



SCHOOL BOARD ACTION REPORT

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

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

1. TITLE

Recommendation to renew Fresh Produce Bid B02844

2. PURPOSE

This board action renews an existing one-year contract for the final two years to provide fresh fruit and vegetable products for the district's breakfast, lunch and after-school snack programs for the 2019-20 and 2020-21 school years, thereby providing access to nutritious meals to all students in the district.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to renew the contract with Duck Delivery of Washington, Inc. for two additional years covering the period from Sept. 1, 2019 to Aug. 31, 2021, at a cost of up to \$750,000 per year, for a total cost of up to \$1,500,000 for fresh produce 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

Previously the school board approved a contract for Fresh Produce, which expires on Aug. 31, 2019, and contains the option to renew for an additional two years.

The District advertised this contract in April 2018 and received one bid on May 10, 2018, from Duck Delivery of Washington, Inc. This current action is the renewal of the contract for the second and third year permitted by the agreement terms.

Seattle Public Schools participates in the National School Lunch Program, School Breakfast Program, Afterschool Snack Program and the Fresh Fruit and Vegetable Program and is required to obtain fixed price contracts. Given the variable nature of produce availability and market prices, the Bid Price Form contains 36 items that are typically used the entire year and in high volumes and excludes most seasonal items that would be unavailable or very high priced at the time of bid. This design was to encourage more vendors to respond and to ensure bid analysis was not skewed by the seasonality of produce. The bidder's Total Annual Cost is based on items

on the Bid Price Form. The actual quantities and items to be purchased may vary depending on internal changes and student participation.

The recommended contract amount continues to be \$750,000 annually. This varies from the original bid amount of \$423,064.10 for several reasons:

- 1) We used a “market basket” (current cost estimate based on inflation) approach to bid the higher volume items, but there are additional items that will be purchased through the contract. In addition, since the bid is done in spring when produce prices are low and the prices are adjusted weekly, we must account for higher produce costs through the school year months.

Prices are firm for 90 days after bid opening and thereafter will be subject to escalation, up or down, based upon market prices. The contract will provide weekly pricing for the items on the Bid Price Form which are then firm for the subsequent week. The district reserves the right to purchase additional seasonal products that are not listed on the Bid Price Form from the awarded bidder or purchase such products from other contracted vendors who have provided a lower quote for those items.

- 2) In addition, the bid quantities do not reflect the Fresh Fruit and Vegetable program. Nineteen schools benefit from this grant.

b. Alternatives

1. Use the Department of Defense (DOD) Fresh Fruit and Vegetable program for all produce needs. We currently have diverted up to \$500,000 of our commodity donation dollars for 2019-20 to the DOD program for the acquisition of fresh fruits and vegetables. However, the product list is limited so these funds are used for higher volume items that are used more frequently. If this was our only source, we would not be able to serve the large variety of produce as we do currently.

2. Use our current food distributor, Food Services of America, for our produce needs. This option is available to us if needed. However, the prices are typically higher for many products and the delivery would not be available daily, causing storage issues and diminishing the freshness of the products. This vendor opted against submitting a bid that would require daily deliveries.

These alternatives were considered; however, this bid provides the lowest costs, highest quality and options, and most flexibility.

c. Research

National School Lunch and National School Breakfast meal patterns require that sponsors offer a variety of fruits and/or vegetables.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be up to \$750,000 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, Lunch, Afterschool Snack and Fresh Fruit and Vegetable 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 United States Department of Agriculture (USDA) guidelines. The Equity Analysis Tool was not used for discussion related to 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

Fresh produce is an important component of appetizing, nutritious breakfasts and lunches that are appealing to students and provide them needed nutrition. Fresh Fruit and Vegetable schools offer students exposure to a variety of fruits and vegetables, which leads to a greater willingness to select healthier meal options.

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, fresh produce products are necessary to furnish students with nutritious breakfasts and lunches. Per Policy No. 6220, Procurement, any contract over \$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 Fresh Produce Agreement will be executed to initiate services beginning Sept. 1, 2019.

13. ATTACHMENTS

- Fresh Produce contract for reference
- List of schools that are part of the Fresh Fruit Vegetables program for reference



Fresh Produce Bid

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

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**

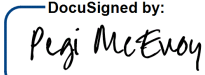
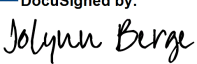
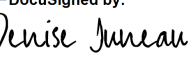
This form is to be used for contracts, MOU's, and grants above \$75,000 and for sole source and emergency approvals. Contracts below \$75,000 may be signed by the Purchasing or Accounting Manager. An original of the document to be approved must be attached to this form. If the contract requires Board 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: B02844: Fresh Produce with Duck Delivery of Washington, Inc.			
Contract Amount: \$423,064.10			

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) SPS Policy 6705	
Initiator/Staff Member Information		
(1) Name (Print) Charlotte Marrison	Signature <i>Charlotte Marrison</i>	Date 7/13/2018 6:14:42 AM
Email/Phone: crmarrison@seattleschools.org/x20604	Department Nutrition Services	
ROUTING APPROVAL (For Contracts, Personal Service Contracts/ Purchase Orders \$75,000 - \$100,000)		
(2) Manager/Principal (Print)	Signature	Date
(3) Director (Print) Charlotte Marrison	Signature <i>Charlotte Marrison</i>	Date 7/13/2018 6:14:42 AM
(4) Facilities Finance (Capital only) (Print) N/A	Signature	Date
(5) Procurement (Purchasing/Contracting) (Print) Diane Navarro	Signature <i>Diane Navarro</i>	Date 7/13/2018 9:17:31 AM
(6) Legal (Print) Ronald Boy	Signature <i>Ronald Boy</i>	Date 7/13/2018 11:29:15 AM
(7) Accounting (for encumbrance)* (Print) Amy Fleming	Signature <i>Amy Fleming</i>	Date 7/13/2018 1:54:11 PM

(8) Assistant or Associate Superintendent of Department (as appropriate) (Print) Pegi McEvoy	Signature DocuSigned by: 	Date 7/17/2018 9:28:38 AM
(9) Assistant Superintendent for Business and Finance* (Print) JoLynn Berge	Signature DocuSigned by: 	Date 7/17/2018 12:26:44 PM
FINAL APPROVAL (for Contracts \$100,000 - \$250,000)		
(10) Superintendent (Superintendent to execute contracts over \$250,000 after Board approval)* (Print)** Denise Juneau	Signature DocuSigned by: 	Date 7/31/2018 4:37:32 PM
BOARD APPROVAL (for Contracts OVER \$250,000)		
(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.



SCHOOL BOARD ACTION REPORT

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

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

1. TITLE

Recommendation to award Fresh Produce Bid B02844

2. PURPOSE

This board action would approve a contract for up to \$750,000 to provide fresh fruit and vegetable 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 Duck Delivery of Washington, Inc., covering the period from September 1, 2018 to August 31, 2019, for up to \$750,000.00 for fresh produce 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 Fresh Produce expires on August 31, 2018.

The District advertised this contract in April 2018. One bid was received on May 10, 2018, from Duck Delivery of Washington, Inc. in the amount of \$423,064.10 annually.

The recommended contract amount is \$750,000. This varies from the bid amount for several reasons:

We used a "market basket" approach to bid the higher volume items, but there are additional items that will be purchased through the contract. In addition, since the bid is done in spring when produce prices are low and the prices are adjusted weekly, we must account for higher produce costs through the school year months. Finally, we would like to allow for expansion of the Fresh Fruit and Vegetable Program, for which we have applied but not yet been awarded. Seattle Public Schools participates in the National School Lunch Program, School Breakfast Program, Afterschool Snack Program and the Fresh Fruit and Vegetable Program and is required

to obtain fixed price contracts. Given the variable nature of produce availability and market prices, the Bid Price Form contains 36 items that are typically used the entire year and in high volumes and excludes most seasonal items that would be unavailable or very high priced at the time of bid. This design was to encourage more vendors to respond and to ensure bid analysis was not skewed by the seasonality of produce. The bidder's Total Annual Cost is based on items on the Bid Price Form. The actual quantities and items to be purchased may vary depending on internal changes and student participation.

Prices are firm for 90 days after bid opening and thereafter will be subject to escalation, up or down, based upon market prices. The contract will provide weekly pricing for the items on the Bid Price Form which are then firm for the subsequent week. The district reserves the right to purchase additional seasonal products that are not listed on the Bid Price Form from the awarded bidder, or purchase such products from other contracted vendors who have provided a lower quote for those items.

In addition, the bid quantities do not reflect the Fresh Fruit and Vegetable program, a grant that Nutrition Services has applied for but not yet been awarded for 2018-2019.

For reasons stated above, the Maximum Contract Amount was derived from a three-year average of produce expenditures. For this reason the Total Annual Cost on the awarded bid will differ from the Maximum Contract Amount.

This contract has annual renewal options for two additional years.

b. Alternatives

1. Use the Department of Defense Fresh Fruit and Vegetable program for all produce needs. We currently have diverted \$500,000 of our commodity donation dollars for 2018-2019 to the DOD program for the acquisition of fresh fruits and vegetables. However, the product list is limited so these funds are used for higher volume items that are used more frequently. If this was our only source we would not be able to serve the large variety of produce as we do currently.
2. Use our current food distributor, Food Services of America, for our produce needs. This option is available to us if needed, however, the prices are typically higher for many products and the delivery would not be available daily, causing storage issues and diminishing the freshness of the products. This vendor opted against submitting a bid that would require daily deliveries.

These alternatives were considered, however, this bid provides the lowest costs, highest quality and options and most flexibility.

c. Research

National School Lunch and National School Breakfast meal patterns require that sponsors offer a variety of fruits and/or vegetables.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$750,000.00 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, Lunch, Afterschool Snack and Fresh Fruit and Vegetable 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

Fresh produce is 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, fresh produce 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. 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 Fresh Produce Agreement will be executed to initiate services beginning September 1, 2018.

13. ATTACHMENTS

None

BID NO. B02844

FRESH PRODUCE

*Supply fresh produce for Nutrition Services' School Breakfast,
Lunch or Afterschool Snack programs from September 1, 2018 through August 31, 2019*

CONTRACT NO. B02844

with

**DUCK DELIVERY OF WASHINGTON, INC.
1509 45TH STREET EAST
SUMNER, WA 98390**

for

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

SCHEDULED BOARD APPROVAL: JULY 11, 2018

AGREEMENT FRESH PRODUCE

This Agreement, Contract No. B02844 is effective September 1, 2018 by and between Seattle School District No. 1, a Washington municipal corporation (District), and Duck Delivery of Washington, 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 contract 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 contract 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 additional years. Extended contracts will begin on September 1 and will end on August 31.

2. CONTRACT PRICE

Given the variable nature of produce availability and market prices, the Bid Price Form contains 36 items that are used the entire year and in high volumes and excludes most seasonal items that would be unavailable or very high priced at the time of bid. The Total Annual Cost submitted by Duck Delivery of Washington is in the amount of **FOUR HUNDRED TWENTY-THREE THOUSAND, SIXTY-FOUR DOLLARS AND TEN CENTS (\$423,064.10)**. This amount does not reflect the actual quantities and items to be purchased and may vary depending on internal changes and student participation.

Prices are firm for 90 days after bid opening and thereafter will be subject to escalation, up or down, based upon market prices. The contract will provide weekly pricing for the items on the Bid Price Form which are then firm for the subsequent week. The district reserves the right to purchase additional seasonal products that are not listed on the Bid Price Form from Duck Delivery of Washington, or purchase such products from other vendors who have provided a lower quote for those items.

For reasons stated above, the Maximum Contract Amount was derived from a three-year average of produce expenditures. For this reason, the Total Annual Cost on the awarded bid from Duck Delivery will differ from the Maximum Contract Amount of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00)**.

The District agrees to pay the Vendor for the total amount issued on each purchase order for Fresh Produce items, as shown in Exhibit 7, Bid Form/Bid Price Form, to perform the work identified in Bid No. B02844. Purchase Orders will be issued identifying item number, quantity and description required. The combined total amount for all purchase orders issued from this contract is not to exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00)**. This amount constitutes the "Maximum Authorized Compensation" for services to be performed for the work identified in the Bid No. B02844. The District is under no obligation to order any items off this contract.

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

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:

Derek Reich
General Manager
Duck Delivery of Washington, Inc.
1509 45th Street East
Sumner, WA 98390

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 Form
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 May 2, 2018

[SIGNATURE PAGE FOLLOWS]

**DUCK DELIVERY OF
WASHINGTON, INC.**


Signature

Derek Reich
(Vendor Representative)

General Manager
Title

5/22/18
Date Signed

Duck Delivery of WA
Company Name

93-1272266
Federal Tax Identification Number

SEATTLE SCHOOL DISTRICT NO. 1

DocuSigned by:

Signature

Denise Juneau
Dr. Larry Nyland

Superintendent
Title

7/31/2018 4:37:32 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

SCHEDULE	
Date	Selection Process
April 12, 2018	Advertisement for Bid Published. (First Notice)
April 19, 2018	Advertisement for Request for Proposal Published. (Second Notice)
April 27, 2018	Last day for Questions by 2:00 p.m.
May 10, 2018	Bid Due at 10:00 a.m.
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

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

SECTION B: INFORMATION TO BIDDERS

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 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.

Please submit one (1) **hard** copy and one (1) **electronic** copy on a CD or USB flash drive of the Bid Price Form. To request a copy of the Bid Price Form please email: contractingservices@seattleschools.org

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.

In the event stated case weights for standard count items conflict among responders, product samples may be requested and case weight or count information corrected on the Bid Price Form accordingly.

SECTION B: INFORMATION TO BIDDERS

The District reserves the right to seek clarification regarding a bid.

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

SECTION B: INFORMATION TO BIDDERS

be announced by an addendum to the Invitation to Bid. If the revisions and addenda are of a 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

1-17 DISTRICT REPRESENTATIVE:

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

Telephone No. (206) 252-0566

Fax No. (206) 743-3018

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

INSURANCE

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

SECTION C: GENERAL TERMS AND CONDITIONS

OSHA/WISHA

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 F: SPECIAL PROVISIONS

SPECIAL PROVISIONS

(Exhibit 5 of Agreement)

1-1 **SCOPE:**

It is the intent of this Bid Invitation to establish prices for Fresh Produce items on an annual Agreement basis, all in accordance with bid documents, General Terms and Conditions, Special Provisions, Specifications, Bid Form/Bid Price Form and Addenda.

The successful vendor shall supply all products, equipment, and materials required to supply and deliver fresh produce items to the Seattle School District No. 1 (District).

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

Prices are firm for **90 days** after bid opening and thereafter will be subject to escalation, up or down, based upon market prices.

Weekly Pricing: Prices for items on the Bid Price Form shall be submitted by 9:00 a.m. Friday for the subsequent week. Prices are then firm for Monday-Friday for that week. Price list must include:

- Product code
- Case Pack
- Case Weight
- Cost per Case to Vendor
- Vendor's Markup per Case
- Total Cost per Case

The District reserves the right to purchase additional products that are not listed on the Bid Price Form from the awarded bidder as per section 1-14, or purchase such products from other vendors who have provided a lower quote for those items. The district also reserves the right to obtain quotes from other vendors for items on the Bid Price Form for comparative purposes, and request documentation from the awarded bidder if prices are deemed to be excessive.

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

SECTION F: SPECIAL PROVISIONS

the same terms and conditions for a period of one (1) additional year, and shall be in effect for each year thereafter for a total period not to exceed two (2) additional one-year intervals.

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 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.

The successful supplier shall utilize only properly insulated equipment capable of maintaining fresh produce products at 40 degrees (F) and produce **shall not exceed 41 degrees (F) at time of delivery.** Delivery trucks shall be clean and available for inspection by State/County Health Departments or USDA representatives.

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;
- designation on whether items are sourced from farms in Washington State.

SECTION F: SPECIAL PROVISIONS

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-address.” Reports shall include the following:

- Product description
- Manufacturer’s number
- 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 Price Form.

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.

SECTION F: SPECIAL PROVISIONS

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 minor irregularities, and make the award in its best interest.

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

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 shall respond to customer inquiries within one business day of receipt of inquiry.

The successful vendor 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 th ; 98117	252-1000
Cleveland	252-7847	5511 – 15 th Ave S.; 98108	252-7800
Franklin	252-6195	3013 S. Mt. Baker Blvd.; 98144	252-6150
Garfield	252-2313	400 – 23 rd Ave.; 98122	252-2270
Hale	252-3751	10750 – 30 th Ave. NE; 98125	252-3680
Ingraham	252-3966	1819 N. 135 th ; 98133	252-3880
Rainier Beach	252-6372	8815 Seward Park S.; 98118	252-6350
Roosevelt	252-4832	1410 NE 66 th ; 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 th St.; 98115	252-5010
Hamilton	252-5835	1610 N. 41 st ; 98103	252-5810
Jane Addams MS	252-4479	11051-34 th Ave NE; 98125	252-4500
Madison	252-9217	3429-45 th Ave. SW; 98116	252-9200
McClure	252-1820	1915 First Ave. W.; 98119	252-1900
Meany	413-2138	301-21 st 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 th St.; 98103	413-2300
Washington	252-2653	2101 S. Jackson; 98144	252-2600
Whitman	252-1227	9201-15 th Ave. NW; 98117	252-1200

MISC. SITES

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

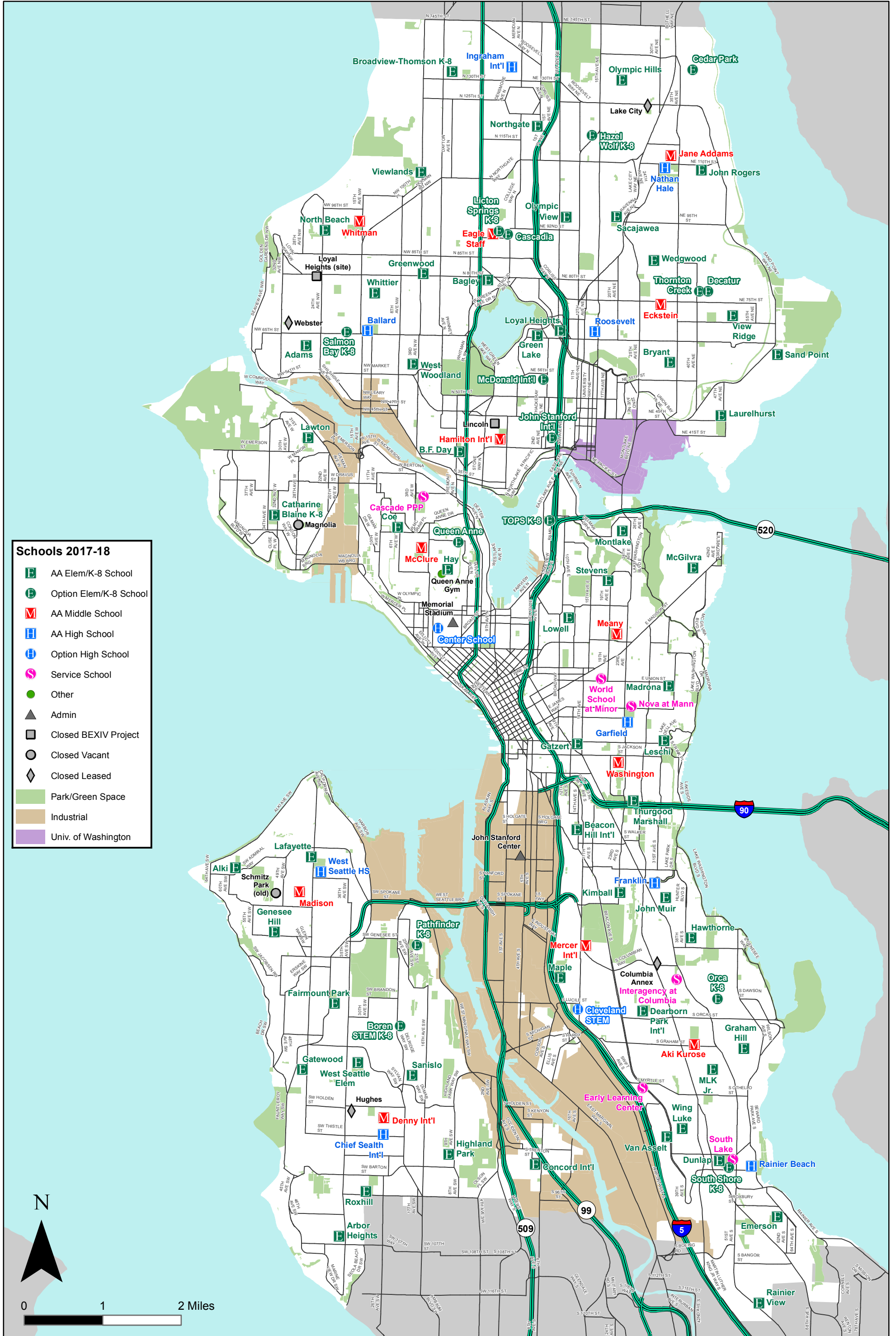
Elementary School Sites

Site Name	Kitchen phone All (206)	Address (Seattle)	Office Phone # All (206)
Adams	252-1312	6110 28 th NW; 98107	252-1300
Alki	252-9058	3010 59 th Ave SW; 98116	252-9050
Arbor Heights	252-9256	3701 SW 104 th ; 98106	252-9250
Bagley	252-15119	7821 Stone Ave N; 98103	252-5110
Beacon Hill	252-2710	2025 14 th Ave S; 98144	252-2700
Blaine K-8	252-1963	2550 34 th Ave W; 98199	2521920
Broadview K-8	252-4114	13052 Greenwood Ave N; 98133	252-4080
Bryant	252-5208	3311 NE 60 th St; 98115	252-5200
Cascadia	413-2032	1700 N 90 th St; 98115	413-2000
Cedar Park	252-4310	13224 - 37 th Ave; 98125	252-4305
Coe	252-2033	2424 - 7 th 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 rd Ave NE; 98108	252-3230
Dunlap	252-7033	4525 S Cloverdale St; 98118	252-7000
E.C. Hughes	252-9585	7740-34 th Ave SW; 98126	252-0630
Emerson	252-7111	9709 60 th 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 th St; 98103	252-5320
Greenwood	252-1429	144 NW 80 th St; 98117	252-1400
Hawthorne	252-7228	4100 39 th Ave S; 98118	252-7210
Hay	252-2111	201 Garfield St.; 98109	252-2100
Hazel Wolf	252-4619	11530-12 th Ave NE; 98115	252-3580
Highland Park	252-8256	1012 SW Trenton St; 98106	252-8240
John Stanford	252-6089	4057 5 th Ave NE; 98105	252-6080
K-8 STEM	252-8460	5950 Delridge Way S; 98106	252-8450
Kimball	252-7287	3200-23 rd 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 th Ave NE; 98105	252-5400
Lawton	252-2141	4000 - 27 th Ave W; 98199	252-2130
Leschi	252-2950	135 – 32 nd Ave; 98122	252-2950
Licton Springs	252-5945	1330 N 90 th St; 98103	252-6000
Lowell	252-3028	1058 E Mercer St; 98102	252-3020
Loyal Heights	252-3589	7735 25 th Av NW; 98117	252-1500
Martin Luther King	252-6779	6725 45 th Ave S; 98118	252-6770
Madrona	252-3122	1121 33 rd Ave; 98122	252-3100
Maple	252-8321	4925 Corson Ave S; 98108	252-8310
McDonald	252-2911	144 NE 54 th St; 98103	252-2900
McGilvra	252-3172	1617 - 38 th Ave E; 98122	252-3160
Montlake	252-3322	2409 – 22 nd Ave E; 98122	252-3300
Muir	252-7413	3301 S Horton St; 98144	252-7400
North Beach	252-1518	9018 24 th Ave NW; 98117	252-1510
Northgate	252-4189	11725 1 st Ave NE; 98125	252-4180
Olympic Hills	413-2229	13018 20 th Ave NE; 98125	413-2200
Olympic View	252-5513	504 NE 95 th St; 98115	252-5500
ORCA	252-6908	5215 - 46 th 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 th St; 98125	252-4320
Sacajawea	252-5558	9501 20 th Ave NE; 98115	252-5550
Salmon Bay	252-1734	1810 NW 65 th St; 98117	252-1720
Sand Point	252-4651	6208 - 60 th 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 th Ave E; 98112	252-3400
Thornton Creek	252-5308	7712 - 40 th 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 th 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 rd Ave NW; 98117	252-4400
West Seattle Elem	252-9460	6760 34 th Ave SW; 98126	252-9450
Wedgwood	252-5681	2720 NE 85 th St; 98115	252-5670
West Woodland	252-1584	5601 – 4 th Ave NW; 98107	252-1650
Whittier	252-1584	1320 NW 75 th 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 District reserves the rights and remedies against the prime supplier for any breach occurring as a result of said subcontractors' performances. The successful supplier 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 SPECIAL CONDITIONS:

- A. For the purpose of these specifications, the term "District" will mean the Seattle School District No. 1, and the terms "distributor, contractor, vendor or supplier" shall mean that company or corporation intending to enter into this Agreement with the District.
- B. The District's Nutrition Services department currently requires approximately \$800,000 worth of fresh produce yearly; however, the District makes no guarantees, either explicit or implied, as to the volume of purchases which will originate under this Agreement.
- C. The seven pages included in Section L, Fresh Produce Bid Price Form provides an example of the types of fresh fruits and vegetable items which the successful vendor can expect to deliver under this Agreement. The inclusion of this list in no way limits the right of the District to purchase other types of fresh fruit and produce or requires the District to purchase all of the types listed.
- D. Award of this Agreement will be made to the qualified vendor offering the lowest cost proposal on the basis of fixed prices, which must be as specified and include any service, delivery, fuel or energy charge, minimum dollar or minimum quantity amounts. The District will audit invoice costs.

SECTION G: SPECIFICATIONS

E. Qualifications of Vendor and Selection Criteria:

1. The vendor must have a recognized place of business.
2. The vendor must meet all State and Municipal Health Department requirements for said type of business.
3. The vendor must show ability to deliver as per schedule.
4. The vendor must have buying procedures which are acceptable to both the District's Contracting Services and Nutrition Services departments.

F. The records and invoice prices of the vendor will be subject to District audit.

G. The quality of products supplied must be as specified by the District.

H. The District retains the right to reject any or all orders as inspected upon delivery.

I. The award of this Agreement shall in no way limit the right of the District to obtain other quotations or bids, in the event of unsatisfactory performance, and to award agreements/contracts to other vendors deemed to be in the best interest of the District.

J. The award of this Agreement shall in no way limit the right of the District to purchase produce through the designated distributor for the U.S.D.A. Department of Defense Fresh Fruit and Vegetable Program using entitlement funds.

K. The award of this Agreement shall in no way limit the right of the District to purchase produce items not listed on this bid from other distributors that have awarded bids with the district directly or through the Puget Sound Joint Purchasing Cooperative.

L. 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).

1-4 GENERAL CONDITIONS:

A. The vendor must invoice separately for each order delivered by location.

B. Orders will be transmitted directly to the vendor based on a mutually agreed to schedule. Vendor must provide on-line/internet, fax and telephone ordering capability or District approved alternate.

C. All orders as packed must be plainly marked with their destination.

SECTION G: SPECIFICATIONS

- D. Prices for items on the bid are firm for the first **90 days**, thereafter, prices shall be adjusted up or down, based on market prices.

Weekly Pricing: Prices for items on the Bid Price Form shall be submitted by 9:00 a.m. Friday for the subsequent week. Prices are then firm for Monday-Friday for that week. Price list must include:

- Product code
- Case Pack
- Case Weight
- Cost per Case to Vendor
- Vendor's Markup per Case
- Total Cost per Case

Prices for additional items requested by the district may be determined by mutual agreement of both parties.

- E. Country of Origin must be listed for each item on vendor invoice if it is outside the US or its territories.

1-5 DELIVERY:

- A. Deliveries will be required on the next school day following order placement unless otherwise arranged.
- B. The District's Central Kitchen requires daily deliveries Monday through Friday, Middle and High school locations may request up to two deliveries per week. A list of delivery locations is included in the bid documents.
- C. Rejection of any delivery will be at the sole judgment of the Director or his/her designee on site at the time of delivery.
- D. Fresh produce will be delivered to the Central Kitchen on regular District and/or school days, Monday through Friday, and between 4:30 a.m. to 5:30 a.m. or at a mutually agreed upon time between Nutrition Services' staff and the successful vendor. Deliveries to middle and high schools will be delivered at a mutually agreed upon time. Meal times for these schools are included in the bid documents. Timely and scheduled delivery of produce items is the essence of this Agreement.
- E. The District reserves the right to add additional delivery locations based on the award of annual grants or changes within the District's food service distribution model.
- F. 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

SECTION G: SPECIFICATIONS

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

1-6 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.

1-7 PRODUCT SPECIFICATIONS:

The descriptions of Produce products listed below contain sizing, grade and package information for each product 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.

FRUIT:

1. Apple, Fuji, US#1

Required pack 163 per case

Preferred case weight 44#

2. Apple, Pink Lady, US #1

Required pack 163 per case

Preferred case weight 44#

3. Apple, Royal Gala, US #1

Required pack 163 per case

Preferred case weight 44#

4. Banana, Green Tip

School Pack

Preferred pack size 150/cs

Preferred case weight 40#

SECTION G: SPECIFICATIONS

5. Grapes, Seedless Green

Preferred case weight 18#

6. Grapes, Seedless Red

Preferred case weight 18#

7. Kiwi, Bulk

Preferred pack size 117/cs

Preferred case weight 27#

8. Nectarine, US #1 Volume Fill

Required pack 70-96

Preferred case weight 24#

9. Orange, Navel or Valencia US #1

Required pack 113 per case

Preferred case weight 40#

10. Pear, Bartlett, US #1

Required pack 135 per case

Preferred case weight 44#

11. Pear, D'Anjou, Green or Red US #1

Required pack 135 per case

Preferred case weight 44#

12. Plum Black

Required pack 40-50 per case

Preferred case weight 28#

13. Tangerine Satsuma

Preferred pack 120 per case

Preferred case weight 25#

VEGETABLES:

14. Broccoli Buds, 3# Bag

Preferred pack 6/3# bags

15. Cabbage, Shred w/Color, 5# bag

Preferred pack 6/5# bags

16. Carrot, Baby Peeled, 2", 5# bag

Preferred pack 4/5# Bags

17. Carrot, Matchstick

Preferred pack 5# bag

SECTION G: SPECIFICATIONS

18. Cauliflower Buds, 3# bag

Preferred pack 3# bags

19. Cucumber, US #1

Preferred pack 36 per case

Preferred case weight 25#

20. Fajita Mix: onions and peppers, approx. 1” square cut

Preferred pack 5# bag

21. Lettuce, Iceberg Head

Preferred pack 24 heads/case

Preferred case weight 35#

22. Lettuce, Leaf, Green Crowns

Preferred case weight 10#

23. Lettuce, Romaine Chopped

Preferred pack 6/2# bags

24. Lettuce, romaine Head

Preferred pack 24 heads/case

Preferred case weight 35#

25. Onion, Red Jumbo

Preferred case weight 25#

26.. Onion, Yellow Jumbo

Preferred case weight 50#

27. Peas, Sugar Snap bulk

Preferred case weight 10#

28. Peas, Sugar Snow bulk

Preferred case weight 10#

29. Pepper, Bell, Green, Choice

Preferred case weight 25#

30. Pepper, Bell, Red, Choice

Preferred case weight 25#

31. Radish, Topped, Loose Pack

Preferred pack 5# bag

32. Salad Mix w/Color

Preferred pack 4/5# bags

33. Spinach, Cleaned,

B02844: Fresh Produce

SECTION G: SPECIFICATIONS

Preferred pack 4/2.5# bags

34. Tomato, Cherry pint

Preferred pack 12 pints/case

Preferred case weight 12#

35. Tomato, Grape, pint

Preferred pack 12 pints/case

Preferred case weight 12#

36. Tomato, Large, Repack

Preferred case weight 25#

SECTION L: FRESH PRODUCE BID FORM

BID NO. B02844
FRESH PRODUCE

BID FORM
(Exhibit 7 of Agreement)

#1

5/10/18

~~MA~~

Corrected Bid Form
5/11/18

1. The undersigned agrees to furnish Fresh Produce products to the Seattle School District No. 1 (District) in compliance with this Invitation to Bid No. B02844, Fresh Produce, 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 Duck Delivery of Washington, Inc.

Contact Name Derek Reich

Telephone 253-891-8918 Fax 253-891-8917

Email derekR@duckdelivery.com

Inside Contact Person Bri Thompson Phone 253-310-6009

Outside Contact Person Ron Gustin Phone 503-724-0979

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, 1-5, DELIVERY.
6. Prices are firm for 90 days after bid opening and thereafter will be subject to escalation, up or down, based upon market prices.
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 Duck Delivery of Washington, Inc.

Signature 

Printed Name Derek Reich

Title General Manager

Address 1509 45th Street East

City/State/Zip Sumner, Wa 98390

Telephone 253-891-8918 Fax 253-891-8917

Email Address derek.r@duckdelivery.com

Federal Tax Identification No. 93-1272266

Bidder acknowledges receipt, understanding and full consideration of Addenda Nos.: No. 1
(list each addendum separately by number)

**B02844: FRESH PRODUCE
BID PRICE FORM**

Vendor Name Duck Delivery of Washington, Inc.

Bid must be as specified and include any service, delivery, fuel or energy charge, minimum dollar or minimum quantity amounts within the Vendor Price per Pound.

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.

In Column C, please provide your Case Pack, Case Weight, Cost per Case to Vendor, Vendor's Markup per Case and Total Cost Per Case. Preferred package sizes are given in **SECTION G: SPECIFICATIONS, 1-7 PRODUCT SPECIFICATIONS.**

For the complete product description of each produce item, please see **SECTION G: SPECIFICATIONS, 1-7 PRODUCT SPECIFICATIONS.**

District Information				Vendor Response		
	Column a	Column b	Column c		Column d	Column e
Description	Price By	Estimated Annual Quantity in Pounds	Vendor Case Information		Vendor Price per Pound	Vendor Total Annual Cost (column b x column d = column e)
Fruit Price by Pound:						
1. Apple, Fuji, US #1 Required pack 163 per case Preferred case weight 44#	lb.	40,000	Case Pack:	163CT	0.417	\$16,680.00
			Case Weight:	40#		
			Cost per Case to Vendor:	\$ 14.14		
			Vendor's Markup per Case:	\$ 2.54		
			Total Cost per Case:	\$ 16.68		
2. Apple, Pink Lady, US #1 Required pack 163 per case Preferred case weight 44#	lb.	5,000	Case Pack:	163CT	0.358	\$1,790.00
			Case Weight:	40#		
			Cost per Case to Vendor:	\$ 12.14		
			Vendor's Markup per Case:	\$ 2.18		
			Total Cost per Case:	\$ 14.32		
3. Apple, Royal Gala, US #1 Required pack 163 per case Preferred case weight 44#	lb.	40,000	Case Pack:	163CT	0.417	\$16,680.00
			Case Weight:	40#		
			Cost per Case to Vendor:	\$ 14.14		
			Vendor's Markup per Case:	\$ 2.54		
			Total Cost per Case:	\$ 16.68		
4. Banana, Green Tip School Pack Preferred pack size 150/cs Preferred case weight 40#	lb.	80,000	Case Pack:	150CT	0.4488	\$35,904.00
			Case Weight:	40#		
			Cost per Case to Vendor:	\$ 16.70		
			Vendor's Markup per Case:	\$ 1.25		
			Total Cost per Case:	\$ 17.95		
5. Grapes, Seedless Green Preferred case weight 18#	lb.	3,000	Case Pack:	18#	1.0817	\$3,245.10
			Case Weight:	18#		
			Cost per Case to Vendor:	\$ 16.50		
			Vendor's Markup per Case:	\$ 2.97		
			Total Cost per Case:	\$ 19.47		

**B02844: FRESH PRODUCE
 BID PRICE FORM**

District Information				Vendor Response			
		Column a	Column b	Column c		Column d	Column e
	Description	Price By	Estimated Annual Quantity in Pounds	Vendor Case Information		Vendor Price per Pound	Vendor Total Annual Cost (column b x column d = column e)
6.	Grapes, Seedless Red Preferred case weight 18#	lb.	10,000	Case Pack:	18#	1.5383	\$15,383.00
				Case Weight:	18#		
				Cost per Case to Vendor:	\$ 23.47		
				Vendor's Markup per Case:	\$ 4.22		
				Total Cost per Case:	\$ 27.69		
7.	Kiwi, Bulk Preferred pack size 117/cs Preferred case weight 27#	lb.	25,000	Case Pack:	117CT	0.9068	\$22,670.00
				Case Weight:	25#		
				Cost per Case to Vendor:	\$ 19.22		
				Vendor's Markup per Case:	\$ 3.45		
				Total Cost per Case:	\$ 22.67		
8.	Nectarine, US #1 Volume Fill Required pack 70-96 Preferred case weight 24#	lb.	5,000	Case Pack:	60/64 Series	1.3723	\$6,861.50
				Case Weight:	22#		
				Cost per Case to Vendor:	\$ 25.59		
				Vendor's Markup per Case:	\$ 4.60		
				Total Cost per Case:	\$ 30.19		
9.	Orange, Navel or Valencia US #1 Required pack 113 per case Preferred case weight 40#	lb.	5,000	Case Pack:	113CT	0.7018	\$3,509.00
				Case Weight:	40#		
				Cost per Case to Vendor:	\$ 23.79		
				Vendor's Markup per Case:	\$ 4.28		
				Total Cost per Case:	\$ 28.07		
10.	Pear, Bartlett, US #1 Required pack 135 per case Preferred case weight 44#	lb.	12,000	Case Pack:	135CT	0.5614	\$6,736.80
				Case Weight:	44#		
				Cost per Case to Vendor:	\$ 20.94		
				Vendor's Markup per Case:	\$ 3.76		
				Total Cost per Case:	\$ 24.70		
11.	Pear, D'Anjou, Green or Red US #1 Required pack 135 per case Preferred case weight 44#	lb.	25,000	Case Pack:	135CT	0.6341	\$15,852.50
				Case Weight:	44#		
				Cost per Case to Vendor:	\$ 23.65		
				Vendor's Markup per Case:	\$ 4.25		
				Total Cost per Case:	\$ 27.90		
12.	Plum, Black Required pack 40-50 per case Preferred case weight 28#	lb.	50,000	Case Pack:	40 Series	1.13	\$56,500.00
				Case Weight:	18#		
				Cost per Case to Vendor:	\$ 17.24		
				Vendor's Markup per Case:	\$ 3.10		
				Total Cost per Case:	\$ 20.34		

**B02844: FRESH PRODUCE
 BID PRICE FORM**

District Information				Vendor Response		
	Column a	Column b	Column c		Column d	Column e
Description	Price By	Estimated Annual Quantity in Pounds	Vendor Case Information		Vendor Price per Pound	Vendor Total Annual Cost (column b x column d = column e)
13. Tangerines Satsuma Preferred pack 120 per case Preferred case weight 28#	lb.	20,000	Case Pack:	12/3#	0.4917	\$24,585.00 \$9,834.00
			Case Weight:	36#		
			Cost per Case to Vendor:	\$ 15.00		
			Vendor's Markup per Case:	\$ 2.70		
			Total Cost per Case:	\$ 17.70		
Total Annual Cost Fruit (sum of 1-13)						\$226,396.90 \$211,645.90

**B02844: FRESH PRODUCE
BID PRICE FORM**

District Information				Vendor Response		
	Column a	Column b	Column c		Column d	Column e
Description	Price By	Estimated Annual Quantity in Pounds	Vendor Case Information		Vendor Price per Pound	Vendor Total Annual Cost (column b x column d = column e)
Vegetable Price by Pound:						
14. Broccoli Buds, 3# Bag Preferred pack 6/3# Bags	lb.	10,000	Case Pack:	6/3#	1.35	\$13,500.00
			Case Weight:	18#		
			Cost per Case to Vendor:	\$ 20.60		
			Vendor's Markup per Case:	\$ 3.70		
			Total Cost per Case:	\$ 24.30		
15. Cabbage, Shred w/Color, 5# bag Preferred pack 6/5# Bags	lb.	3,000	Case Pack:	4/5#	0.7066	\$2,119.80
			Case Weight:	20#		
			Cost per Case to Vendor:	\$ 11.98		
			Vendor's Markup per Case:	\$ 2.15		
			Total Cost per Case:	\$ 14.13		
16. Carrot, Baby Peeled, 2", 5# bag Preferred pack 4/5# Bags	lb.	25,000	Case Pack:	6/5#	0.739	\$18,475.00
			Case Weight:	30#		
			Cost per Case to Vendor:	\$ 18.79		
			Vendor's Markup per Case:	\$ 3.38		
			Total Cost per Case:	\$ 22.17		
17. Carrot, Matchstick Preferred pack 5# bag	lb.	1,000	Case Pack:	4/5#	0.6025	\$6,025.00 \$602.50
			Case Weight:	20#		
			Cost per Case to Vendor:	\$ 10.22		
			Vendor's Markup per Case:	\$ 1.83		
			Total Cost per Case:	\$ 12.05		
18. Cauliflower Buds, 3# bag Preferred pack 4/3# Bags	lb.	6,000	Case Pack:	4/3#	1.717	\$10,302.00
			Case Weight:	12#		
			Cost per Case to Vendor:	\$ 17.46		
			Vendor's Markup per Case:	\$ 3.14		
			Total Cost per Case:	\$ 20.60		
19. Cucumber, US #1 Preferred pack 36 per case Preferred case weight 25#	lb.	25,000	Case Pack:	36CT	0.5284	\$13,210.00
			Case Weight:	25#		
			Cost per Case to Vendor:	\$ 11.20		
			Vendor's Markup per Case:	\$ 2.01		
			Total Cost per Case:	\$ 13.21		
20. Fajita Mix: onions and peppers, approx. 1" square cut Preferred pack 5# bag	lb.	5,000	Case Pack:	5#	3.338	\$16,690.00
			Case Weight:	5#		
			Cost per Case to Vendor:	\$ 14.15		
			Vendor's Markup per Case:	\$ 2.54		
			Total Cost per Case:	\$ 16.69		

**B02844: FRESH PRODUCE
 BID PRICE FORM**

District Information				Vendor Response			
		Column a	Column b	Column c		Column d	Column e
	Description	Price By	Estimated Annual Quantity in Pounds	Vendor Case Information		Vendor Price per Pound	Vendor Total Annual Cost (column b x column d = column e)
21.	Lettuce, Iceberg Head Preferred pack 24 heads/case Preferred case weight 35#	lb.	5,000	Case Pack:	24CT	0.4585	\$2,292.50
				Case Weight:	40#		
				Cost per Case to Vendor:	\$ 15.55		
				Vendor's Markup per Case:	\$ 2.79		
				Total Cost per Case:	\$ 18.34		
22.	Lettuce, Leaf, Green Crowns Preferred case weight 10#	lb.	4,000	Case Pack:	10#	1.626	\$6,504.00
				Case Weight:	10#		
				Cost per Case to Vendor:	\$ 13.78		
				Vendor's Markup per Case:	\$ 2.48		
				Total Cost per Case:	\$ 16.26		
23.	Lettuce, Romaine Chopped Preferred pack 6/2# Bags	lb.	6,000	Case Pack:	6/2#	1.3208	\$7,924.80
				Case Weight:	12#		
				Cost per Case to Vendor:	\$ 13.44		
				Vendor's Markup per Case:	\$ 2.41		
				Total Cost per Case:	\$ 15.85		
24.	Lettuce, Romaine Head Preferred pack 24 heads/case Preferred case weight 35#	lb.	5,000	Case Pack:	24CT	0.4755	\$2,377.50
				Case Weight:	40#		
				Cost per Case to Vendor:	\$ 16.12		
				Vendor's Markup per Case:	\$ 2.90		
				Total Cost per Case:	\$ 19.02		
25.	Onion, Red Jumbo Preferred case weight 25#	lb.	1,000	Case Pack:	25#	0.3304	\$330.40
				Case Weight:	25#		
				Cost per Case to Vendor:	\$ 7.00		
				Vendor's Markup per Case:	\$ 1.26		
				Total Cost per Case:	\$ 8.26		
26.	Onion, Yellow Jumbo Preferred case weight 50#	lb.	3,000	Case Pack:	50#	0.2124	\$637.20
				Case Weight:	50#		
				Cost per Case to Vendor:	\$ 9.00		
				Vendor's Markup per Case:	\$ 1.62		
				Total Cost per Case:	\$ 10.62		
27.	Peas, Sugar Snap bulk Preferred case weight 10#	lb.	7,500	Case Pack:	10#	2.321	\$17,407.50
				Case Weight:	10#		
				Cost per Case to Vendor:	\$ 19.67		
				Vendor's Markup per Case:	\$ 3.54		
				Total Cost per Case:	\$ 23.21		

**B02844: FRESH PRODUCE
 BID PRICE FORM**

District Information				Vendor Response			
		Column a	Column b	Column c		Column d	Column e
	Description	Price By	Estimated Annual Quantity in Pounds	Vendor Case Information		Vendor Price per Pound	Vendor Total Annual Cost (column b x column d = column e)
28.	Peas, Sugar Snow bulk Preferred case weight 10#	lb.	7,500	Case Pack:	10#	2.692	\$20,190.00
				Case Weight:	10#		
				Cost per Case to Vendor:	\$ 22.82		
				Vendor's Markup per Case:	\$ 2.69		
				Total Cost per Case:	\$ 26.92		
29.	Pepper, Bell, Green, Choice Preferred case weight 25#	lb.	15,000	Case Pack:	25#	0.5196	\$7,794.00
				Case Weight:	25#		
				Cost per Case to Vendor:	\$ 11.01		
				Vendor's Markup per Case:	\$ 1.98		
				Total Cost per Case:	\$ 12.99		
30.	Pepper, Bell, Red, Choice Preferred case weight 25#	lb.	25,000	Case Pack:	25#	0.7556	\$18,890.00
				Case Weight:	25#		
				Cost per Case to Vendor:	\$ 16.01		
				Vendor's Markup per Case:	\$ 2.88		
				Total Cost per Case:	\$ 18.89		
31.	Radish, Topped, Loose Pack Preferred pack 5# bag	lb.	8,000	Case Pack:	25#	0.814	\$6,512.00
				Case Weight:	25#		
				Cost per Case to Vendor:	\$ 17.25		
				Vendor's Markup per Case:	\$ 3.10		
				Total Cost per Case:	\$ 20.35		
32.	Salad Mix w/Color Preferred pack 4/5# Bags	lb.	10,000	Case Pack:	4/5#	0.6545	\$6,545.00
				Case Weight:	20#		
				Cost per Case to Vendor:	\$ 11.10		
				Vendor's Markup per Case:	\$ 1.99		
				Total Cost per Case:	\$ 13.09		
33.	Spinach, Cleaned Preferred pack 4/2.5# Bags	lb.	1,000	Case Pack:	4/2.5	1.312	\$1,312.00
				Case Weight:	10#		
				Cost per Case to Vendor:	\$ 11.12		
				Vendor's Markup per Case:	\$ 2.00		
				Total Cost per Case:	\$ 13.12		
34.	Tomato, Cherry pint Preferred pack 12 pints/case Preferred case weight 12#	lb.	12,000	Case Pack:	12PT	1.075	\$12,900.00
				Case Weight:	12#		
				Cost per Case to Vendor:	\$ 10.94		
				Vendor's Markup per Case:	\$ 1.96		
				Total Cost per Case:	\$ 12.90		

**B02844: FRESH PRODUCE
 BID PRICE FORM**

District Information				Vendor Response			
	Column a	Column b	Column c		Column d	Column e	
	Description	Price By	Estimated Annual Quantity in Pounds	Vendor Case Information		Vendor Price per Pound	Vendor Total Annual Cost (column b x column d = column e)
35.	Tomato, Grape, pint Preferred pack 12 pints/case Preferred case weight 12#	lb.	30,000	Case Pack:	12PT	0.735	\$22,050.00
				Case Weight:	12#		
				Cost per Case to Vendor:	\$ 7.48		
				Vendor's Markup per Case:	\$ 1.34		
				Total Cost per Case:	\$ 8.82		
36	Tomato, Large, Repack Preferred case weight 25#	lb.	5,000	Case Pack:	25#	0.5704	\$2,852.00
				Case Weight:	25#		
				Cost per Case to Vendor:	\$ 12.09		
				Vendor's Markup per Case:	\$ 2.17		
				Total Cost per Case:	\$ 14.26		
Total Annual Cost Vegetables (sum of 14-36)					\$211,418.20	\$216,840.70	
TOTAL ANNUAL COST (A+B)=C					\$423,064.10	\$443,237.60	

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

Please submit one (1) hard copy and one (1) electronic copy on a CD or USB flash drive of the Bid Price Form.
 To request a copy of the excel Bid Price form please email:
contractingservices@seattleschools.org



May 2, 2018

ADDENDUM NO. 1

**NOTICE TO BIDDERS OF BID NO. B02844
FRESH PRODUCE
CALLED FOR MAY 10, 2018 AT 10:00 A.M.**

This addendum shall become part of the Contract Documents and modifies the original Bidding Documents for Bid No. B02844: Fresh Produce. Acknowledge receipt of this Addendum by number in the space provided on Page 2 of **SECTION L: FRESH PRODUCE BID FORM**. Failure to do so may subject the Bidder to disqualification.

ANSWERS TO QUESTIONS:

Question No. 1: On the Bid Price Form in column C you ask for a cost per case to vendor, are we basing our cost from the week that the bid is due or is there a specific time period that you would like us to pull our pricing from?

Answer: Prices are firm for **90 days** after bid opening and thereafter will be subject to escalation, up or down, based upon market prices.

Weekly Pricing: Prices for items on the Bid Price Form shall be submitted by 9:00 a.m. Friday for the subsequent week. Prices are then firm for Monday-Friday for that week.

Please see Section G: SPECIFICATIONS, 1-4 GENERAL CONDITIONS: Item D.

Question No. 2: Bid Price Form: Seasonality pricing. What is the preferred pricing structure that would best represent the year? A cost-plus program based on a set dollar or percentage that spans the year. Pricing that is locked per month or quarter (or time frame to be defined). Or a combination of the two?

- a. e.g. - Bid for bananas could be \$18 for June-October, \$18.50 for November-December, \$19.00 for January-March, and \$18.10 for April-June. Therefore you know your 'locked' pricing well before those times, rather than saying the price will be +\$2.70 FOB
- b. Seasonality of produce – some products have seasonality. i.e. - #12 Black Plums. What is the best way to communicate seasonality of pricing and availability?

Answer: Please see the answer to Question No. 1.

Exhibit 8

Question No. 3: Section F: Prices – (Bid Price Form). The inclusion of a ‘Fuel Surcharge’, ‘Minimum Dollar’ or ‘Minimum Quantity’ should be (if applicable) noted how on the Bid Price Form Column D? Or would that be noted as a general requirement in the submission form (please advise on the best right method to articulate that on the bid form).

Answer: Bid must be as specified and include any service, delivery, fuel or energy charge, minimum dollar or minimum quantity amounts within the Vendor Price per Pound. The amount in Column d of the Bid Price Form will include all charges for the Vendor Cost per Pound amount.

Question No. 4: Section H: Product delivery locations.

- c. Do any of the Elementary schools take a delivery?
- d. If so, how many deliveries (per week on average) do any of the site locations require?

Answer:

- c. Yes, elementary schools participating in the Fresh Fruit and Vegetable program receives deliveries. In 2017-18 there are 12 sites that receive deliveries twice per week. We anticipate a similar number of sites for 2018-19.
- d. The Central Kitchen receives daily deliveries. In addition to twice weekly deliveries for elementary sites, the secondary school sites receive 1-2 deliveries per week.

Question No. 5: Section J: ‘Kitchen Manager Start Time’

- e. Are the times listed the earliest delivery time available for those locations?

Answer: Yes, kitchen managers must be on site to receive produce deliveries. Start times vary, we will work with the successful vendor to develop a mutually agreed upon schedule.

Question No. 6: Other: Are follow up questions to my questions above allowed?

Answer: The last day for questions deadline was April 27, 2018 at 2:00 p.m.

END OF ADDENDUM NO. 1



Diane T. Navarro
Contracting Services Manager

DESCRIPTIONS (Continued from Page 1)

CANCELS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE

General Liability

Supplementary Payments (continued)

- b. release attachments;
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
 - 1. attorney fees or litigation expenses; or
 - 2. other loss, cost or expense;
 in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured

Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Reference Copy

Who Is An Insured

(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Reference Copy

General Liability

Who Is An Insured (continued)

Volunteers Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Reference Copy

Who Is An Insured

Vendors
(continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
 - 1. ownership, maintenance or use of any assets; or
 - 2. conduct of any person or organization whose assets, business or organization;

Reference Copy

General Liability

Who Is An Insured

Limitations On Who Is An Insured (continued)

you acquire, either directly or indirectly, for any:

- **bodily injury or property damage** that occurred; or
- **advertising injury or personal injury** arising out of an offense first committed;

in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- **claims made or suits brought;** or
- **persons or organizations making claims or bringing suits.**

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- **damages for bodily injury and property damage, except damages included in the products-completed operations hazard; and**
- **medical expenses.**

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury and property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury and personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- **damages for bodily injury and property damage; and**
- **medical expenses;**

arising out of any one occurrence.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

Reference Copy

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit
(continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

General Liability

Conditions

Other Insurance (continued)

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
 2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

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

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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.
Duck Delivery of Washington, 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.
8448 NE 33rd Dr, Ste 200

6 City, state, and ZIP code
Portland, OR 97211

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

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

9	3	-	1	2	7	2	2	6	6
---	---	---	---	---	---	---	---	---	---

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 ► *Carl L. L.*

Date ► *1/3/2018*

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.

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.*

List of Seattle Public Schools Participating in the Fresh Fruits Vegetables Program

High Schools

1. Ballard
2. Cleveland
3. Franklin
4. Garfield
5. Hale
6. Ingraham
7. Rainier Beach
8. Roosevelt
9. Sealth/Denny
10. Seattle World School
11. West Seattle
12. Lincoln

Middle Schools

1. Aki Kurose
2. Eckstein
3. Hamilton
4. Jane Addams MS
5. Madison
6. McClure
7. Meany
8. Mercer
9. Robert Eagle Staff &
10. Licton Springs
11. Washington
12. Whitman

Elementary Schools

1. Adams
2. Alki
3. Arbor Heights
4. Bagley
5. Beacon Hill
6. Blaine K-8
7. Broadview K-8
8. Bryant
9. Cascadia
10. Cedar Park
11. Coe
12. Concord

13. Day
14. Dearborn Park
15. Decatur
16. Dunlap
17. E.C. Hughes
18. Emerson
19. Fairmount Park
20. Gatewood
21. Gatzert
22. Genesee Hill
23. Graham Hill
24. Green Lake
25. Greenwood
26. Hawthorne
27. Hay
28. Hazel Wolf
29. Highland Park
30. John Stanford
31. K-8 STEM
32. Kimball
33. LafayetteLaurelhurst
34. Lawton
35. Leschi
36. Licton Springs
37. Lowell
38. Loyal Heights
39. Martin Luther King
40. Magnolia
41. Madrona
42. Maple
43. McDonald
44. McGilvra
45. Montlake
46. Muir
47. North Beach
48. Northgate
49. Olympic Hills
50. Olympic View
51. ORCA
52. Pathfinder
53. Queen Anne
54. Rainier View
55. Rogers
56. Sacajawea

57. Salmon Bay
58. Sand Point
59. Sanislo
60. South Shore K-8
61. Stevens
62. Thornton Creek
63. Thurgood Marshall
64. TOPS K-8
65. Van Asselt
66. View Ridge
67. Viewlands
68. West Seattle Elem
69. Wedgwood
70. West Woodland
71. Whittier
72. Wing Luke @ OVA

Miscellaneous sites

1. Central Kitchen @ JSCEE