in adjusting current prices.

Prices are firm for **90 days** after bid opening and thereafter will be subject to escalation, up or down, based upon cost changes in Class I and Class II milk and butterfat differential as determined by the Puget Sound Federal Milk Marketing Order or any Marketing Order established by authority of an agency of the State of Washington. The basis of all bids will be the published price effective April 1, 2018.

During the Agreement period, any price decline or cost reductions to supplier shall be reflected in a reduction of the Agreement price retroactive to supplier's effective date including the USDA Federal Milk Order 124. Should the supplier enter into pricing agreements with other customers providing greater benefits or pricing during the Agreement, supplier shall immediately amend the District's Agreement to provide similar pricing to the District if the contract with other customers offers similar usage quantities and similar conditions impacting pricing. The supplier must immediately notify the Nutrition Services Director of any such contract entered into by supplier.

1-2 **AGREEMENT PERIOD:**

The Agreement period will begin September 1, 2018 and end August 31, 2019 subject to renewal options shown below in Paragraph 1-3.

1-3 **EXTENSION:**

The successful bidder and the District agree that this bid or subsequent Agreement may, with the mutual approval of the bidder and the District, be extended under the same terms and conditions for a total period not to exceed two (2) additional one-year intervals.

SECTION F: SPECIAL PROVISIONS

The District shall notify the bidder of its intent to exercise the aforementioned option in writing at least 30 days prior to termination of the current Agreement period. Bidder must reply, in writing, within 15 days following receipt of extension notice.

1-4 BIDDER REPRESENTATIVE:

The successful bidder(s) shall appoint, by name, a company representative who shall be responsible for servicing all purchases covered by the Agreement resulting from the award of this bid. The appointed representative shall be responsible for, but not limited to, the following services: correct pricing, invoice and voucher procedures, shipping, and in general to provide functions as necessary to ensure that the account will be maintained in a condition which will expedite ordering, deliveries, and allow the District to promptly pay all invoices as due. Each bidder shall provide the telephone number of both inside and outside customer service representatives.

1-5 PRODUCT AVAILABILITY:

Bidders must accept responsibility for verification of product availability, production schedules, and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the District immediately if products specified are discontinued, replaced, or not available. Failure of the successful bidder to furnish the products awarded from this bid may eliminate the bidder from the active bid list.

The District also reserves the right to purchase said goods on the open market and charge to the vendor or deduct from any monies owed the vendor, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the vendor by certified mail (return receipt requested) and giving the supplier reasonable time to reply, but in no event longer than ten days from the mailing of the certified letter.

**Unauthorized item substitutions shipped to the District are subject to being returned at the supplier's expense.**

1-6 APPROVALS:

Products delivered are subject to the approval of the Nutrition Services department, and if rejected, are held at the vendor's risk including expenses incurred for return.

SECTION F: SPECIAL PROVISIONS

1-7 PRODUCT DELIVERIES:

**TIME OF DELIVERY IS A PART OF THE CONSIDERATION.  
DELIVERY DATES MUST BE MET AS SPECIFIED.**

Failure to meet deliveries for any cause other than strikes or a force majeure event may be due cause for forfeiture of the balance of the Agreement.

1-8 PRODUCT SUBSTITUTIONS:

Product substitutions are not permitted without prior approval of the Nutrition Services Director or his/her designee. In the event a substitute product is delivered, the supplier is required to replace the substitute with the correct Agreement product within 24 hours after notice of rejection. The replacement period may be extended at the District's discretion. Repeated product substitutions are considered a violation of the Agreement's terms and conditions and may result in the cancellation of the Agreement.

1-9 PRICES:

Prices are to be established on a per unit basis for each item listed on the Bid Price Form.

**Bid must be as specified and include any service, delivery, fuel or energy charge, minimum dollar or minimum quantity amounts.**

1-10 INVOICES:

The District Purchase Order number should appear on all packing lists, invoices, and any correspondence.

Invoices must be submitted in two copies, supported by a delivery ticket/receipt, and contain the following minimum information:

- purchase order number;
- item number, quantity, and description;
- unit and extended prices;
- product country of origin if produced outside the United States or its territories.

1-11 USAGE REPORTS:

As part of the Agreement, the successful supplier will provide to the Nutrition Services Director quarterly usage reports listed by "ship-to-addresses." Reports shall include the following:

- Product description
- Manufacturer's number

SECTION F: SPECIAL PROVISIONS

- Quantity
- Total product dollars
- Items purchased by month as well as year-to-date summaries by item

Additionally, the successful supplier shall have both computerized inventory and reporting capacity.

1-12 PAYMENTS:

The vendor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for goods delivered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the District when the amount due on such deliveries so warrants; or, when requested by the vendor. Payments for accepted partial deliveries shall only be made upon receipt of an accurate and adjusted invoice, or a certified receiving report. All accounts are paid by remittance via U. S. mail.

1-13 ESTIMATED QUANTITIES:

It is the intent of the District to place orders on a “**when**” and “**as needed**” basis.

The quantities shown on the Bid Price Form are estimated volumes only. These quantities are for use in determining bid award only and are not guaranteed purchase quantities. The actual order quantity of any item may vary from that shown on the bid specifications.

1-14 ADDITIONS TO THE AGREEMENT:

During the term of the Agreement, products that may not have been included on the initial bid may be included by mutual agreement of the successful bidder(s) and the District. The District shall notify the successful bidder of its intent to include new products under this Agreement.

1-15 DISTRICT RIGHTS:

The District reserves the right to cancel orders with due cause; i.e. late shipments, substituted items, etc., and may reorder at its discretion.

The District reserves the right to audit invoice costs.

**The District will select the successful vendor(s) based on the best interests of the District, all factors considered. The District reserves the right to reject any or all bids, waive informalities, and make the award in its best interest.**

**The District reserves the right to award for less than all of the products.**

SECTION F: SPECIAL PROVISIONS

**In addition, the District reserves the right to reject any vendor that is not willing to accept the District's General Terms and Conditions.**

1-16 VENDOR PERFORMANCE:

The successful vendor(s) shall respond to customer inquiries within one business day of receipt of inquiry.

The successful vendor(s) will deliver only those goods specified on the Agreement. No substitutions will be made without prior approval of the District.

Delivery dates must be met as specified.

1-17 WARRANTIES:

Products

The vendor warrants that all products, materials, and/or services provided under this Agreement shall be fit for the purposes for which intended, and shall conform to the requirements and specifications herein.

Prices

The vendor warrants that prices of products and services set forth herein do not exceed those charged by the vendor to any customer purchasing the same products and services under similar conditions and in like or similar quantities.

1-18 SPECIAL CONDITIONS

The District/State agency/Territory 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)

## Section H: Delivery Locations for School Year 2018-2019

### HIGH SCHOOLS

School Name	Kitchen Phone All (206)	Address (Seattle, WA)	Office Phone # All (206)
Ballard	252-1134	1418 NW 65 <sup>th</sup> ; 98117	252-1000
Cleveland	252-7847	5511 – 15 <sup>th</sup> Ave S.; 98108	252-7800
Franklin	252-6195	3013 S. Mt. Baker Blvd.; 98144	252-6150
Garfield	252-2313	400 – 23 <sup>rd</sup> Ave.; 98122	252-2270
Hale	252-3751	10750 – 30 <sup>th</sup> Ave. NE; 98125	252-3680
Ingraham	252-3966	1819 N. 135 <sup>th</sup> ; 98133	252-3880
Rainier Beach	252-6372	8815 Seward Park S.; 98118	252-6350
Roosevelt	252-4832	1410 NE 66 <sup>th</sup> ; 98115	252-4810
Sealth/Denny	252-8668	2600 SW Kenyon; 98126	252-8550
Seattle World School	252-2233	1700 E. Union St.; 98112	252-2200
West Seattle	252-8817	3000 California Ave. SW; 98116	252-8800

### MIDDLE SCHOOLS

School Name	Kitchen Phone All (206)	Address (Seattle, WA)	Office Phone # All (206)
Aki Kurose	252-7728	3928 S. Graham St.; 98118	252-7700
Eckstein	252-5047	3003 NE 75 <sup>th</sup> St.; 98115	252-5010
Hamilton	252-5835	1610 N. 41 <sup>st</sup> ; 98103	252-5810
Jane Addams MS	252-4479	11051-34 <sup>th</sup> Ave NE; 98125	252-4500
Madison	252-9217	3429-45 <sup>th</sup> Ave. SW; 98116	252-9200
McClure	252-1820	1915 First Ave. W.; 98119	252-1900
Meany	413-2138	301-21 <sup>st</sup> Ave. E; 98112	413-2100
Mercer	252-8025	1600 S. Columbian Way; 98108	252-8000
Robert Eagle Staff & Licton Springs	413-2324	1330 N 90 <sup>th</sup> St.; 98103	413-2300
Washington	252-2653	2101 S. Jackson; 98144	252-2600
Whitman	252-1227	9201-15 <sup>th</sup> Ave. NW; 98117	252-1200

### MISC. SITES

Site Name	Site phone #	Address (Seattle)	Office Phone #
Central Kitchen @ JSCEE	(206) 252-0689	2445 – 3 <sup>rd</sup> Ave. S.; 98134	(206) 252-0675

## Elementary School Sites

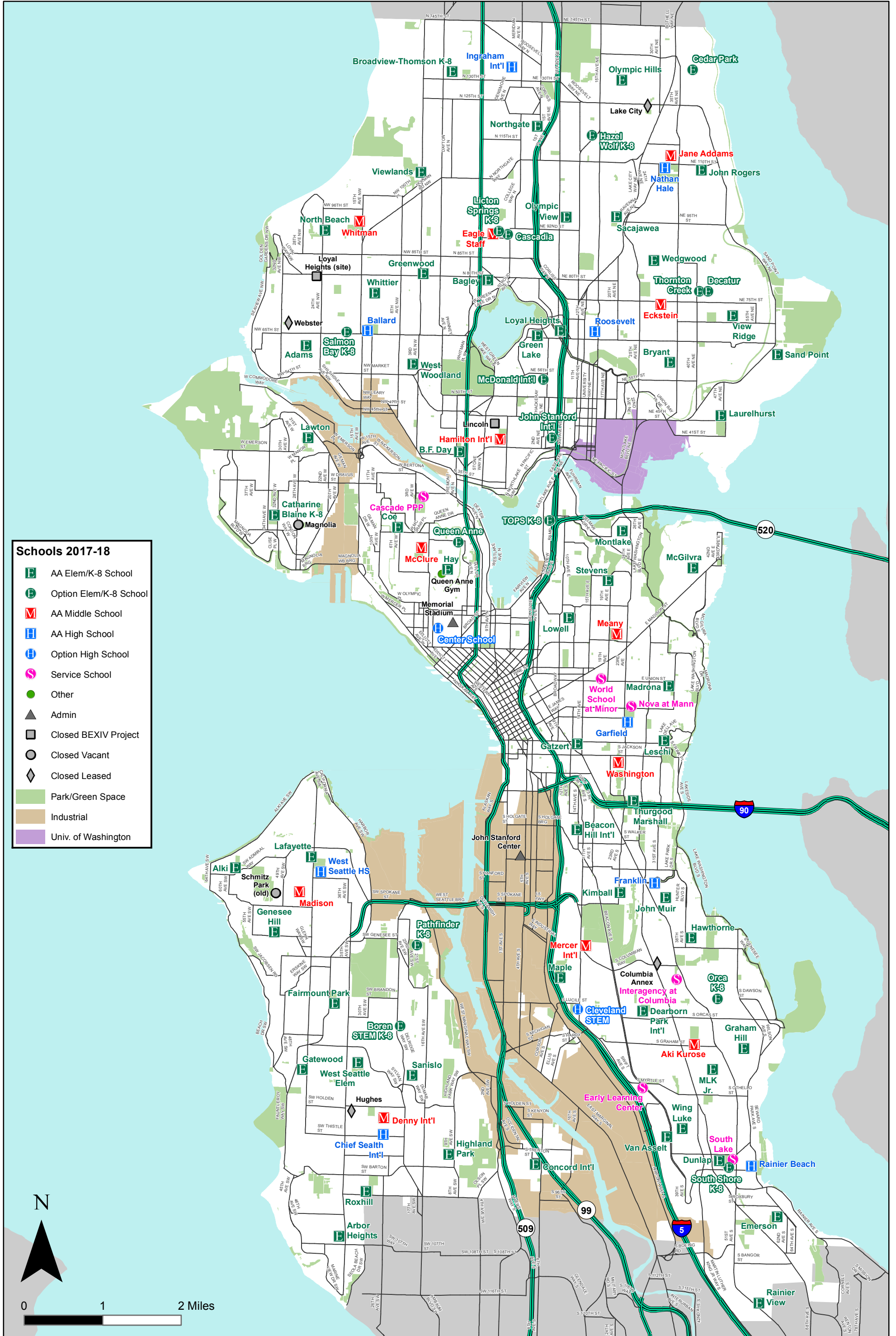
Site Name	Kitchen phone All (206)	Address (Seattle)	Office Phone # All (206)
Adams	252-1312	6110 28 <sup>th</sup> NW; 98107	252-1300
Alki	252-9058	3010 59 <sup>th</sup> Ave SW; 98116	252-9050
Arbor Heights	252-9256	3701 SW 104 <sup>th</sup> ; 98106	252-9250
Bagley	252-15119	7821 Stone Ave N; 98103	252-5110
Beacon Hill	252-2710	2025 14 <sup>th</sup> Ave S; 98144	252-2700
Blaine K-8	252-1963	2550 34 <sup>th</sup> Ave W; 98199	2521920
Broadview K-8	252-4114	13052 Greenwood Ave N; 98133	252-4080
Bryant	252-5208	3311 NE 60 <sup>th</sup> St; 98115	252-5200
Cascadia	413-2032	1700 N 90 <sup>th</sup> St; 98115	413-2000
Cedar Park	252-4310	13224 - 37 <sup>th</sup> Ave; 98125	252-4305
Coe	252-2033	2424 - 7 <sup>th</sup> Ave W; 98119	252-2000
Concord	252-8122	723 S Concord St; 98108	252-8100
Day	252-6020	3921 Linden Ave N; 98103	252-6010
Dearborn Park	252-6940	2820 S Orcas St; 98108	252-6930
Decatur	252-3238	7711 43 <sup>rd</sup> Ave NE; 98108	252-3230
Dunlap	252-7033	4525 S Cloverdale St; 98118	252-7000
E.C. Hughes	252-9585	7740-34 <sup>th</sup> Ave SW; 98126	252-0630
Emerson	252-7111	9709 60 <sup>th</sup> Ave S; 98118	252-7100
Fairmount Park	252-9311	3800 SW Findlay St; 98126	252-9300
Gatewood	252-9368	4320 SW Myrtle St; 98136	252-9400
Gatzert	252-2857	1301 E Yesler Way; 98122	252-2810
Genesee Hill	252-9708	5013 SW Dakota St; 98116	252-9700
Graham Hill	252-7164	5149 S Graham St; 98118	252-7140
Green Lake	252-5351	2400 N 65 <sup>th</sup> St; 98103	252-5320
Greenwood	252-1429	144 NW 80 <sup>th</sup> St; 98117	252-1400
Hawthorne	252-7228	4100 39 <sup>th</sup> Ave S; 98118	252-7210
Hay	252-2111	201 Garfield St.; 98109	252-2100
Hazel Wolf	252-4619	11530-12 <sup>th</sup> Ave NE; 98115	252-3580
Highland Park	252-8256	1012 SW Trenton St; 98106	252-8240
John Stanford	252-6089	4057 5 <sup>th</sup> Ave NE; 98105	252-6080
K-8 STEM	252-8460	5950 Delridge Way S; 98106	252-8450
Kimball	252-7287	3200-23 <sup>rd</sup> Ave So; 98144	252-7280
Lafayette	252-9510	2645 California Ave SW; 98116	252-9500



Elementary School Site Continued			
Site Name	Kitchen phone All (206)	Address (Seattle)	Office Phone # All (206)
Laurelhurst	252-5406	4530-46 <sup>th</sup> Ave NE; 98105	252-5400
Lawton	252-2141	4000 - 27 <sup>th</sup> Ave W; 98199	252-2130
Leschi	252-2950	135 – 32 <sup>nd</sup> Ave; 98122	252-2950
Licton Springs	252-5945	1330 N 90 <sup>th</sup> St; 98103	252-6000
Lowell	252-3028	1058 E Mercer St; 98102	252-3020
Loyal Heights	252-3589	7735 25 <sup>th</sup> Av NW; 98117	252-1500
Martin Luther King	252-6779	6725 45 <sup>th</sup> Ave S; 98118	252-6770
Madrona	252-3122	1121 33 <sup>rd</sup> Ave; 98122	252-3100
Maple	252-8321	4925 Corson Ave S; 98108	252-8310
McDonald	252-2911	144 NE 54 <sup>th</sup> St; 98103	252-2900
McGilvra	252-3172	1617 - 38 <sup>th</sup> Ave E; 98122	252-3160
Montlake	252-3322	2409 – 22 <sup>nd</sup> Ave E; 98122	252-3300
Muir	252-7413	3301 S Horton St; 98144	252-7400
North Beach	252-1518	9018 24 <sup>th</sup> Ave NW; 98117	252-1510
Northgate	252-4189	11725 1 <sup>st</sup> Ave NE; 98125	252-4180
Olympic Hills	413-2229	13018 20 <sup>th</sup> Ave NE; 98125	413-2200
Olympic View	252-5513	504 NE 95 <sup>th</sup> St; 98115	252-5500
ORCA	252-6908	5215 - 46 <sup>th</sup> Ave S; 98118	252-6900
Pathfinder	252-9740	1901 SW Genesee St; 98106	252-9710
Queen Anne	252-2489	520 NE Ravenna Blvd.; 98115	252-4701
Rainier View	252-6719	11650 Beacon Ave S; 98178	252-6700
Rogers	252-4329	4030 NE 109 <sup>th</sup> St; 98125	252-4320
Sacajawea	252-5558	9501 20 <sup>th</sup> Ave NE; 98115	252-5550
Salmon Bay	252-1734	1810 NW 65 <sup>th</sup> St; 98117	252-1720
Sand Point	252-4651	6208 - 60 <sup>th</sup> Ave NE; 98115	252-4640
Sanislo	252-8405	1812 SW Myrtle St; 98106	252-8380
South Shore K-8	252-7608	4800 S Henderson St; 98118	252-7600
Stevens	252-3413	1242- 18 <sup>th</sup> Ave E; 98112	252-3400
Thornton Creek	252-5308	7712 - 40 <sup>th</sup> Ave NE; 98116	252-5300
Thurgood Marshall	252-2741	2401 S Irving St; 98144	252-2800
TOPS K-8	252-3523	2500 Franklin Ave E; 98102	252-3510
Van Asselt	252-7508	8311 Beacon Ave; 98118	252-7500
View Ridge	252-5609	7047 – 50 <sup>th</sup> Ave NE; 98115	252-5600

Elementary School Site Continued			
Site Name	Kitchen phone All (206)	Address (Seattle)	Office Phone # All (206)
Viewlands	252-4440	10525 3 <sup>rd</sup> Ave NW; 98117	252-4400
West Seattle Elem	252-9460	6760 34 <sup>th</sup> Ave SW; 98126	252-9450
Wedgwood	252-5681	2720 NE 85 <sup>th</sup> St; 98115	252-5670
West Woodland	252-1584	5601 – 4 <sup>th</sup> Ave NW; 98107	252-1650
Whittier	252-1584	1320 NW 75 <sup>th</sup> St; 98117	252-1650
Wing Luke @ OVA	252-7672	7201 Beacon Ave S; 98118	252-7630

# 2017-18



The names on this map are not intended to reflect the official name of any school building. They are instead intended to ensure better public understanding based upon familiar reference, particularly in situations where program and school building names differ. This information has been compiled by SPS staff from a variety of sources and is subject to change without notice. SPS makes no representations or warranties, expressed or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. SPS shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited. MapFile: SPSDistrictMap2017\_ALL\_schools

## Section J: Seattle Public Schools 2018-2019 Breakfast and Lunch Schedule

High Schools	Kitchen Mgr. Start Time	Breakfast	Breakfast	Lunch	Lunch	Lunch	Lunch
Ballard	7:00 AM	8:20-8:40	10:35-10:45	11:45-12:15	12:45-1:15		
Cleveland	5:00 AM	8:15-9:00		11:39-12:00	12:03-12:27		
Franklin	7:15 AM	8:25-8:50	10:40-11:00	12:05-12:35	1:05-1:50		
Garfield	6:30 AM	8:20-8:50		11:25-11:35	12:25-1:00	Wednesday 10:15-10:50	Thursday 11:40-12:15
Hale	6:45 AM	8:15-8:45		Mon/Fri. 12:45-1:15	Tues/Thurs. 1:00-1:30	Wed. 12:20-12:50	
Ingraham	7:15 AM	8:25-8:55	10:55-11:10	1:15-1:45			
NOVA	7:00 AM	8:00-10:00		11:40-12:15	12:15-12:30		
Rainier Beach	6:30 AM	8:20-8:50		11:35-12:05	12:30-1:00		
Roosevelt	7:15 AM	8:20-8:45		12:00-12:30	1:00-1:30		
Sealth	5:30 AM	8:15-8:55	Spec. Ed. 9:00	Mon/Tues 11:01-11:33 12:04-12:36	Thurs/Fri 10:41-11:11 12:32-1:02	Wednesday 11:27-11:57 12:18-12:48	
Seattle World School	7:00 AM	8:25-9:00		12:15-12:45	1:15-1:45	Wednesday 11:30-12:00	Wednesday 12:20-12:50
West Seattle	7:00 AM	8:10 – 8:50		Mon./Fri. 11:55-1:25	Tue./Thur. 11:25-12:55	Wednesday 11:15-12:45	

## Section J: Seattle Public Schools 2018-2019 Breakfast and Lunch Schedule

Middle Schools	Kitchen Mgr. Start Time	Breakfast	Breakfast	Lunch	Lunch	Lunch	Lunch
Aki Kurose	6:00 AM	8:20-8:50		10:43-11:13	11:37-12:07	12:31-1:01	
Denny	5:00 AM	7:00-8:00		10:33-11:09	11:27-12:03	12:21-12:57	
Eckstein	7:00 AM	8:30-9:00		11:15-11:45	12:15-12:45		
Hamilton	7:00 AM	8:15-8:55		11:47-12:17	12:17-12:47	12:47-1:17	
Jane Addams MS	6:30 AM	8:25-8:45		11:27-11:57	12:24-12:54		
Madison	7:00 AM	8:25-8:55		11:25-11:55	11:55-12:25	12:25-12:55	
McClure	7:00 AM	8:35-8:55		12:05-12:35	12:35-1:05	1:05-1:35	Wednesday 11:25-12:25
Meany	7:00 AM	8:25-8:50		11:15-11:45	12:15-12:45		
Mercer	6:30 AM	8:15-8:50		11:35-12:05	12:30-1:00	1:25-1:55	
Robert Eagle Staff	7:00 AM	8:45-9:00		12:00-12:30	12:30-1:00	1:04-1:37	Wednesday 11:00-12:48
Washington	6:30 AM	8:20-8:50		11:15-11:50	11:45-12:15	12:15-12:45	Wednesday 11:20-12:50
Whitman	7:00 AM	8:30-9:50		11:17-11:47	12:16-12:46	Wednesday 11:25-11:55	Wednesday 12:16-12:46

## Section J: Seattle Public Schools 2018-2019 Breakfast and Lunch Schedule

Elementary Schools	Kitchen Mgr. Start Time	Breakfast	Breakfast	Lunch	Lunch	Lunch	Lunch
Adams	8:00 AM	8:35-8:50		11:10-11:35	11:40-12:00	12:05-12:25	12:30-12:50
Alki	7:00 AM	7:35-7:50		11:15-11:35	11:45-12:05	12:15-12:35	
Arbor Heights	7:00 AM	7:20-7:50		10:35-10:55	11:05 – 11:25	11:35-11:55	
Bagley	7:00 AM	7:10-7:55		11:00 – 11:20	11:25-11:45	11:50-12:10	12:15-12:45
Beacon Hill	6:30 AM	7:35-7:55		10:45-11:05	11:15-11:35	11:40-12:00	
Blaine K-8	7:55 AM	8:25-9:55		11:15- PK/Tiny Tots	11:25-11:40	11:55-12:10	12:10-12:40
Broadview K-8	6:00 AM	7:30-8:00	9:00-p/u Head start	10:55-11:20	11:25-11:50	11:55-12:05	
Bryant	6:30 AM	7:35-7:55		11:00 – 11:20	11:25-11:45	11:50-12:10	12:15-12:35
Cascadia	7:00 AM	7:40-7:55		10:55-11:20	11:25-11:55		
Cedar Park	7:15 AM	7:40-7:55	9:00 PK	10:55 PK	11:15-11:45		
Coe	7:15 AM	7:40-7:50		10:45-11:05	11:05-11:35	11:35-11:50	11:50-12:15
Concord	6:00 AM	8:30-9:00		11:55-12:25	12:35-12:55	1:00 – 1:20	
Day	6:45 AM	7:35-7:55		10:50 Head Start	11:05-11:15	11:15-12:05	12:05-12:20
Dearborn Park	6:30 AM	7:30-7:50		11:15-11:30	11:35-12:00	12:00-?	
Decatur	7:45 AM	8:30-8:50		12:00-12:20	12:25-12:45		
Dunlap	6:00 AM	7:40-7:55		10:30-11:00	11:00-11:30	12:00 Head start	1:00 Head start
Emerson	6:30 AM	7:20-7:50		10:20-12:15			
Fairmount Park	7:10 AM	7:40-7:55		10:40-11:00	11:00-11:20	11:40-12:00	
Gatewood	7:00 AM	7:30-?		11:15-11:35	11:40-12:00	12:05-12:25	

## Section J: Seattle Public Schools 2018-2019 Breakfast and Lunch Schedule

Elementary Schools Continued	Kitchen Mgr. Start Time	Breakfast	Breakfast	Lunch	Lunch	Lunch	Lunch
Gatzert	6:00 AM	7:30-7:55		11:05-11:45	11:45-12:15	12:15-12:45	
Genesee Hill	7:00 AM	7:30-7:55		11:00-11:25	11:25-11:45	11:45-12:05	
Graham Hill	6:30 AM	7:35-7:55		10:45-11:05	11:10-11:35	11:35-11:55	
Green Lake	7:15 AM	7:30-7:50		10:45-11:05	11:05-11:30	11:30-11:50	
Greenwood	7:00 AM	7:30-7:50		11:00-11:25	11:30-11:55	12:00-12:25	
Hawthorne	7:00 AM	7:35-7:55		10:30-11:00	11:00-11:30	11:30-12:00	12:00-12:30
Hay	7:00 AM	7:30-7:55		11:35-11:55	12:00-12:20	12:25-12:45	
Hazel Wolf	7:15 AM	8:30-8:55		11:55-12:15	12:15-12:55	12:55-1:20	
Highland Park	6:00 AM	7:30-7:50		11:10-11:40	11:50-12:20	12:20-12:45	
E.C. Hughes	6:00 AM	7:30-8:10	8:45 Head Start	10:40-11:15	11:15-11:45	11:50-12:15	
John Stanford Int'l	7:00 AM	7:30-7:55		11:30-11:50	12:00-12:20		
K-8 STEM	7:30 AM	8:30-8:55		11:20-12:00	11:45-12:20	12:00-12:40	
Kimball	7:00 AM	7:35-7:55		11:00-11:20	11:20-11:40		
Lafayette	7:00 AM	7:30-7:55		11:05-11:30	11:40-12:05	12:10-12:35	
Laurelhurst	7:15 AM	7:40-7:55		10:40-11:00	11:00-11:20	11:20-11:40	
Lawton	6:50 AM	7:30-7:50		10:55-11:15	11:20-11:40	11:45-12:05	Wednesday early release 10:20-11:30
Leschi	6:30 AM	7:35-7:55		11:20-11:45	11:50-12:12	12:20-12:45	
Licton Springs K-8 & Robert Eagle Staff	7:00 AM	8:45-9:00		12:00-12:30	12:30-1:00	1:04-1:37	Wednesday Early Release 11:00-12:48
Lowell	8:00 AM	8:30-8:55	8:55-9:30 Grab 'n Go	11:25-11:55	12:05-12:35	12:40-1:10	
Loyal Heights	8:00 AM	8:35-8:50		11:10-11:30	11:45-12:05	12:10-12:30	

## Section J: Seattle Public Schools 2018-2019 Breakfast and Lunch Schedule

Elementary Schools Continued	Kitchen Mgr. Start Time	Breakfast	Breakfast	Lunch	Lunch	Lunch	Lunch
Martin Luther King	6:00 AM	7:15-7:55	8:15 Head Start	10:30-11:00	11:05-11:25	11:15 Head Start	12:35 Agency Pick Up
Madrona	7:00 AM	7:30-7:50		10:25-11:00	10:35-10:55	11:15-11:35	11:40-12:00
Maple	6:15 AM	7:30-7:50		10:40-11:05	11:05-11:25	11:10-11:30	
McDonald	6:50 AM	7:30-7:50		10:15-10:40	10:45-11:05	11:10-11:40	11:45-12:15
McGilvra	7:05 AM	7:40-8:00		11:15-11:50	11:55-12:15		
Montlake	7:00 AM	7:30-8:00		11:15-11:30	11:40-11:55	12:00-12:30	
Muir	7:00 AM	7:40-7:55		11:00-11:25	11:30-11:55	11:55-12:20	
North Beach	7:00 AM	7:40-7:55		11:05-11:45	11:25-12:05		
Northgate	6:00 AM	7:25-7:55	8:45 Head Start	10:30-11:05	11:10-11:45	11:40-Head Start	
Olympic Hills	6:00 AM	7:30-7:50	8:15-8:50 Head Start	10:30-11:15	11:05-11:45	11:00-11:30 Head Start	11:15 Agency P/U
Olympic View	6:45 AM	7:40-7:55		10:40-11:05	11:05-11:30	11:30-11:55	
ORCA K-8	8:00 AM	8:25-8:55		11:05-11:35	11:45-12:30	12:15-1:00	
Pathfinder	7:00 AM	8:35-8:50		11:05-11:25	11:35-11:55	12:15-12:30	12:30-12:50
Queen Anne	7:00 AM	7:30-7:50		10:20-10:40	10:45-11:05	11:15-11:35	
Rainier View	6:30 AM	7:30-7:50		11:20-11:40	11:50-12:10	12:10-12:25	
Rogers	6:30 AM	7:30-7:55		10:55-11:20	11:25-11:50	11:55-12:20	
Sacajawea	7:10 AM	7:40-7:55		11:00-11:20	11:30-11:50		
Salmon Bay	7:55 AM	8:30-8:50		11:10-11:35	11:40-12:05	12:10-12:40	
Sand Point	6:50 AM	7:25-7:55		11:00-11:20	11:25-11:45		
Sanislo	6:45 AM	7:35-8:10	8:10 Agency P/U	11:00-11:20	11:20-12:35		
South Shore	6:30 AM	7:35-8:05		10:37-10:45	10:45-11:00	11:00-11:15	12:05-12:20 Head Start



## Section J: Seattle Public Schools 2018-2019 Breakfast and Lunch Schedule

Elementary Schools Continued	Kitchen Mgr. Start Time	Breakfast	Breakfast	Lunch	Lunch	Lunch	Lunch
Stevens	6:30 AM	7:30-7:55		10:35-12:05			
Thornton Creek	7:15 AM	7:30-7:55	7:45 PK	11:00-11:20	11:30-12:00	10:30 PK	
Thurgood Marshall	7:30 AM	8:40-8:55		11:55-12:20	12:25-12:45	12:50-1:10	
TOPS	7:40 AM	8:20-8:40		11:30-12:05	12:00-12:30	12:25-12:55	Wednesday 10:55-12:00
Van Asselt	6:00 AM	7:30-7:50		10:15-10:50	10:50-11:20	11:20-11:30	
View Ridge	7:00 AM	7:35-7:55		10:20-10:40	10:50-11:10		
Viewlands	6:30 AM	7:40-7:55		10:30-10:50	10:50-11:00	11:10-11:25	
Wedgwood	7:00 AM	7:40-7:55		11:00-11:20	11:25-11:45	11:50-12:10	
West Seattle Elem.	6:00 AM	7:30-7:50		10:30-12:20			
West Woodland	7:00 AM	7:30-7:55		10:15-10:40	10:30-10:55	11:00-11:25	11:30-11:55
Whittier	7:00 AM	7:35-10:55		10:30-10:50	10:50-11:10	11:10-11:30	11:30-11:50
Wing Luke @ OVA	6:00 AM	7:25 - ?		11:00-11:10	11:30-11:50	12:00-12:30	

SECTION G: SPECIFICATIONS

**SPECIFICATIONS**

(Exhibit 6 of Agreement)

1-1 **AWARD:**

**To be considered for award, bid response must include all items.**

Upon receipt of notification from Seattle School District No. 1 (District) that it is the low responsive bidder, the successful bidder must duly execute the Agreement and deliver it back to the District together with the required Certificates of Insurance within seven days from the date of notice of award.

1-2 **SUBCONTRACTORS:**

It is understood by and between the contracting parties that the bidder may furnish commodities by means of subcontractors, but the Seattle School District No. 1 (District) reserves the rights and remedies against the prime supplier for any breach occurring as a result of said subcontractors' performances. The successful supplier(s) will advise the District in writing the names of all subcontractors. This information is to be supplied as soon as possible after award.

1-3 **PRICE ESCALATION:**

This bid will be subject to escalation, up or down, based upon cost changes in Class I and Class II milk and butterfat differential as determined by the Puget Sound Federal Milk Marketing Order or any Marketing Order established by authority of an agency of the State of Washington. The basis of all bids will be the published price effective April 1, 2018. Bidders are to indicate in their bid that price on which their bid is based. 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 by the Puget Sound Federal Milk Marketing Order or the State Marketing Order. Price changes will be made on the basis of each \$0.01 per cwt increase or decrease of the local market price. For example, each \$0.01 per cwt increase or decrease of the price of half pint cartons of milk will change up or down \$0.00006 per carton. For each \$0.01 per pound of butterfat, increase or decrease the price of ½ pint of 2 percent milk or whole milk will change .001 per ½ pint. Changes must be certified by a copy of the Puget Sound Federal Marketing Order price announcement or the State order price announcement.

1-4 **DELIVERY/PICK UP:**

The following Section H, Product Delivery Locations for 2018-2019 list indicates school and office buildings to which fluid milk products, miscellaneous dairy products and juice products will be delivered.

## SECTION G: SPECIFICATIONS

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

All fluid milk products, miscellaneous dairy products and juice products will be delivered to school locations every other day at a time mutually agreed upon between Nutrition Services and the successful bidder(s). Kitchen Managers will work with the delivery drivers to determine where the products should be left at each individual school location. The drivers shall rotate the stock in the cooler to ensure that the oldest product is moved to the front to be used first.

The Central Kitchen requires daily deliveries. Delivery timelines will vary depending on the start and on the end times of the school or Central Kitchen. Delivery times may be requested as early 5:00 a.m. and as late as 2:00 p.m. An alternate delivery schedule may be arranged if a school has adequate refrigeration. No deliveries will be made during the lunch service period. See Section J for the 2018-2019 Meal Serving Time Schedule.

The successful supplier(s) will work with the District to make arrangements for delivery of fluid milk products, miscellaneous dairy product and juice products on the first day of school following summer vacation, winter break, or any vacation period of a five day duration, with the goal of having fresh products available in all schools by the start of breakfast service. Because of limited storage facilities, delivery schedule must be consistent to assure that products are available for each serving period as required.

The successful supplier will respond to requests for emergency deliveries due to equipment or power failures to the best of their ability.

The successful supplier(s) shall pick up and/or give credit for all half pints of milk remaining at school at the start of winter break, summer break and when school is suspended if milk is outdated by the next scheduled delivery.

The Vendor shall maintain compliance with all City ordinances, including those pertaining to noise. With the exception of the John Stanford Center for Educational Excellence (JSCEE), and Memorial Stadium, all District sites are located in a residential zone with noise restrictions after 11:00 p.m. or before 7:00 a.m.

The Vendor must drive no more than five (5) miles per hour while on school property. If the Vendor must drive over a playground when children are present, they must find a custodian to precede the truck on foot to ensure the safety of students.

Any incident caused by Vendor negligence which causes damage to the District property will be immediately reported to a designated District representative and to the Vendor's Project Manager. The District will immediately repair damage which impacts school safety or operational functioning and will provide a detailed invoice to the Vendor for reimbursement of costs associated with repairs. The Vendor's Project Manager will

SECTION G: SPECIFICATIONS

serve as the liaison between the Vendor's Insurance representative and the District when necessary.

1-5 HEALTH/SANITATION:

All dairy and juice products must be produced, handled and transported in a sanitary manner and in compliance with all state and local health department requirements.

Each dairy supplier delivering to the District during the school year must be approved by their county Health Department.

Should any additional Federal regulations be imposed affecting the delivery of milk, the contract shall be amended to conform to such regulations.

1-6 PRODUCT SPECIFICATIONS:

The descriptions of Fluid Milk Products, Miscellaneous Dairy Products and Juice Products listed below contain nutritional, ingredient and packaging specifications for each product that is being sought for bid. The District is requesting, for informational purposes only, that each vendor provide their product package size for each item indicated on the Bid Price Form.

**FLUID MILK PRODUCTS:**

**1. Milk, Nonfat, Chocolate, 8 oz.**

In rigid paper container/carton of gables or tetrahedral type. Contains less than or equal to 22 grams of added sugar per serving. No high fructose corn syrup or artificial sweeteners. Packed 50/case.

**2. Milk, Low Fat 1%, Unflavored, 8 oz.**

In rigid paper container/carton of gables or tetrahedral type. Packed 50/case.

**3. Milk, Nonfat, Unflavored, 8 oz.**

In rigid paper container/carton of gables or tetrahedral type. Packed 50/case.

**4. Milk, Lactose Free Low Fat 1%, Unflavored, 8 oz.**

In rigid paper container/carton of gables or tetrahedral type. Packed 12/case.

**MISCELLANEOUS DAIRY PRODUCTS:**

**5. Yogurt, Low fat 1%, 8 oz.**

Grade "A" pasteurized. Gluten and gelatin free. No high fructose corn syrup or artificial sweeteners. Assorted flavors desired. Prefer dye free colorings. Packed 12 or less/case.

SECTION G: SPECIFICATIONS

**6. Yogurt, Low fat 1%, 4 oz.**

Grade "A" pasteurized. Gluten and gelatin free. No high fructose corn syrup or artificial sweeteners. Assorted flavors desired. Prefer dye free colorings. Packed 48 or less/case.

**7. Yogurt, Low fat 1%, Quart (Vanilla)**

Grade "A" pasteurized. Gluten and gelatin free. No high fructose corn syrup or artificial sweeteners. Prefer dye free colorings. Preferred packed 6/case.

**8. Cream Cheese, 1 oz. Plain**

Packed in an individual serving cup or pouch. Reduced fat variety preferred. Packed 100 or less/case.

**JUICE PRODUCTS :**

**9. Juice, Orange, 100% Pure, 4 oz.**

Frozen or liquid. Packed in an individual container. Packed 96 or less/case.

**10. Juice, Apple, 100% Pure, 4 oz.**

Frozen or liquid. Packed in an individual container. Packed 96 or less/case.

**An Ingredient and Nutrition Fact Statement must be provided for each item that is being bid to verify that specifications are being met.**

1-7 **TERM:**

Due to the number of summer programs, which may be administered by the District, the term of the Agreement will be understood to be the period of September 1 through August 31 of the given fiscal year.

1-8 **QUANTITY:**

The Bid Price Form lists the items expected to be purchased, showing the estimated quantity purchased during the current school year. The estimated quantities are for the information of bidders only and shall not obligate the District to purchase such quantities nor relieve the successful supplier of its obligation to fill all orders which may be placed under the Agreement.

1-9 **NONPERFORMANCE:**

Contract award shall in no way limit the right of the District to obtain other quotes or bids in the event of unsatisfactory performance and to award contracts to other suppliers deemed to be in the best interest of the District.

SECTION L: FLUID MILK, MISCELLANEOUS DAIRY AND JUICE PRODUCTS BID FORM

#1  
5/8/18  
JZ  
5/8/18

Bid No. B02845  
Fluid Milk Products, Miscellaneous Dairy Products and Juice Products

BID FORM

(Exhibit 7 of Agreement)

1. The undersigned agrees to furnish Fluid Milk Products, Miscellaneous Dairy Products and Juice Products to the Seattle School District No. 1 (District) in compliance with this Invitation to Bid No. B02845; Fluid Milk Products, Miscellaneous Dairy Products and Juice Products, Information to Bidders, General Terms and Conditions, Special Provisions, Specifications, Bid Form/Bid Price Form and Addenda. Products will be supplied at the prices shown adjacent to the descriptions on the attached Bid Price Form.
2. All deliveries will be FOB, Point of Delivery, Seattle, Washington.
3. Assigned company representative, as required in Section F, Special Provisions, 1-4. BIDDER REPRESENTATIVE

Company Name DAIRY FRESH FARMS, INC.

Contact Name DEAN HEGGIE

Telephone 360 357 9411 Fax 360 352 7269

Email DEAN@DAIRYFRESHFARMS.COM

Inside Contact Person DEAN HEGGIE Phone 360 357 9411


Outside Contact Person DAVE BOND Phone 360 239 0437

4. Each Agreement will be evaluated on a regular basis to determine if the vendor performance is meeting the District's requirements and expectations as noted in Section F, Special Provisions, 1-16, VENDOR PERFORMANCE.
5. The undersigned agrees to make prompt delivery within the time frame specified in Section G, Specifications, 1-4, DELIVERY/PICK UP.
6. Prices are firm for **90 days** after bid opening and thereafter will be subject to escalation up or down, based upon cost changes in Class I and Class II milk and butterfat differential as determined by the Puget Sound Federal Milk Marketing Order or any Marketing Order established by authority of an agency of the State of Washington. The basis of all bids will be the published price effective April 1, 2018.
7. The District's standard payment cycle is 30 days. Payment will be made within that standard unless early pay discounts are offered.

- 8. The successful bidder will execute and return the executed Agreement and furnish the required Certificate(s) of Insurance within seven days after receipt of contract award notification.
- 9. In order to qualify for consideration, the bid form must be signed, and each addendum must be individually acknowledged by number. Only the amounts and information asked for on the furnished Bid Price Form will be considered as the bid. All blank spaces must be filled in.
- 10. Vendor certifies that his/her company complies with the Buy American provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food is from U.S. produced products. If the bidder is unable to certify compliance with the Buy American Provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

**NOTE:** Signature indicates agreement with the General Terms and Conditions and other stipulations contained in the bid documents. Any changes made to the Terms and Conditions may cause the bid to be disqualified.

Firm DAIRY FRESH FARMS, INC

Signature 

Printed Name DEAN HEGGIE

Title PRESIDENT

Address 9636 BLONBERG ST SW

City/State/Zip OLYMPIA, WA 98512

Telephone 360 357 9411 Fax 360 352 7269

Email Address DEAN@DAIRYFRESHFARMS.COM

Federal Tax Identification No. 91 112 1590

Bidder acknowledges receipt, understanding and full consideration of Addenda Nos.: 1  
 (list each addendum separately by number)

**B02845: FLUID MILK PRODUCTS, MISCELLANEOUS DAIRY PRODUCTS AND JUICE PRODUCTS****BID PRICE FORM**Vendor Name: DAIRY FRESH FARMS, INC

Bid must be as specified and include any service, delivery, fuel or energy charge, minimum dollar or minimum quantity amounts.

Only the amounts and information asked for on this Bid Price Form will be considered as the bid. All blank spaces must be filled in.

Please provide your package size for informational purposes. Preferred package sizes are given in **SECTION G: SPECIFICATIONS, 1-6 PRODUCT SPECIFICATIONS.**

For the complete product description of each item, please see **SECTION G: SPECIFICATIONS, 1-6 PRODUCT SPECIFICATIONS:**

Description	Unit	Quantity	Unit Price	Total Annual Cost
<b>FLUID MILK PRODUCTS</b>				
<b>1. Milk, Nonfat, Chocolate, 8 oz.</b> (Package Size for Informational Purposes <u>8 oz</u> ) PACKED 50/CASE	each	2,000,000 X	\$ <u>0.1989</u> =	\$ <u>397,800.00</u> (a)
<b>2. Milk, Low Fat 1%, Unflavored, 8 oz.</b> (Package Size for Informational Purposes <u>8 oz</u> ) PACKED 50/CASE	each	1,300,000 X	\$ <u>0.1897</u> =	\$ <u>246,610.00</u> (b)
<b>3. Milk, Nonfat, Unflavored, 8 oz.</b> (Package Size for Informational Purposes <u>8 oz</u> ) PACKED 50/CASE	each	130,000 X	\$ <u>0.1814</u> =	\$ <u>23,582.00</u> (c)
<b>4. Milk, Lactose Free Low Fat 1%, Unflavored, 8 oz.</b> (Package Size for Informational Purposes <u>8 oz</u> ) PACKED 12/CASE	each	7,000 X	\$ <u>0.56</u> =	\$ <u>3,920.00</u> (d)



**B02845: FLUID MILK PRODUCTS, MISCELLANEOUS DAIRY PRODUCTS AND JUICE PRODUCTS****BID PRICE FORM**

<b>FLUID MILK ANNUAL COST SUBTOTAL:</b> (Sum of a thru d)		<u>\$ 671,912.<sup>00</sup></u> (1)	
<b>MISCELLANEOUS DAIRY PRODUCTS</b>			
<b>5. Yogurt, Low fat 1%, 8 oz.</b>  (Package Size for Informational Purposes <u>8oz</u> ) <i>PACKED 24/CASE</i>	each	90,000 X	\$ <u>0.71</u> = \$ <u>63,900.<sup>00</sup></u> (e)
<b>6. Yogurt, Low fat 1%, 4 oz.</b>  (Package Size for Informational Purposes <u>4oz</u> ) <i>PACKED 42/CASE</i>	each	40,000 X	\$ <u>0.335</u> = \$ <u>13,400.<sup>00</sup></u> (f)
<b>7. Yogurt, Low fat 1%, Quart (Vanilla)</b>  (Package Size for Informational Purposes <u>32oz</u> ) <i>PACKED 6/CASE</i>	each	8,000 X	\$ <u>2.32</u> = \$ <u>18,560.<sup>00</sup></u> (g)
<b>8. Cream Cheese, 1 oz Plain</b>  (Package Size for Informational Purposes <u>1oz</u> ) <i>PACKED 100/cs</i>	each	30,000 X	\$ <u>0.23</u> = \$ <u>6,900.<sup>00</sup></u> (h)
<b>MISCELLANEOUS DAIRY ANNUAL COST SUBTOTAL:</b> (Sum of e thru h)		<u>\$ 102,760.<sup>00</sup></u> (2)	
<b>JUICE PRODUCTS</b>			
<b>9. Juice, Orange, 100% Pure, 4 oz.</b>  (Package Size for Informational Purposes <u>4oz</u> ) <i>PACKED 96/CASE</i>	each	850,000 X	\$ <u>0.175</u> = \$ <u>148,750.<sup>00</sup></u> (i)
<b>10. Juice, Apple, 100% Pure, 4 oz.</b>  (Package Size for Informational Purposes <u>4oz</u> ) <i>PACKED 96/CASE</i>	each	300,000 X	\$ <u>0.155</u> = \$ <u>46,500.<sup>00</sup></u> (j)

**B02845: FLUID MILK PRODUCTS, MISCELLANEOUS DAIRY PRODUCTS AND JUICE PRODUCTS**

**BID PRICE FORM**

<b>JUICE ANNUAL COST SUBTOTAL:</b> (Sum of I thru j)				\$ <u>195,250.00</u> (3)
<b>TOTAL ANNUAL COST:</b> (Sum of 1 + 2 + 3)				\$ <u>969,922.00</u>

**\*\*PLEASE NOTE:** An Ingredient and Nutrition Fact Statement must be provided for each item bid. \*\*

**The District reserves the right to award for less than all of the products.**

DAIRY FRESH FARMS  
 BID B02845

# School Milk 2017-2018



Product	340021 Homol	340044 2% RF	340057 1pc LF	340076 FF	340103 1pc choc	340950 Choc FF	341128 1pc LF CA	340649 Strw FF
Serving Size	1 Carton (236 ml)	1 Carton (236 ml)	1 Carton (236 ml)	1 Carton (236 ml)	1 Carton (236 ml)	1 Carton (236 ml)	1 Carton (236 ml)	1 Carton (236 ml)
Servings Per Container	1	1	1	1	1	1	1	1
Calories	150	130	110	90	160	130	130	150
Calories From Fat	70	45	20	0	25	0	20	0
Total Fat	8g	5g	8%	2.5g	4%	0g	2.5g	4%
Saturated Fat	5g	3g	15%	1.5g	8%	0g	1.5g	6%
Trans Fat	0g	0g	0g	0g	0g	0g	0g	0g
Cholesterol	35mg	20mg	7%	15mg	5%	5mg	15mg	5%
Sodium	125mg	125mg	5%	130mg	5%	130mg	240mg	10%
Total Carbohydrate	12g	13g	4%	13g	4%	27g	24g	10%
Dietary Fiber	0g	0g	0%	0g	0%	1g	4%	0%
Sugars (Added)	12g	12g	12g	12g	25g (15g)	22g (15g)	15g	28g (16g)
Protein	9g	8g	9g	9g	8g	8g	11g	8g
Vitamin A	6%	10%	10%	10%	10%	10%	10%	10%
Vitamin C	0%	0%	2%	2%	0%	2%	2%	2%
Calcium	30%	30%	30%	30%	30%	30%	40%	30%
Iron	0%	0%	0%	4%	0%	2%	0%	0%
Vitamin D	25%	25%	25%	25%	25%	25%	25%	25%
Potassium	349mg	366mg	410mg	382mg	440mg	420mg	500mg	370mg

Item #: 344041

12-Pak Ultra-Pasteurized

30-days Guaranteed From Your Local

340021	Homol	Homogenized whole milk, vitamin D <sub>3</sub> . Gluten Free.
340044	2% RF	Reduced fat milk, vitamin A palmitate, vitamin D <sub>3</sub> . Gluten Free.
340057	1% LF	Lowfat milk, vitamin A palmitate, vitamin D <sub>3</sub> . Gluten Free.
340076	FF	Fat free milk, vitamin A palmitate, vitamin D <sub>3</sub> . Gluten Free.
340103	1% Choc	Lowfat milk, sucrose, cocoa processed with alkali, cocoa, salt, carrageenan, guar gum, vanillin, Vitamin A palmitate, Vitamin D <sub>3</sub> . Gluten Free
340950	Choc FF	Fat free milk, sucrose, cocoa processed with alkali, cocoa, salt, carrageenan, guar gum, vanillin, vitamin A palmitate, vitamin D <sub>3</sub> . Gluten Free.
341128	1% LF CA	Lowfat milk, nonfat milk, vitamin A palmitate, vitamin D <sub>3</sub> . Gluten Free.
340649	Strw FF	Fat free milk, sucrose, artificial strawberry flavor, vitamin A palmitate, vitamin D <sub>3</sub> . Gluten Free.
344013	1% Lact	Lowfat milk, lactase enzyme, vitamin A palmitate, vitamin D <sub>3</sub> . Gluten Free.



302845

03/15/18



901B.01 Yami Strawberry-Banana Gelatin Free Yogurt - 4 oz & 8 oz

Nutrition Facts Panel

Nutrition Facts	
Serving Size 4 oz (113g)	
Servings Per Container 1	
Amount Per Serving	
<b>Calories 110</b>	<b>Calories from Fat 10</b>
% Daily Value*	
<b>Total Fat 1g</b>	<b>2%</b>
Saturated Fat 0.5g	3%
Trans Fat 0g	
<b>Cholesterol 0mg</b>	<b>0%</b>
<b>Sodium 60mg</b>	<b>3%</b>
<b>Total Carbohydrate 20g</b>	<b>7%</b>
Dietary Fiber 0g	0%
Sugars 15g	
<b>Protein 4g</b>	
Vitamin A 0%	• Vitamin C 6%
Calcium 10%	• Iron 0%
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:	
	Calories: 2,000    2,500
Total Fat	Less than 65g    80g
Saturated Fat	Less than 20g    25g
Cholesterol	Less than 300mg    300mg
Sodium	Less than 2,400mg    2,400mg
Total Carbohydrate	300g    375g
Dietary Fiber	25g    30g
Calories per gram:	
Fat 9 • Carbohydrate 4 • Protein 4	

Nutrition Facts	
Serving Size 8 oz (227g)	
Servings Per Container 1	
Amount Per Serving	
<b>Calories 210</b>	<b>Calories from Fat 20</b>
% Daily Value*	
<b>Total Fat 2g</b>	<b>3%</b>
Saturated Fat 1.5g	8%
Trans Fat 0g	
<b>Cholesterol 5mg</b>	<b>2%</b>
<b>Sodium 125mg</b>	<b>5%</b>
<b>Total Carbohydrate 41g</b>	<b>14%</b>
Dietary Fiber 0g	0%
Sugars 30g	
<b>Protein 7g</b>	
Vitamin A 0%	• Vitamin C 10%
Calcium 25%	• Iron 0%
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:	
	Calories: 2,000    2,500
Total Fat	Less than 65g    80g
Saturated Fat	Less than 20g    25g
Cholesterol	Less than 300mg    300mg
Sodium	Less than 2,400mg    2,400mg
Total Carbohydrate	300g    375g
Dietary Fiber	25g    30g
Calories per gram:	
Fat 9 • Carbohydrate 4 • Protein 4	

Ingredients

Grade A Pasteurized Lowfat Milk, Sugar, Strawberries, Bananas, Modified Corn Starch, Carrageenan, Pectin, Natural Flavors, Lactase, Citric Acid, Red Cabbage Extract (for color), and Active Cultures (*S. thermophilus*, *L. bulgaricus*, *L. acidophilus*, *B. lactis*, *L. rhamnosus*, *L. casei*).

Allergens

Contains Milk.

B02845

03/15/18



901B.01 Yami Strawberry Gelatin Free Yogurt - 4 oz & 8 oz

Nutrition Facts Panel

Nutrition Facts	
Serving Size 4 oz (113g)	
Servings Per Container 1	
Amount Per Serving	
<b>Calories 100</b>	<b>Calories from Fat 10</b>
% Daily Value*	
<b>Total Fat 1g</b>	<b>2%</b>
Saturated Fat 0.5g	<b>3%</b>
Trans Fat 0g	
<b>Cholesterol 0mg</b>	<b>1%</b>
<b>Sodium 60mg</b>	<b>3%</b>
<b>Total Carbohydrate 20g</b>	<b>7%</b>
Dietary Fiber 0g	<b>0%</b>
Sugars 15g	
<b>Protein 4g</b>	
Vitamin A 0% • Vitamin C 25%	
Calcium 15% • Iron 0%	
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:	
	Calories: 2,000    2,500
Total Fat	Less than 65g    80g
Saturated Fat	Less than 20g    25g
Cholesterol	Less than 300mg    300mg
Sodium	Less than 2,400mg    2,400mg
Total Carbohydrate	300g    375g
Dietary Fiber	25g    30g
Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4	

Nutrition Facts	
Serving Size 8 oz (227g)	
Servings Per Container 1	
Amount Per Serving	
<b>Calories 210</b>	<b>Calories from Fat 20</b>
% Daily Value*	
<b>Total Fat 2g</b>	<b>3%</b>
Saturated Fat 1.5g	<b>7%</b>
Trans Fat 0g	
<b>Cholesterol 5mg</b>	<b>2%</b>
<b>Sodium 125mg</b>	<b>5%</b>
<b>Total Carbohydrate 39g</b>	<b>13%</b>
Dietary Fiber 0g	<b>0%</b>
Sugars 30g	
<b>Protein 7g</b>	
Vitamin A 0% • Vitamin C 45%	
Calcium 25% • Iron 2%	
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:	
	Calories: 2,000    2,500
Total Fat	Less than 65g    80g
Saturated Fat	Less than 20g    25g
Cholesterol	Less than 300mg    300mg
Sodium	Less than 2,400mg    2,400mg
Total Carbohydrate	300g    375g
Dietary Fiber	25g    30g
Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4	

Ingredients

Grade A Pasteurized Lowfat Milk, Sugar, Strawberry Puree, Modified Corn Starch, Carrageenan, Pectin, Natural Flavors, Lactase, Red Cabbage Extract (for color), and Active Cultures (*S. thermophilus*, *L. bulgaricus*, *L. acidophilus*, *B. lactis*, *L. rhamnosus*, *L. casei*).

Allergens

Contains Milk.

DAIRY FRESH FARMS  
BOZBAS

03/15/18



901B.01 Yami Raspberry Gelatin Free Yogurt - 4 oz & 8 oz

Nutrition Facts Panel

Nutrition Facts	
Serving Size 4 oz (113g)	
Servings Per Container 1	
Amount Per Serving	
<b>Calories 100</b>	<b>Calories from Fat 10</b>
% Daily Value*	
<b>Total Fat 1g</b>	<b>2%</b>
Saturated Fat 0.5g	<b>3%</b>
Trans Fat 0g	
<b>Cholesterol 0mg</b>	<b>1%</b>
<b>Sodium 60mg</b>	<b>3%</b>
<b>Total Carbohydrate 19g</b>	<b>6%</b>
Dietary Fiber 0g	<b>0%</b>
Sugars 15g	
<b>Protein 4g</b>	
Vitamin A 0% • Vitamin C 2%	
Calcium 10% • Iron 0%	
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:	
	Calories: 2,000    2,500
Total Fat	Less than 65g    80g
Saturated Fat	Less than 20g    25g
Cholesterol	Less than 300mg    300mg
Sodium	Less than 2,400mg    2,400mg
Total Carbohydrate	300g    375g
Dietary Fiber	25g    30g
Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4	

Nutrition Facts	
Serving Size 8 oz (227g)	
Servings Per Container 1	
Amount Per Serving	
<b>Calories 200</b>	<b>Calories from Fat 20</b>
% Daily Value*	
<b>Total Fat 2g</b>	<b>3%</b>
Saturated Fat 1.5g	<b>7%</b>
Trans Fat 0g	
<b>Cholesterol 5mg</b>	<b>2%</b>
<b>Sodium 125mg</b>	<b>5%</b>
<b>Total Carbohydrate 39g</b>	<b>13%</b>
Dietary Fiber 0g	<b>0%</b>
Sugars 30g	
<b>Protein 7g</b>	
Vitamin A 0% • Vitamin C 8%	
Calcium 25% • Iron 0%	
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:	
	Calories: 2,000    2,500
Total Fat	Less than 65g    80g
Saturated Fat	Less than 20g    25g
Cholesterol	Less than 300mg    300mg
Sodium	Less than 2,400mg    2,400mg
Total Carbohydrate	300g    375g
Dietary Fiber	25g    30g
Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4	

Ingredients

Grade A Pasteurized Lowfat Milk, Sugar, Raspberries, Modified Corn Starch, Carrageenan, Pectin, Natural Flavors, Fruit and Vegetable Juice (for color), Lactase, Citric Acid, and Active Cultures (*S. thermophilus*, *L. bulgaricus*, *L. acidophilus*, *B. lactis*, *L. rhamnosus*, *L. casei*).

Allergens

Contains Milk.

DAIRY FRESH FARMS

BID B02845

3/15/2018



901B.01 Yami Vanilla Gelatin Free Yogurt - 8 oz

Nutrition Facts Panel

Nutrition Facts	
Serving Size 8 oz (227g)	
Servings Per Container 1	
Amount Per Serving	
Calories 210	Calories from Fat 20
% Daily Value*	
Total Fat 2g	3%
Saturated Fat 1.5g	7%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 125mg	5%
Total Carbohydrate 40g	13%
Dietary Fiber 0g	0%
Sugars 31g	
Protein 7g	
Vitamin A 0%	Vitamin C 4%
Calcium 25%	Iron 0%
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:	
	Calories: 2,000 2,500
Total Fat	Less than 65g 80g
Saturated Fat	Less than 20g 25g
Cholesterol	Less than 300mg 300mg
Sodium	Less than 2,400mg 2,400mg
Total Carbohydrate	300g 375g
Dietary Fiber	25g 30g
Calories per gram:	
Fat 9 • Carbohydrate 4 • Protein 4	

Ingredients

Grade A Pasteurized Lowfat Milk, Sugar, Modified Corn Starch, Carrageenan, Pectin, Tapioca Starch, Natural Flavor, Lactase, Citric Acid, Active Cultures (*S. thermophilus*, *L. bulgaricus*, *L. acidophilus*, *B. lactis*, *L. rhamnosus*, *L. casei*).

Allergens

Contains Milk.

DAIRY FRESH FARMIS,  
 BID B02845

03/15/18



**901B.01 Yami Peach Gelatin Free Yogurt - 8 oz**

**Nutrition Facts Panel**

<b>Nutrition Facts</b>	
Serving Size 8 oz (227g)	
Servings Per Container 1	
<b>Amount Per Serving</b>	
<b>Calories 200</b>	<b>Calories from Fat 20</b>
	<b>% Daily Value*</b>
<b>Total Fat 2g</b>	<b>3%</b>
Saturated Fat 1.5g	<b>7%</b>
Trans Fat 0g	
<b>Cholesterol 5mg</b>	<b>2%</b>
<b>Sodium 125mg</b>	<b>5%</b>
<b>Total Carbohydrate 39g</b>	<b>13%</b>
Dietary Fiber 0g	<b>0%</b>
Sugars 30g	
<b>Protein 7g</b>	
Vitamin A 0%	• Vitamin C 8%
Calcium 25%	• Iron 0%
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:	
	Calories: 2,000    2,500
Total Fat	Less than 65g    80g
Saturated Fat	Less than 20g    25g
Cholesterol	Less than 300mg    300mg
Sodium	Less than 2,400mg    2,400mg
Total Carbohydrate	300g    375g
Dietary Fiber	25g    30g
Calories per gram:	
Fat 9 • Carbohydrate 4 • Protein 4	

**Ingredients**

Grade A Pasteurized Lowfat Milk, Sugar, Peach Puree, Modified Corn Starch, Carrageenan, Pectin, Natural Flavors, Lactase, Annatto (added for color), and Active Cultures (*S. thermophilus*, *L. bulgaricus*, *L. acidophilus*, *B. lactis*, *L. rhamnosus*, *L. casei*).

**Allergens**

Contains Milk.





## Darigold 1% Lowfat Yogurt Quart

### Shipping Configuration

Item #	Unit UPC			Case UPC			GTIN			Item Name				Plant
	Shipper	Case Pack	Case Wt. #	Case Size			Package Size			Case Cube	Cases/ Layer	Layers/ Pallet	Cases/ Pallet	Pallet Weight
				L	W	H	L	W	H					
389502	026400895022			026400855026			10026400895029			DG Yog 1pc Plain Qt				PUR
32oz	Corrugated	6	14.136	14.25"	9.5"	5.5"	4.5"	4.5"	5.25"	0.43	15	10	150	2165.4
389512	026400895121			026400855125			10026400895128			DG Yog 1pc Vanilla Qt				PUR
32oz	Corrugated	6	14.136	14.25"	9.5"	5.5"	4.5"	4.5"	5.25"	0.43	15	10	150	2165
389522	026400895220			026400855224			10026400895227			DG Yog 1pc Rasp Qt				PUR
32oz	Corrugated	6	14.136	14.25"	9.5"	5.5"	4.5"	4.5"	5.25"	0.43	15	10	150	2165
389532	026400895329			026400855323			10026400895326			DG Yog 1pc Strw Qt				PUR
32oz	Corrugated	6	14.136	14.25"	9.5"	5.5"	4.5"	4.5"	5.25"	0.43	15	10	150	2165

<b>Description</b>	rbST Free (According to the FDA, no significant difference has been shown between milk derived from rbST treated and non-rbST treated cows.) Fiber Enriched (gum Arabic, Pectin, Inulin). Excellent source of calcium. Pure Sugar (Flav Yogurt Only). Natural Color (Flav Yogurt Only). Natural Flavor (Flav Yogurt Only). Gelatin Free. Gluten Free. In addition to yogurt cultures (L. bulgaricus, S. thermophilus), Darigold yogurt has 4 probiotic cultures (L. acidophilus, L. rhamnosus, L. casei, Bifidobacterium lactis).
<b>Packaging</b>	The product is packaged in a 32 ounce round plastic container with a re-sealable lid and tamper evident seal. Six (6) quart units to a corrugated box.
<b>Shipping &amp; Storage</b>	The product must be shipped and stored in refrigerated (32°F to 40°F/0°C to 4°C) conditions.
<b>Shelf Life / Code Dating</b>	Sixty days (60) when kept at recommended storage conditions.

Physical & Chemical Analysis		Microbiological Analysis	
Fat	1.0%	Coliform	10 organisms/g, maximum
		Yeast And Mold	20 organisms/g, maximum

Nutrition Facts								
Serving Size	8oz (227g)		8oz (227g)		8oz (227g)		8oz (227g)	
Servings Per Container	4		4		4		4	
Product	Plain LF Yogurt		DG Yog Vanilla		DG Yog Rasp		DG Yog Strw	
<b>Amount Per Serving</b>								
Calories	130		200		190		200	
Calories From Fat	20		15		15		15	
% Daily Values								
Total Fat	2g	3%	1.5g	2%	1.5g	2%	1.5g	3%
Saturated Fat	1.5g	6%	1g	5%	1g	5%	1g	5%
Trans Fat	0g		0g		0g		0g	
Cholesterol	10mg	3%	5mg	2%	5mg	2%	5mg	2%
Sodium	160mg	7%	115mg	6%	135mg	6%	135mg	6%
Total Carbohydrate	21g	7%	40g	13%	38g	13%	41g	14%
Dietary Fiber	4g	17%	4g	16%	4g	16%	4g	14%
Sugars (Added)	9g(0g)		29g		27g		29g	
Protein	10g		8g		8g		8g	
Vitamin A	6%		4%		4%		4%	
Vitamin C	4%		4%		6%		10%	
Calcium	35%		30%		30%		30%	
Iron	0%		0%		0%		2%	
Vitamin D	6%		4%		4%		4%	
Potassium	400mg		330mg		330mg		350mg	

### Ingredient Statement:

DAIRY FRESH FARMS

BID B02845

ALP# 095682

**IMAGE  
NOT  
AVAILABLE**



ITEM NUMBER: STK47179

DATE: 12/6/2013

**100/1OZ CUP CREAM CH SPRD - LVC**

UPC/GTIN	
UPC/GTIN On Packaging	029244001161
UCC/GTIN On Ship Container	10029244001168
UPC/GTIN On Inner Packaging	

**PRODUCT DETAILS:**

Brand Name	LEVEL VALLEY CREAMERY		
Item Type	CREAM CHEESE	Item Sub Type	CREAM CHEESE SPREAD
Item Form	SOFT BODY	Item Sub Form	N/A
Random Weight	No	Catch Weight	No
Flavors	PLAIN		
Blend Types	N/A		
Allergens	MILK		
Formula Type	CREAM CHEESE		
Color	WHITE		
Kosher	OUD		
Packed Country of Origin	UNITED STATES		
European Union Certification	No		

**CODE DATES:**

	Advance	Format	Modifier	Format Language
Piece	0	N/A	N/A	
Package	0	N/A	N/A	N/A
Shipping Container	120	MT DA YYYY	EXP	ENGLISH

**PIECES:**

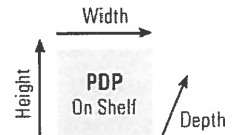
Net Weight	Pieces Per Package	Width	Height	Depth

**PACKAGE:**

Net Weight	Pre-Price	Packaging	Packaging Sub	Gross Weight	Width	Height	Depth
.0625	NO	CUP	PORTION CONTROL	.0735	2	.98	2

**SHIPPING CONTAINER:**

Pkgs per SC	Code	Net Weight	Gross Weight	Width	Height	Depth
100	0002353	6.25	7.35	8.8125	5.625	
		Cube	Depth	.29942	10.4375	
TI	19	HI	8			



# INGREDIENT AND NUTRITION RELEASE

I                    II  
23215 / \_\_\_\_\_  
 \_\_\_ Color        X White

Commodity Statement:    **CREAM CHEESE SPREAD**

<u>X</u> New	<u>   </u> Singles	<u>   </u> Loaf	<u>   </u> Natural	<u>   </u> Code 5
<u>   </u> Modification	<u>   </u> Slices	<u>   </u> Block		
Replaces _____	<u>   </u> Shred	<u>   </u> Analog	<u>   </u> Other	
<u>   </u> Exclusive Name _____			<u>X</u> Special Claims	- KOSHER symbol is acceptable (circle "U" with "D" immediately to the right of "U" outside of circle).
<u>X</u> Labeling Alert <u>Packaging must state "Keep Refrigerated".</u>				- "Pasteurized" may be used as a modifier in description name but is not required.
			<u>   </u> Other	- "Soft" may be used as a descriptor.

- 1        PASTEURIZED MILK AND CREAM, WATER, LACTOSE, SALT, CHEESE CULTURE,
- 2        STABILIZERS (CAROB BEAN AND/OR XANTHAN AND/OR GUAR GUMS), POTASSIUM
- 3        SORBATE (PRESERVATIVE), CITRIC ACID.
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11

**NUTRITION FACTS**  
 SERVING SIZE: 100 GRAMS

AMOUNT PER SERVING  
**CALORIES 305**                    CALORIES FROM FAT 261

<b>TOTAL FAT</b> ..... 29.0g SATURATED FAT ..... 18.9g TRANS FAT ..... 1.1g POLYUNSATURATED FAT ..... 1.2g MONOUNSATURATED FAT ..... 8.9g <b>CHOLESTEROL</b> ..... 84.8mg <b>SODIUM</b> ..... 506mg <b>TOTAL CARBOHYDRATE</b> ..... 6.7g DIETARY FIBER ..... 0.5g SUGARS ..... 5.7g <b>PROTEIN</b> ..... 5.4g	VITAMIN A ..... 928 IU VITAMIN C ..... 0.86mg CALCIUM ..... 87.4mg IRON ..... 0.67mg
---	---

NUTRITION INFORMATION BASED ON: X CALCULATED        ANALYTICAL        NUTRIENT DATA BASE

  
 \_\_\_\_\_  
**William Elder**  
**Label Compliance Manager**

**Date of Release:** 09/01/05  
 NL5696

DAIRY FRESH FARMS

BID B02845

**JOHANNA BEVERAGE COMPANY**

**Tree Ripe**

**ORANGE JUICE FROM CONCENTRATE with Calcium and Vitamin C Added**

INGREDIENTS: Orange Juice from Concentrate, (Filtered Water, Concentrated Orange Juice),  
Tri Calcium Phosphate, Calcium Lactate, Ascorbic Acid (Vitamin C).  
Concentrate from USA, Brazil

**NUTRITIONAL FACTS**

Serv. Size	4 fl oz (118 ml)
Calories	50
Calories from fat	0g
Total Fat	0g (0% DV)
Saturated fat	0g
Trans fat	0g
Sodium	0g (0% DV)
Potassium	240mg (7% DV)
Total Carbohydrates	13g (5% DV)
Sugars	12g
Protein	0g
Vitamin C	100% DV
Calcium	15%

One four ounce serving contributes 1/2 cup fruit serving to the Child Nutrition Meal Pattern Requirements.

**Allergen Statement**

Allergen	As Ingredient	In Plant
Milk	No	No
Eggs	No	No
Peanuts	No	No
Tree Nuts	No	Yes(coconut)
Fin Fish	No	No
Shellfish	No	No
Soy	No	No
Wheat	No	No

Dan Stewart Director of Quality  
Signature Title

Dan Stewart 3/31/18  
Printed Name Date

VAIKY KRISHA FARM >

BID B02345

# JOHANNA BEVERAGE COMPANY

## **Tree Ripe APPLE JUICE, Vitamin C Added** **100% Juice from Concentrate**

INGREDIENTS: Apple Juice from Concentrate (Filtered Water, Concentrated Apple Juice), Ascorbic Acid (Vitamin C). Concentrate from USA, China, Argentina

### NUTRITIONAL FACTS

Serv. Size	4 fl oz (118 ml)
Calories	60
Calories from fat	0g
Total Fat	0g (0% DV)
Saturated fat	0g
Trans fat	0g
Cholesterol	0g
Sodium	10mg (0%DV)
Potassium	150mg (4% DV)
Total Carbohydrates	14g (5%DV)
Sugars	13g
Fiber	0g
Protein	0g
Vitamin C	100%DV
Iron	0%DV
Vitamin A	0%DV
Calcium	0%DV

One four ounce serving contributes ½ cup fruit serving to the Child Nutrition Meal Pattern Requirements

### **Allergen Statement**

Allergen	As Ingredient	In Plant
Milk	No	No
Eggs	No	No
Peanuts	No	No
Tree Nuts	No	Yes(coconut)
Fin Fish	No	No
Shellfish	No	No
Soy	No	No
Wheat	No	No

Dan Stewart Director of Quality  
Signature Title

Dan Stewart 2/09/2018  
Name Date



April 27, 2018

**ADDENDUM NO. 1**

**NOTICE TO BIDDERS OF BID NO. B02845  
FLUID MILK PRODUCTS, MISCELLANEOUS  
DAIRY PRODUCTS AND JUICE PRODUCTS  
CALLED FOR MAY 8, 2018 AT 2:00 P.M.**

This addendum shall become part of the Contract Documents and modifies the original Bidding Documents for Bid No. B02845: Fluid Milk Products, Miscellaneous Dairy Products and Juice Products. Acknowledge receipt of this Addendum by number in the space provided on Page 2 of **SECTION L: FLUID MILK PRODUCTS, MISCELLANEOUS DAIRY PRODUCTS AND JUICE PRODUCTS BID FORM**. Failure to do so may subject the Bidder to disqualification.

**ANSWERS TO QUESTIONS:**

**Question No. 1:** We are requesting a written copy of the previous awarded bid.

**Answer:** Please send your request to [publicrecords@seattleschools.org](mailto:publicrecords@seattleschools.org)

**END OF ADDENDUM NO. 1**

A handwritten signature in blue ink, appearing to read "Diane Navarro".

Diane Navarro  
Contracting Services Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 2925 Tacoma WA 98401-2925	<b>CONTACT NAME:</b> Martha Reeve <b>PHONE (A/C, No, Ext):</b> 253-238-1145 <b>FAX (A/C, No):</b> 253-572-1430 <b>E-MAIL ADDRESS:</b> martha_reeve@ajg.com														
<b>INSURED</b> Dairy Fresh Farms, Inc. Attn: Dean Heggie 9636 Blomberg St. SW Olympia WA 98512-9147	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER D : Travelers Casualty and Surety Co of America</td> <td style="text-align: center;">31194</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Specialty Insurance Company	37885	INSURER B : Charter Oak Fire Insurance Company	25615	INSURER C : Travelers Indemnity Company	25658	INSURER D : Travelers Casualty and Surety Co of America	31194	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**COVERAGES**

**CERTIFICATE NUMBER: 238712139**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y-630-0K475334-COF-17	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Y-810-0K469862-IND-17	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00077243LI17A	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Y-630-0K475334-COF-17	12/31/2017	12/31/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime			106849052	12/31/2017	12/31/2018	Emp Dishonesty \$100,000

Approved  
 J. Staver  
 5/29/18

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Blanket Additional Insured coverage applies to the certificate holder per attached forms.  
 RE: B02845; Fluid Milk Products, Miscellaneous Dairy and Juice Products

**CERTIFICATE HOLDER**

**CANCELLATION**

Seattle School District No. 1 MS 22-337 P.O. Box 34165 Seattle WA 98124-1165 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR COMMERCIAL INDUSTRIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <p><b>A.</b> Broadened Named Insured</p> <p><b>B.</b> Blanket Additional Insured – Broad Form Vendors</p> <p><b>C.</b> Damage To Premises Rented To You</p> <ul style="list-style-type: none"> <li>• Perils of fire, explosion, lightning, smoke, water</li> <li>• Limit increased to \$300,000</li> </ul> <p><b>D.</b> Blanket Waiver Of Subrogation</p> <p><b>E.</b> Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</p> <p><b>F.</b> Blanket Additional Insured – Lessors Of Leased Equipment</p> <p><b>G.</b> Incidental Medical Malpractice</p> <p><b>H.</b> Personal Injury – Assumed By Contract</p> <p><b>I.</b> Amended Bodily Injury Definition</p> | <p><b>J.</b> Bodily Injury To Co-Employees And Co-Volunteer Workers</p> <p><b>K.</b> Aircraft Chartered With Crew</p> <p><b>L.</b> Non-Owned Watercraft – Increased From 25 Feet To 50 Feet</p> <p><b>M.</b> Increased Supplementary Payments</p> <ul style="list-style-type: none"> <li>• Cost of bail bonds increased to \$2,500</li> <li>• Loss of earnings increased to \$500 per day</li> </ul> <p><b>N.</b> Medical Payments - Increased Limit</p> <p><b>O.</b> Knowledge And Notice Of Occurrence Or Offense</p> <p><b>P.</b> Unintentional Omission</p> <p><b>Q.</b> Reasonable Force – Bodily Injury Or Property Damage</p> |
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### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

- 1.** The following is added to **SECTION II – WHO IS AN INSURED**:  
Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
- 2.** The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:
  - a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

#### **B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” that:

- a.** Is caused by an “occurrence” that takes place after you have signed and executed that contract or agreement; and
- b.** Arises out of “your products” which are distributed or sold in the regular course of such vendor’s business.

The insurance provided to such vendor is subject to the following provisions:



## COMMERCIAL GENERAL LIABILITY

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - (7) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

### C. DAMAGE TO PREMISES RENTED TO YOU

- 1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY IN-

### JURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

### 2. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

## COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

**E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

- (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have

## COMMERCIAL GENERAL LIABILITY

signed and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**G. INCIDENTAL MEDICAL MALPRACTICE**

- 1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

- 2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

- 3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

- 5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**.

**H. PERSONAL INJURY – ASSUMED BY CONTRACT**

- 1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

## COMMERCIAL GENERAL LIABILITY

e. **Contractual Liability**

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

I. **AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

J. **BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

K. **AIRCRAFT CHARTERED WITH CREW**

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

L. **NON-OWNED WATERCRAFT**

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

## COMMERCIAL GENERAL LIABILITY

(2) A watercraft you do not own that is:

(a) Fifty feet long or less; and

(b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) Fifty feet long or less; and

(2) Not being used to carry any person or property for a charge.

## M. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## N. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

## O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e.(1) or (2) above discov-

COMMERCIAL GENERAL LIABILITY

ers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

**P. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice

your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**Q. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

**a. Expected or Intended Injury or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

*Do not add this form to a policy. It is for informational purposes only.*

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED**
- B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO**
- D. EMPLOYEES AS INSURED**
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
- G. WAIVER OF DEDUCTIBLE – GLASS**
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- J. PERSONAL PROPERTY**
- K. AIRBAGS**
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- M. BLANKET WAIVER OF SUBROGATION**
- N. UNINTENTIONAL ERRORS OR OMISSIONS**

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

- 1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2.** The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

*Do not add this form to a policy. It is for informational purposes only.*



## COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

Do not add this form to a policy. It is for informational purposes only.

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

*Do not add this form to a policy. It is for informational purposes only.*

Form **W-9**  
 (Rev. November 2017)  
 Department of the Treasury  
 Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Dairy Fresh Farms, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**9636 Blomberg St SW**

6 City, state, and ZIP code  
**Olympia, WA 98512**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

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or

**Employer identification number**

9	1	-	1	1	2	1	5	9	0
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶  Date ▶ **MAY 21, 2018**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*