



**LONGVIEW SCHOOL DISTRICT NO. 122**

**CAFETERIA SUPPLEMENTAL SPECIALTY FOOD SUPPLIES**

**INVITATION TO BID 24-0626-11**

## **LONGVIEW SCHOOL DISTRICT NO. 122**

### **LONGVIEW, WASHINGTON**

### **CALL FOR BIDS**

Notice is hereby given that sealed bids for **CAFETERIA BAKERY, PRODUCE, DAIRY, SUPPLEMENTAL FOOD, AND PAPER SUPPLIES** will be received at the Business Office of the Longview School District No. 122, 2715 Lilac Street, Longview, Washington, 98632 up until 11:00 a.m. on Wednesday, June 26, 2024, at which time sealed bids will be publicly opened.

Sealed bids may be mailed to the address above or dropped off at the Business Office in person between the hours of 8:00 a.m. and 04:00 p.m., Monday through Friday, with the exception of June 19, 2024, when the Business Office is closed for a Federal Holiday.

Specifications are available by sending an email to [purchasing@longview.k12.wa.us](mailto:purchasing@longview.k12.wa.us), calling the Purchasing Department at 360-575-7905, or on the Longview Public Schools website at <https://www.longviewschools.com/departments/business-services/bids-proposals>.

Bids received after the time set for opening cannot be considered.

The School District reserves the right to reject any or all bids and to waive any informalities and/or irregularities.

Dated this 13th day of June, 2024, by order of the Board of Education of the Longview School District.

Dr. Daniel Zorn  
Superintendent

Publish: **6/13/2024**  
**6/20/2024**

## **CAFETERIA SUPPLEMENTAL SPECIALTY FOOD SUPPLIES**

### **INVITATION TO BID 24-0626-11**

#### **CONTENTS**

Part I	Schedule	Page 4
Part II	Instructions to Bidders	5
Part III	Provisions	7
Part IV	Specifications	11
Part V	Delivery Instructions	12
Part VI	Alternates and Exceptions	13
Part VII	Signature Pages (including certifications regarding debarment, lobbying and the Buy American Provision)	14
Part VIII	Bid Forms	18

## **CAFETERIA SUPPLEMENTAL SPECIALTY FOOD SUPPLIES**

### **INVITATION TO BID 24-0626-11**

#### **PART I SCHEDULE**

Bid advertisement	June 13 and June 20, 2024
Questions accepted	June 13 – June 20, 2024
Addendum issued (if necessary)	June 21, 2024
Sealed Bids Due	June 26, 2024 11:00 AM
Bakery Bid Opening	June 26, 2024 11:00 AM
Dairy Bid Opening	June 26, 2024 11:15 AM
Paper Supplies Bid Opening	June 26, 2024 11:30 AM
Produce Bid Opening	June 26, 2024 11:45 AM
Supplemental Food Bid Opening	June 26, 2024 12:00 PM
Tabulation of Bids	June 27 – July 5, 2024
Recommendation to Board	July 8, 2024
Bid Award and Purchase Order Issued	July 15, 2024

## PART II INSTRUCTIONS TO BIDDERS

1. State of Washington statutes require the Longview School District to go through a prescribed bidding process on all purchases over defined dollar limits. The district takes the bidding process seriously and its intent is to solicit bids that are accurate and that each bidder intends to honor
2. It shall be the duty of the bidder to submit his bid on or before the hour and date specified. Longview School District No. 122 shall assume no responsibility for delay in U.S. Mail, Federal Express or other service, which results in late arrival of bid.
3. Bids shall be enclosed in a sealed envelope, properly addressed and marked in the lower left hand corner with the name of bidder, title of bid, date and hour of bid opening and bid number, and addressed to:

Longview School District No. 122  
Attn: Purchasing Department  
2715 Lilac Street  
Longview, WA 98632
4. Bids may be changed in any way or withdrawn at any time, UP TO the time of bid opening.
5. Telephone, emailed or faxed bids will not be considered; modifications via email or fax may be considered providing the official bid form has already been received by the District and the email or fax is received prior to the time of the bid opening.
6. Should discrepancies or omissions occur in specifications or bidder is in doubt as to their meaning, notify the Purchasing Department by email at [Purchasing@longview.k12.wa.us](mailto:Purchasing@longview.k12.wa.us) or by telephone at 360-575-7905. A written correction or addendum will then be sent to all bidders. The district will not be responsible for oral interpretations.
7. Proposals shall be on the forms provided herein. The completed forms shall be in ink or typewritten. Alterations or erasures shall be stated clearly in ink or typewritten and shall be initialed by an official representative of the bidder. If additional space is required for alternates or explanation, use enclosed Part VI-Alternates & Exceptions.
8. Each bid must be signed by the bidder with his/her usual signature in longhand with the name of the firm and title of signer printed or typed, Part VII-Signature Pages
9. AFTER BID OPENING, bids cannot be changed or withdrawn. If accepted, the bid is considered to be a binding contract that you as the bidder will be expected to honor. If for any reason you do not perform the contract, the district can be expected to take whatever action it feels is appropriate to either require performance or to recover any losses or increased costs incurred by the district as a result of failure to honor the bid.
10. Longview School District No. 122 reserves the right to reject any and all bids, or items bid, and

waive informalities with respect thereto, and award bid in the best interest of the district.

11. The final time period to submit a bid protest is 4:00 p.m. on the 2nd day after opening.
12. A bidder shall, immediately after being notified that he is successful bidder, enter into agreement within ten (10) days with Longview School District No. 122 pursuant to all terms and conditions contained herein.

## PART III PROVISIONS

1. Each bid must conform to the terms, conditions, specifications, and bid forms of this Invitation to Bid, all of which shall become part of the bid evaluation, award, and purchase agreement process.
2. The Longview School District, hereinafter referred to as the District, reserves the right to reject any and/or all bids and to waive any irregularities and/or any informalities in any bid except those contrary to law. The District reserves the right to award as specified under this bid, or any alternate bids, whichever is in the best interest of the District.
3. To receive consideration, bids received shall comply with all requirements of this Invitation to Bid.
4. Longview School District No. 122 District is an Equal Opportunity district in education programs, activities, services, and employment. Longview School District does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran, or military status, sexual orientation, gender expression or identity, genetic information, disability, or the use of a trained dog guide or service animal.

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

5. Unless stated otherwise in the specifications, bid prices shall be firm, fixed, and shall be the maximum as set forth. Any deviation from the specifications, if defined as part of this contract form must be clearly pointed out, otherwise it will be considered that items offered are in compliance with specifications and successful bidder will be held responsible therefore. Deviations must be bid as alternates and explained on the enclosed Part VI-Alternates & Exceptions. State cash discount, if any, as a percentage; the percentage, if any, will be used to determine your bid price.
6. The Bidder shall supply all labor, equipment, and materials required to supply and deliver Supplemental Specialty Food to Longview School District No. 122.

7. In determining "lowest responsible bidder", in addition to price, the following elements shall be given consideration:
  - a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required
  - b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder
  - c. Whether the bidder can perform the contract within the time specified
  - d. The quality of performance of previous contracts services
  - e. The previous and existing compliance by the bidder with laws relating to the contract or services
  - f. Such other information as may be secured having a bearing on the decision to award the contract
  - g. All things being equal, the District reserves the right to award bids in the best interest of the District, whether on a total basis or any item individually whichever will ensure the greatest benefit to the District, special provisions notwithstanding. Bidder otherwise must state that he is bidding all or nothing. The Longview School District reserves the right to reject the bid on any single item if the price on such item exceeds the budget constraints of the district.
8. The following specifications shall apply as common to all items or individually to each item, whichever applies hereunder as a part of and binding to the bids submitted. Methods of testing, if deemed particular to clarification of specifications shall be described hereunder. Testing methods are at the sole discretion of the District.
9. The estimated quantity of bid items is based upon the best current estimate of consumption by district schools and departments for the 2024-25 school year. The District reserves the right to increase or decrease purchases of each bid item in conformity with the actual requirements of district programs. The district also reserves the right to add and/or delete items from these categories as deemed in the best interest of the District.
10. However, the Longview School District's estimated annual usage should be used as the minimum basis for discount schedule calculation. The Longview School District No. 122 makes no guarantees, either explicit or implied, as to the volume of purchases which will originate under this contract.
11. The District desires a contract which would include the accumulated annual quantities and dollar expenditures of all participating school districts and private schools as the basis for the specific discount schedule for Supplemental Specialty Food.
12. The Longview School District has prepared this cooperative bid document to procure Supplemental Specialty Food to meet the requirements of all K-12 school districts and private schools in the States of Washington & Oregon. Each school district and private school that chooses to participate or access this contract will be required to execute an Intergovernmental Cooperative Purchasing Agreement with the Longview School District to satisfy legal issues. Each participating district and private school shall prepare and execute an Interlocal Agreement document which shall be submitted in duplicate to the Longview School District's purchasing department for execution by the district's Board of Directors. The district will return one copy of the fully-executed Interlocal Agreement to the participating district or private school for their permanent file.



13. Terms of this bid/contract shall empower any school district or private school to contact the successful vendor directly to meet the specific needs of their district without any notice or involvement with the Longview School District or its representatives. The annual contract is open-ended in nature and shall serve as a convenience to any school district or private school that may choose to participate in the contract. The Longview School District will not require any fee for service to access this bid/contract.
14. Each Participating school district and private school shall have the option to purchase any or all of product categories offered by the successful vendor. The District, along with all participating school districts or private schools, reserves the right to purchase Supplemental Specialty Food in conformity with the actual requirements and available funding.
15. In accordance with Uniform Grant Guidance 2 CFR 200.214, Longview School District cannot contract with vendors who are suspended or debarred. Each bidder must sign the attached certification regarding debarment and suspension, Part VII.
16. Vendors must certify in writing that their company complies with the Buy American Provision, or provide an explanation as to why it cannot certify compliance.
17. Vendors must certify in writing that their company has not used federal funds to participate in lobbying activities in connection with procurement contracts exceeding \$100,000 contract value.
18. The term of this contract shall extend from July 16, 2024 to July 15, 2025 for the 2024-2025 School Year.
19. Termination of Purchase Agreement. Termination for Convenience: In addition to its other rights to terminate, the District may terminate this purchase agreement in whole or in part, at any time and for any reason by giving thirty (30) calendar days notification sent certified mail, return receipt requested, to the awarded vendor when it is determined to be in the best interest of the District. During the thirty (30) day period, awarded vendor shall wind down and cease its service as quickly and efficiently as possible, without performing unnecessary services and activities and by minimizing negative effects on the District from such winding down and cessation of services. If this purchase agreement is terminated, the District shall be liable only for payment in accordance with the terms of the purchase agreement for satisfactorily rendered product and services prior to the effective date of termination. Termination charges shall not apply unless they are subsequently agreed upon by both parties, and in no instance shall a vendor be entitled to overhead, profit, or other compensation for work not performed or products not delivered.
20. If the awarded vendor fails or refuses to furnish any materials or services and/or to complete delivery thereof within the specified time or times, or any extensions thereof, and such default continues for more than ten (10) days after written notice thereof by the District, the District shall have the right to procure such materials and services on the open market, and the awarded vendor shall be liable to the District for any excess cost occasioned thereby.

21. The award of this contract shall in no way limit the right of Longview School District No. 122 to obtain other quotations and bids and to award contracts deemed to be in the best interest of the School District.
22. The District will process payments in a timely manner after receipt and acceptance of product, supplies, and/or services are complete. District purchase order number must be shown on all invoices.
23. Qualifications of Distributors and Selection Criteria:
  - a. The distributor must have a recognized place of business.
  - b. The distributor must meet all State and Municipal Health Department requirements for said type of business.
  - c. Distributor must show ability to deliver as per schedule and to deliver exact amount of quantities ordered by each school.
  - d. Distributor must have buying procedures that are acceptable to the Purchasing Department of the Longview School District.
24. The records and invoice prices of the supplier will be subject to audit by Longview School District No. 122.

## **PART IV SPECIFICATIONS**

1. An example of the estimated annual usage of Supplemental Specialty Food that the supplier can expect to deliver under this contract can be found in Part VIII Bid Forms. The inclusion of this list in no way limits the right of the District to purchase other types of Supplemental Specialty Food items, or requires the District to purchase all of the types listed.
2. The quality of Supplemental Specialty Food items supplied shall be as specified by Longview School District No. 122.
3. The School District retains the right to reject any or all orders as inspected upon delivery.
4. The vendor shall invoice separately for each order whether delivered to a school or to the District's warehouse.

## **PART V DELIVERY INSTRUCTIONS**

1. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all prices shall be F.O.B. destination inside, or point of use shall be in force, unless so otherwise instructed below. Prices shall include all shipping, handling and packaging costs and be exclusive of Washington State sales tax and Federal excise tax.
2. **FUEL SURCHARGES:** The District understands the dynamic nature of the fuel market. The District expects that prices submitted shall include shipping and delivery costs. However, if bidder typically assigns a fuel surcharge to their orders when fuel reaches a certain price, those details, including specific price and specific surcharge, must be clearly submitted with the proposal or charges will not be honored.
3. Orders will be placed directly with the distributor by the Nutrition Services Office.
4. The distributor will separately pack each order delivered to a school.
5. All orders as packed shall be plainly marked as to destination.
6. Deliveries for the Longview School District should be sent to school addresses provided by the Nutrition Services Department of the Longview School District and participating school districts.

All Longview School District orders should be delivered to the Longview School District Warehouse:

Longview School District Warehouse  
2715 Hudson St.  
Longview, WA 98632

7. Timely and scheduled delivery of food products is of the essence for this contract.
8. All deliveries to schools must be made between 8:00 am and 3:00, Monday through Friday, as requested by the Longview School District.

## **PART VI ALTERNATES AND EXCEPTIONS**

Bidders who are bidding items as specified, but wish to use their catalog number for reference should check box "As Specified", and then enter vendor's catalog number. If bidder is bidding an alternate, please enter the description on the line provided for alternate.

State below any changes in standard of quality or specifications you wish to take. Show alternate proposal(s) and bid price.

### **NOTE\***

**THE DISTRICT MAY ASK THE VENDOR TO EXTEND THESE PRICES FOR UP TO AN ADDITIONAL FOUR YEARS. THIS WILL BE AT THE VENDOR'S OPTION. IF THE VENDOR AGREES TO THE REQUEST THEY MUST NOTIFY THE DISTRICT IN WRITING OF THEIR INTENT TO CONTINUE THIS CONTRACT PRIOR TO THE END OF THE CURRENT BID CONTRACT.**

**Bidders must convert their unit price to match the bid specifications.**

## PART VII SIGNATURE PAGES

Cash discount \_\_\_\_\_% for payment within thirty (30) days of submittal of invoice for work performed or goods received, and for public works projects, submittal of all documents required.

It is acknowledged that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the Longview School District No. 122. The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects fair and without collusion or fraud.

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

**By:** \_\_\_\_\_

**Signature/Title**

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_ **Tel. No** \_\_\_\_\_

**Email address:** \_\_\_\_\_

## CERTIFICATION REGARDING DEBARMENT

\_\_\_\_\_ certifies that to the best of their knowledge/belief that neither \_\_\_\_\_ as an individual and/or the company and its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

\_\_\_\_\_ shall provide immediate written notice to Longview School District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Longview School District should determine at any time that this certification is false, Longview School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should individual/company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- A. Checking the federal Excluded Parties List System (EPLS); or
- B. Collecting a certification from that person if allowed by this rule; or
- C. Adding a clause or condition to the covered transaction with that person.

We agree by signing this agreement that we 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. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

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.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS**

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

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

---

Authorized Signature

---

Date

---

Printed Name



## **CERTIFICATION REGARDING BUY AMERICAN PROVISION**

### **BUY AMERICAN PROVISION**

By submitting and signing this bid, the bidder acknowledges and 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. Supplemental Specialty Food 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.

---

Authorized Signature

---

Date

---

Printed Name