

PROCUREMENT REVIEW PACKET

Distributor: Food Products, Supplies and Commodity Storage Bid – RFP#1- 202223

Independent Cost / Price Analysis (Prepared Prior to Solicitation)

Category	Amount
Total Cases (2021-22 Usage)	1,641,799
Estimated Contract Value	\$62,775,300
Average Cost per Case	\$38.23

This independent estimate was developed prior to receipt of bids or proposals based on historical 2021-22 usage and expenditure data, in accordance with 2 CFR 200.324.

Supporting Documentation Included in This Packet:

- Affidavit of Publication – Distributor Bid (December 2021)
- Food Products, Supplies and Commodity Storage Bid RFP#1-202223
- Contract #1-202223 (7-1-2022 to 6-30-2023)
- Renewal #1-202223 (7-1-2023 to 6-30-2024)
- Renewal #2-202223 (7-1-2024 to 6-30-2025)
- Renewal #2-202223 (7-1-2025 to 6-30-2026)

**Award Spreadsheet
PUGET SOUND JOINT PURCHASING COOPERATIVE**

8-Mar-22

PUGET SOUND BID POINTS COMPARISON

Bid #1-2017 - Food Products, Disposables and Commodity Storage

Award Criteria	Dec. 10, 2021 Attended Pre-Bid Meeting	Feb. 17, 2022 Attended Bid Opening	Bid Was Complete All Required Docs	Call/Email Declining to bid	Submitted Questions On Bid	Bid On Parts/Items Of Bid	Total Product Bid Amount	Bid and Non Bid Pricing	Commodity Storage Pricing
Distributor									
US Food Service	Yes	Yes	Yes	Submitted Bid	Yes	Yes	\$64,227,394	Yes	Yes
Harbor Wholesale	Yes	No	NA	email	Yes	No Bid	NA		
SYSO	Yes	No	NA	NA	Yes	No Bid	NA		
Gold Star	Yes	No	NA	Letter	Yes	No Bid	NA		

Bid Awarded to US Food Service

Only Bid

Pricing for delivery is less than current contract

PSJPC

Puget Sound Joint Purchasing Cooperative

Request for Proposal (RFP) for Prime Vendor for
FOOD PRODUCTS, SUPPLIES AND COMMODITY STORAGE

RFP #202223-1

C. Lincoln Pierce, RFP Bid Coordinator/PSJPC Executive Director

Phone: 253-405-5886

E-mail: lincoln.pierce@pugetsoundcoop.org

Issued: December 10th, 2021

Due: February 17th, 2022 – 11 AM PST

Bid Submission Address:

**Renton School District
Nutrition Services Department
ATTN: PSJPC RFP #202223-1
409 S. Tobin St.
Renton, WA 98057**

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ATTACHMENTS ARE AVAILABLE FOR DOWNLOAD AT www.pugetsoundcoop.org.

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SECTION I: GENERAL INFORMATION

A. Definitions

Appendix – A document provided for Proposer's reference

Attachment – Any item the RFP requires a Proposer to submit as part of the Offer.

Base Price – means "landed cost" or invoiced cost, less promotional allowances, plus freight.

CN – means Child Nutrition in reference to USDA product certification.

Cost Price Proposal – Attachment T of our Request for Proposal.

Distributor – means a commercial food purveyor, who purchases, receives and/or stores commercial food products, related food service goods, and handling of USDA Foods such as brown box and finished end products. The Distributor in turn, sells, delivers, and bills the SFA for the goods and/or services provided.

Geographic Preference - means locally grown/raised within Washington or the states touching the borders of Washington, specifically, Oregon and Idaho.

Member district (or districts) – means any school district or ESD that participates in services offered by PSJPC.

NOI – means Net Off Invoice value pass through method for USDA Foods Further Processing

Offer – means proposal or quotation

OSPI – means The Washington State Office of Superintendent of Public Instruction

Proposal – means formal offer submitted in response to this RFP.

Proposer – is a Prime Vendor submitting a proposal in response to this RFP.

Proprietary Information – means information such as patents, technological information or other related information that the Vendor or Consultant does not want release or shared with the public

PSJPC – means Puget Sound Joint Purchasing Cooperative and the entity issuing this RFP.

Qualified Supplier – means "vendor" or "contractor" or "bidder"

RFP – means Request for Proposal.

RFP Amendment (or Addendum) – means a written document that is authorized by PSJPC representative and issued for the purpose of making changes to the RFP.

SFA – School Food Authority

Subcontract – means any contract, express or implied, between the Vendor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making of furnishings of any material or any service required for the performance of the contract.

Successful Proposer – means the Proposer that is awarded a contract.

B. Introduction and Background

1. The purpose of the Puget Sound Joint Purchasing Cooperative (PSJPC) Request for Proposal (RFP) is to solicit competitive proposals from qualified suppliers (herein after referred to as "vendor" or "contractor" or "bidder") for food, supplies, and commodity storage.

2. The PSJPC is a food service purchasing cooperative in the State of Washington, with district from Long Beach in the South to Spokane in the East and North to Blaine. Currently, we represent 130 different school districts and ESD's and serve approximately 400,000 meals to children daily. The PSJPC represents one of the largest buying groups in the State of Washington with annual purchases, pre-pandemic, of approximately \$55 - \$60 million, with anticipated purchases for 2022-2023 to be \$60 - \$70 million.

3. All participating member districts participate in purchases from this contract, but districts are not required to purchase all products from the awarded distributor.

4. New districts petition to join the PSJPC and are approved by the PSJPC Board. A list of member school districts is in Appendix 1.

5. The PSJPC intends to award this contract to the vendor/vendors that show(s) the ability to perform and offer(s) the PSJPC member district the best overall value, best quality of products, deliveries that meet districts needs and quality customer support services.

3. Do not contact PSJPC Board member or PSJPC member districts with questions. No PSJPC board member or member district shall be responsible for any oral corrections, interpretations, errors, conflicts, omissions, or additional compensation prior to the award.

SECTION II: SOLICITATION OVERVIEW

A. Acquisition Authority

1. The Puget Sound Joint Purchasing Cooperative (PSJPC) issues this Request for Proposal (RFP).

B. Contract Formation

1. A Bid submitted in response to the Solicitation is an offer to contract with PSJPC. A bid or Proposal becomes a contract only when legally awarded and accepted in writing by PSJPC and approved by the PSJPC Board. The contract is with the PSJPC and its members.

C. Solicitation Amendments

1. Prior to submittal due date and time, the PSJPC reserved the right to change portions of this RFP.

2. Any changes or corrections will be by one or more written amendment(s), dated, attached to, or incorporated in, and made a part of this solicitation document.

3. All changes and or corrections will be posted in the Bid section of the PSJPC website at www.pugetsoundcoop.org.

4. All changes must be authorized and issued in writing by the PSJPC Board. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

5. Only Bidders who have properly registered and downloaded the original solicitation directly via www.pugetsoundcoop.org will receive notification of amendments and other correspondence pertinent to the procurement.

6. All current Bidder and Bidders who have requested to be notified of PSJPC bids, will be given notice of the current request for proposal and requirements to register at the PSJPC website.

D. Incorporation of Documents into Contract

1. This Solicitation document, any subsequent Amendments and the Bidder's Response will be incorporated into the resulting Contract.

E. Right to Cancel

1. The PSJPC reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

F. Non-Endorsement and Publicity

1. In selecting a Bidder to Distribute Food Products and Supplies to the PSJPC Purchasers, neither the PSJPC nor the Purchasers are endorsing the Bidder's Products or Business, nor suggesting they are the best or only solution to meet their needs.

G. Minority and Women Owned Business Enterprises (MWOBE)

1. In accordance with the legislative findings and policies set forth in RCW 39.19, the PSJPC encourages participation in all of its Contracts by Minority and Women Owned Business Enterprise (MWOBE) firms, either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the PSJPC does not give preferential treatment, it does seek equitable representation from the minority and women's business community.
2. Participation may be either on a direct bases in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Bids and Proposals, no minimum level of MWOBE participation shall be required as condition for receiving an award, and Bids and Proposals will be evaluated, rejected or considered non-responsive on that basis.
3. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Bidders may contact Office of Minority and Woman Owned Business Enterprise (OMWBE) to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Bidders from inviting others from participation from non MWOBE firms as well as MWOBE firms.
4. Bidders who are MWOBE or intend to use MWOBE Subcontractors are encouraged to identify the participating firm on Attachment Q: Bidder Profile.

H. Buy American

1. Bidder will comply with the Buy American requirement, which dictates that schools participating in the National School Lunch and Breakfast programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51%) using agricultural commodities that are produced in the US (7 CFR 250.32 (a)(b), 250.17 (e)).
2. Awarded Distributor will provide information on products' origin. The distributor will ensure that products offered to PSJPC will be domestically grown, to the maximum extent practicable, and marked as American in the ordering system.

I. Insurance

1. The Contractor shall purchase and maintain at its own cost as a company or companies licensed and admitted to do business in the State of Washington such comprehensive general liability and other insurance, on an occurrence basis, and will provide protection from claims set forth below which may arise out of, or result from, the Contractor's operations under the contract, whether to be performed or furnished by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of the aforementioned to perform or furnish any of the products or services, or by anyone for whose acts any of them may be liable.
 - a. Claims under worker's or workmen's compensation, disability benefits and other similar employee benefit acts, including Contingent Employers Liability (Stop Gap).
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.

- d. Claims for damages insured by personal injury liability coverage which are sustained
 - (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or
 - (ii) by any other person for any other reason.
- e. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property.
- f. 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, including coverage for Owned Motor Vehicles, Non-Owned Motor Vehicles and Hired or Borrowed Motor Vehicles.
- g. Blanket Contractual Liability

The insurance required by the above paragraph shall be written for not less than the following (or greater if required by law):

Insurance	Description	Coverage	Aggregate
Worker's Compensation:	State: Statutory Employer's Liability:	\$500,000	
Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad-Form Property Damage):	Bodily Injury; Property Damage; Combined Single Limit:	<u>\$1,000,000</u> Each Occurrence	\$2,000,000 Aggregate
Blanket Contractual Liability:	Bodily Injury; Property Damage; Combined Single Limit:	<u>\$1,000,000</u> Each Occurrence	\$2,000,000 Aggregate
	Personal Injury, with Employment Exclusion Deleted:	<u>\$1,000,000</u> Each Occurrence	\$2,000,000 Aggregate
Comprehensive Automobile Liability:	Bodily Injury; Property Damage; Combined Single Limit:	<u>\$1,000,000</u> Each Occurrence	\$2,000,000 Aggregate

The PSJPC Member Districts and any other member school district shall be named as primary, non-contributing additional insured on such policies other than state workers compensation. The Districts' specification or approval of this insurance or of its amount shall not relieve or decrease the liability of the contractor under this contract or otherwise. Policies shall contain a provision that the Districts shall be given 30-days written notice by certified mail before cancellation of any insurance or reduction of the amount thereof, or any alteration, modification, or restriction thereto.

Upon acceptance of contract and prior to any work being performed, a certificate of insurance with additional insured endorsement attached shall be provided to:

PSJPC Bid Coordinator
C. Lincoln Pierce, PSJPC Exec. Director
2661 N Pearl St., #139, Tacoma, WA 98407

J. Purchase by Public Agencies

1. Public agencies desiring to use the PSJPC contracts, must have executed an Intergovernmental Cooperative Purchasing Agreement with the PSJPC, as required by RCW 39.34. Only those public agencies that have complied with these requirements and have paid all fees are eligible to use the contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the PSJPC.

2. The PSJPC will not have any responsibility for the performance of any purchasing contract by the supplier, and the PSJPC will not have any responsibility for payment of the purchase price for any other public agency.

K. Usage Reports

1. As a part of the contract, the Vendor will provide to the School Foodservice Authority (SFA) office of each participating school district, quarterly usage reports listed by "ship to" addresses. Reports will provide the following:

- a. Product Description
- b. Manufacturer's number
- c. Quantity
- d. Total product dollars
- e. Items purchased by month as well as year to date summaries by item

2. The Vendor shall have computerized inventory and reporting capabilities.

3. Awarded Vendor will also produce monthly, quarterly, year to date and yearly usage totals for the PSJPC as a total. These will be provided to the PSJPC Executive Director monthly.

L. Distributor Documentation and Retention of Records

1. The Distributor must maintain the bidder's records, invoice prices, or other documentation supporting the bidder's quotation for the distributor's cost on each food item listed in the technical specifications for a period of five (5) years.

M. Right to Review

1. The PSJPC reserves the right to request and inspect the bidder's records, invoice prices, or other documentation supporting the bidder's quotation for the distributor's cost on each food item listed in the technical specifications.

N. Assignment of Contract

1. The Distributor shall not assign this contract, any part thereof, or any monies due to become due there under, without the prior written approval of the PSJPC.

O. Child Nutrition Information/Product Formulation Statements

1. The Distributor shall provide either Child Nutrition (CN) statements or product formulations statements for all bid items in a place that is easily accessible for PSJPC members.

SECTION III: SUMMARY OF OPPORTUNITY

A. Background

1. This is a bid solicitation to supply food products and supplies to be used in the National School Lunch and Breakfast Programs.
2. The contract purchasers will be with member districts of the PSJPC. Distribution to member districts will be made to school districts who are members of the PSJPC.
3. PSJPC has 150 members and has a daily average meal count of approximately 400,000 meals.
4. Our goal is to provide member districts quality delivery services and the most nutritious products for the students in the State of Washington at the best prices.

B. Purpose

1. The purpose of this solicitation is to provide a primary source/sources for our members to procure food products, supply items and USDA commodity storage. **Our members may purchase additional items like dairy, produce and bread items through the PSJPC, state, cooperatives, or district contracts.**

C. Contract Scope.

1. In complying with 2 CFR 200.324, a price analysis was conducted that resulted in an estimated annual volume to be approximately \$60-70 million. Current volume, during the pandemic has been approximately \$44 million. A membership list is available (Appendix 1).
2. Member districts vary in size, number of schools, and locations. Deliveries will be set up by each individual district based on their needs and the ability of the awarded vendor to deliver.

D. Purchasers

1. Restricted Use: This contract is for use only by PSJPC members or approved agencies. PSJPC may allow other entities involved in the National School Lunch and Breakfast Programs to do an inter-local agreement allowing them to use this pricing with the vendors and PSJPC approval.

E. Contract Term/Renewal of Contract

1. The initial term of the contract is one (1) year, commencing on August 1, 2022 and ending July 31, 2023. Deliveries shall begin in August 2022. Deliveries may begin sooner if the PSJPC deems it in the best interests of its members.
2. By agreement of all parties, (PSJPC and the Awarded Distributor) the contract may be renewed on identical terms for four (4) one (1) year periods for a total of five (5) years. In additional years, if renewed, the awarded vendor/vendors will solicit bid pricing, for the PSJPC, for the next year. Priority in awarding pricing will be guaranteed pricing for the school year. Vendors will review awards and pricing with PSJPC Board in June of each additional awarded year. Any non-bid items will be at distributor cost (less all discounts) plus a fixed cost per case to delivery. The fixed price cannot be a percentage.

3. The PSJPC reserves the right to request pricing via a Manufacturers Bid for products delivered to the awarded vendor if the PSJPC feels it is advantageous to the members. Should the PSJPC exercise this option the awarded vendor would add "drop charges" on to the pricing of the items the PSJPC has bid. All other pricing on items would remain the same.

4. The PSJPC has several USDA processing bids with manufacturers (Appendix 3). These bids allow member districts to divert USDA commodities to a manufacturer and get a Net Off Invoice (NOI) discount when purchasing the product. The awarded vendor must be able to track commodity balances and report usages back to K12, Processor Link, or manufacturers. The PSJPC will provide the awarded pricing on a yearly basis. The pricing will be Base Cost (means "landed cost" or invoiced cost, less promotional allowances, plus freight.) awarded the distributor.

5. Prices quoted in the specifications section of this bid document must be the Distributor's documented Base Cost (means "landed cost" or invoiced cost, less promotional allowances, plus freight.) plus the fixed-fee markup or fixed cost per case. The fixed-fee markup (or fixed fee price) must remain the same for the first year of the contract. Increases or decreases in fixed-fee markup for the second and ensuing years of the agreement must be based on the Consumer Price Index for the Seattle metropolitan area. Pricing on items, like produce, with a fluctuating value will be based on a fixed cost per case added onto the distributor cost.

6. The PSJPC shall notify the successful bidder, in writing, no later than March 15 of each contract year of its intent to renew the agreement. The successful bidder shall have 30 days from receipt of such notice to submit evidence, based on the Consumer Price Index for the Seattle metropolitan area, to increase or decrease the fixed-fee markup. The PSJPC shall have 30 days to accept or reject the proposed fixed-fee markup change. Should the successful bidder not respond to the "PSJPC Intent to Renew Agreement" written notice, the agreement may be renewed at the current fixed-fee markup. All correspondence under this section is to be made by certified mail to the address listed below:

C. Lincoln Pierce, Executive Director PSJPC, 2661 N Pearl Street, #139, Tacoma, WA 98407

7. Each member district shall be able to aggregate case quantities of bid items purchased together with non-bid purchased items and any other items contained on that delivery to gain quantity price breaks per delivery. Deliveries shall be made in full case or partial case quantities. The price for each item shall include delivery to the listed member districts' delivery sites.

F. Statement of Work

1. Each selected vendor will partner with the PSJPC over the term of any contract resulting from this RFP (each such contract a "**Perishable Contract**") to procure and deliver, to as many as PSJPC member district sites, fresh produce; dairy and related products (such as milk, cream, sour cream, yogurt, cheese, eggs, and juice); and bread and related grain products (such as tortillas and pastries).

2. Each selected vendor will provide the majority of the PSJPC member district's needs, or at minimum supply a regional area, for the category or categories of food product with respect to which the vendor was selected, such that:

a. The food product is delivered to the PSJPC member districts sites, or other designated locations as specified by:

- (i). The Delivery Site Plan established by the vendor and accepted by the PSJPC or
- (ii). The PSJPC request for an off-plan delivery that the vendor has agreed to make.

providing Products to schools and PSJPC member districts offices acting as emergency operation centers.

7. The PSJPC will have final authority on subcontracted supply chain and management oversight, including pre-approval of sub contacted suppliers if deemed necessary.

8. The selected vendor(s) will generally advise and support the PSJPC in the innovative removal of all non-value-added cost in the District's acquisition and use of the products the vendors will provide.

G. Expected Results

1. The PSJPC seeks to acquire a Food Products and Supplies Delivery Vendor and USDA Commodity Storage (or Vendors if required to provide deliveries to all member districts) that best meets member customer service needs, delivery expectations and offers best value. **Awarded vendor must make sure that the awarded items are stocked/available.**

SECTION IV: TIMELINE

A. Procurement Schedule

1. The dates listed below represent the projected procurement schedule. The PSJPC reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to bid opening, will be sent electronically to all properly registered vendors on the PSJPC website.

www.pugetsoundcoop.org. Vendors are responsible for registering on the PSJPC website as an indication they are interested in bidding on the PSJPC RFP.

2. Changes to the Procurement Schedule after Bid Opening will be communicated to all Bidders reflecting the change.

Projected Schedule of Events

December 3, 2021	Advertise with Daily Journal of Commerce
December 8, 2021	Advertise with Daily Journal of Commerce
December 10, 2021	Issue Solicitation document (Available for download from www.pugetsoundcoop.org)
December 10, 2021 (1 PM PST)	Pre-Bid Zoom Conference for Bidders and Brokers
December 10-22, 2021 (2 PM PST)	Question and Answer Period. Questions and/or issues will not be addressed after this time period.
December 29, 2021	Answers and any Amendments issued, if applicable (Bidders should begin checking the website for any amendments)
February 17, 2022 (11 AM PST)	Sealed Bids Due
February 17, 2022 (11:30 AM PST)	Sealed Bids Opening (Advance notice whether the sealed bid opening will be in person or remote)
February 18 – March 3, 2022	Evaluation process and possible interviews with bidders
March 7, 2022	Anticipated award date
March. 8, 2022	PSJPC Board & Member approval of award
August 1, 2022	First day of service to member districts

NOTE: Bid information, including price sheets, will not be available for public disclosure until after award of the contract.

B. Contract Information Availability after Award

1. Upon award, written/email notification will be sent to all Bidders. After award, information regarding results of the solicitation may be obtained by contacting the Puget Sound Joint Purchasing Cooperative. Bid award documents will not be posted online.

C. Protest Procedures

1. Protests shall be filed and resolved in accordance with Attachment C: Protest Procedure. In the event of a justified protest, only the line items that are under protest will be withdrawn from this solicitation. Remaining line items will be awarded, and contracts will be administered.

SECTION V: INSTRUCTIONS TO BIDDERS

A. Authorized Communication

1. Upon release of this RFP, all Bidder communications concerning this solicitation must be directed to the PSJPC contact listed below. Unauthorized contact regarding this solicitation with other PSJPC Board members involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding to the PSJPC. Bidders should rely only on written statements issued by PSJPC Executive Director.

Questions regarding this RFP must be directed to C Lincoln Pierce, PSJPC Bid Coordinator/Executive Director, lincoln.pierce@pugetsoundcoop.org,

B. Bidder Communication Responsibilities

1. Bidders will be responsible for communicating to the PSJPC any issues, questions, additions, or omissions concerning the solicitation during the question-and-answer period submitted via e-mail. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted via e-mail to the PSJPC Bid Coordinator/Executive Director by the deadline for Bidder Questions, Comments, and Complaints consistent with Section IV: Timeline (A. Procurement Schedule). The solicitation process may continue. If changes result, written amendments will be made by the PSJPC and provided by posting them on www.pugetsoundcoop.org as indicated above.

2. It is imperative for Bidders to review and scrutinize the RFP and address any questions during the question-and-answer period via e-mail to the PSJPC Bid Coordinator as a Bidder Inquiry, in accordance with the projected schedule identified in Section IV: Timeline (A. Procurement Schedule).

C. Bidder Authorized Representative

1. The Bidder must designate an Authorized Representative who will be the principal point of contact for the PSJPC for the duration of this RFP process. The Bidder shall complete this section of Attachment Q: Bidder Profile

D. Pugetsoundcoop.org Website -- Bidders are solely responsible for:

1. Requesting to be included in the PSJPC bids or downloading RFP documents at www.pugetsoundcoop.org. The PSJPC will notify all previous Bidders, who have requested inclusion in PSJPC bids, of the bid requirements. PSJPC will also formally advertise bids in the local media.

2. Downloading the solicitation consisting of the RFP with all attachments and appendices related to the solicitation for which you are interested in bidding, downloading all current and subsequent amendments to the solicitation.

- a. To ensure receipt of all solicitation documents, the RFP for this solicitation must be downloaded from www.pugetsoundcoop.org.
- b. Notification of amendments to the solicitation will only be provided to those vendors who have notified the PSJPC Bid Coordinator and have downloaded the RFP from the web site.
- c. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate bid or proposal.
- d. Bidders and potential Bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to check the PSJPC website www.pugetsoundcoop.org and download the RFP from www.pugetsoundcoop.org, and hold the PSJPC harmless from all claims of injury or loss resulting from such failure.

E. Preparation of Bids or Proposals – Due Date and Time: Thursday, February 17, 2022 at 11 AM PST

1. PSJPC's solicitation for bids, allowed under **RCW 28A.335.190**, for goods and services, shall be awarded based on price, acceptability, written questionnaire, references, and available products. This Request for Proposal allows Bidders the opportunity to submit to the PSJPC the Bid or bids that they feel will best serve the interests of the PSJPC.

2. To be Included in Each Submission

- a. All bid items must be appropriately identified with unit and extended total price, exclusive of Washington State Sales Tax, F.O.B. delivered to destinations so indicated on purchase orders, or as herein specified within these bid documents. In the event of error in extensions, the unit price shall govern in all cases.
- b. All bids must be submitted in sealed envelopes bearing on the OUTSIDE the name of the bidder, company address, and the name of the project for which the bid is submitted.
- c. When submitting the bid form, include only those pages where signatures, dates, and additional information is required or requested. (See Proposer/Bidder Checklist (Attachment A))
- d. **Bidders are required to complete and submit their bid in hard copy (paper) format and two (2) thumb drives with completed bid information (i.e. pricing).** Each thumb drive is to have the exact copy (original format) of the physical hard copy and be saved as one each .xlsx file and one each .pdf file. **The stick will facilitate the bid compilation and award process. The paper form, along with the signature pages, is required regardless of completing the USB thumb drive (please submit product bid spreadsheet "landscape" on 11x17 paper). If a discrepancy between the paper bid form and the information on the thumb drives occurs, the paper bid will be presumed as being correct.**

3. The Bid Sheets of these specification **shall be signed** as follows:

- a. In the case of an individual bidder by such individual Bidder.
- b. In the case of a partnership, the name of the partnership must appear on such bid and it shall be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in such bid.

c. In the case of a corporation, the president or other managing officer shall subscribe the corporate name and there shall be set forth under the signature of such officer the name of the office he/she holds or the capacity in which he/she acts for such corporation.

F. Bidder Responsiveness

1. The Bidder must respond to each document requirement contained in this RFP. Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.
2. The PSJPC reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this solicitation and to waive informalities in a Bid or Proposal. An informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to, Bidders.

G. Bidder Profile

1. The Bidder shall complete the Bidder Profile Information in Attachment Q: Bidder Profile.

H. Payment Terms

1. Bidders must indicate which Payment Terms will be offered in Attachment S: Bid Award Contract/Award Letter.
2. Payment terms shall be at a minimum of 30 days net. Each member district utilizing this award will be responsible for issuing their own PO and responsible for payment.

I. Bid Pricing

1. Bid prices must include all cost components needed for the delivery of produce items as described in this Solicitation document. All bid pricing is to be Distributor's documented Base Cost (means "landed cost" or invoiced cost, less promotional allowances, plus freight.), freight prepaid and included in bid pricing to any member district.
2. Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.
3. The PSJPC makes no volume commitment in this solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this solicitation.

J. Written Questionnaire

1. Bidder responses to the written questionnaire must include concise, but thorough responses to all questions asked.
2. Failure to respond in a manner consistent with the instructions in the RFP is sufficient grounds for disqualification.

K. References/Experience and Fiscal Responsibility

1. References will be used to evaluate the Bidder's history of performance. Bidder shall furnish a minimum of three (3) references from different entities for which Bidder has performed or provided comparable service, materials, or supplies similar in scope (i.e. size, volume, type) to this RFP including

entity (name, authorized individual, telephone, email, and facsimile). The Bidder shall complete the references portion of Attachment P: Reference List.

2. The PSJPC will only attempt to make contact with a Bidder's provided references a maximum of two (2) times. If such contact cannot be established with any of the references provided, then those references with which contact cannot be established may be deemed non responsive, and no further attempts will be made to contact that particular reference, and no points will be included in the overall scoring.

3. The PSJPC reserves the right to solicit and substitute other references than those provided to determine the sufficiency of the Bidder's level of experience and fiscal responsibility.

L. Withdrawal or Modification of Bid or Proposal

1. Bidders are liable for all errors or omissions contained in their Responses.

2. **After Bid/Proposal submittal but prior to Bid/Proposal opening:** The Bidder may modify or withdraw his/her Bid or Proposal at any time prior to the due date and time set for Bid/Proposal opening by providing a written request to the Executive Director of the PSJPC from an authorized representative of the Bidder.

3. **After Bid/Proposal opening:** No Bid or Proposal shall be altered or amended. The PSJPC may allow a Bid or Proposal to be withdrawn if the Bidder demonstrates that the prices were miscalculated. A low Bidder, who claims error and fails to enter into a contract with the PSJPC, may not participate in bidding on the same commodity or service if the solicitation is subsequently reissued by PSJPC.

4. PSJPC reserves the right to contact Bidder for clarification of Response contents.

M. Proprietary or Confidential Information

1. All Bids and Proposals submitted become the property of PSJPC and a matter of public record, after the contract has been executed.

2. Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. The PSJPC will not honor designations by the Bidder where pricing is marked proprietary or confidential.

N. Samples

1. Samples may be requested. The PSJPC will notify bidders if that is required and provide delivery instructions at that time. Any samples required are at the expense of the bidder.

O. Contractor Warehouse

1. Bidder shall indicate in Attachment Q: Bidder Profile, the warehouse facility name, address, telephone, fax, and email for each warehouse facility at which material, equipment or supplies will be stored prior to being delivered to the PSJPC's designated location(s). (If more than two locations, add a page with complete listings.)

SECTION VI: BIDDER QUALIFICATION AND RESPONSIBILITIES

A. Qualified Bidders

1. PSJPC reserves the right to pre-qualify any bidder, especially those which has not previously participated in the PSJPC bid program.
2. Criteria for qualification shall include:
 - a. Product Line: The bidder shall provide proof that all items listed in the catalog are in stock or quickly obtained. Bidder will have written policy for adding and removing items from stocked to special order.
 - b. Physical Facilities - Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. All food service distributors must maintain refrigeration facilities used for storing chilled and frozen products that meet recommendations of the Refrigeration Research Council. Delivery temperatures of frozen and chilled food shall be in compliance with AFDOS code as recommended by the Federal Food and Drug Administration. PSJPC reserves the right to prequalify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of food items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United State Food, Drug, and Cosmetic Act as well as any State and Local Statute, Regulation or Ordinance.
 - c. Financial Capacity - The potential bidder shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
 - d. Service Level - If PSJPC does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this request for proposal, then three letters of reference from previous school district customers or similar shall be provided.
 - e. Past Performance – The bidder must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.
3. Only bids submitted by approved, licensed, and inspected facilities will be considered responsive.
4. The PSJPC reserves the right to reject proposals submitted by any source other than the above mentioned.

B. Federal Restrictions on Lobbying

1. The Bidder must certify by signing and submitting Attachment E of this RFP with submission of its Bid, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid, or will be paid, by or on behalf of the contractor, 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 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.

C. Federal Debarment and Suspension

1. The Bidder certifies by submission of this Bid Proposal, that neither it, nor its "principals" (as defined

in 49 CFR. 29.105 (p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Awarded distributor must be current on System for Award Management.

D. Use of Subcontractors

1. The PSJPC may accept Responses that include third party involvement only if the Bidder submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. The Bidder must state whether Subcontractors are being used.
2. If applicable, the Bidder shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract. The Bidder shall complete this section of Attachment Q: Bidder Profile
3. The PSJPC reserves the right to approve or reject any and all Subcontractors that the Bidder proposes.

E. Specifications

1. The Bidder shall provide the information requested per the instructions in **Attachment T: Cost Price Proposal**.
2. Should any additional federal or governing agency regulations be imposed affecting the processing of USDA Commodity products, the PSJPC retains the option to amend specifications to conform to such regulations.

F. Employees Who Have Been convicted of Crimes Involving Children

1. The Bidder or any of his or her subcontractors shall not utilize any employee at any District site nor allow any contact between school children and any employee when an employee has plead 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 46.62 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction.
2. Consultants/Contractors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children shall perform a background check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050. This background check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Consultant/Contractor shall provide a copy of the background to the person applying for employment to the PSJPC and affected district(s). If the Consultant/Contractor or applicant has had a background check within the previous two years, with no findings, the Consultant/Contractor may waive the requirement. The Consultant/Contractor shall determine whether the applicant or the Consultant/Contractor shall pay costs associated with the background check.
3. In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school district and their Consultants/Contractors who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony involving sexual

exploitation of a child under chapter 9.98A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, or a violation of similar laws of another jurisdiction. They will be disqualified from employment by PSJPC member districts and their Consultants/Contractors even if the time elapsed since the guilty plea or conviction is ten years or more.

4. The Consultant/Contractor will comply with all applicable state and federal laws regarding the hiring of employees; including provisions of RCW 43.43.830-43.43.834, and RCW 10.97.030 and 10.97.050 relating to fingerprint and background checks through the Federal Bureau of Investigation and Washington State criminal identification fingerprint card and RCW 9.96A.020 and 1993 Chapter Law 71 relating to disqualification from employment.

G. Use of Tobacco

1. RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking, other use of tobacco, vaping, etc. will not be permitted.

H. Policy for Vehicles on School Grounds during School Day

1. Avoid driving in the school playground areas at any time if it is practical to park on the street or in another area to make deliveries.
2. Do not drive in playground areas if children are playing.
3. Do not back up trucks during the school day across any school property where children might be present unless assisted by an adult flag person.
4. If assistance is needed to locate a safe or the proper unloading area at a school, always obtain assistance from the principals, front office of building designee.

SECTION VII: SUCCESSFUL PROPOSER RESPONSIBILITIES

A. No Costs or Charges

1. Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

B. Insurance

1. The Successful Proposer(s) is required to obtain insurance to protect the PSJPC and member schools should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Bidder or its Subcontractor(s) or their agents, while providing product under the terms of any Contract resulting from this solicitation. See Section II: Solicitation Overview (I. Insurance).

C. Liquidated Damages

1. The Purchaser has an immediate requirement for the materials, equipment or services specified herein. Bidders are urged to give very careful consideration to the purchaser's delivery requirements and the manufacturer's production capabilities when establishing a delivery date(s).

D. Sales and Subcontractor Reports

1. Vendor must be able to have a method to keep the PSJPC members advised of usage reports if

requested. Usage reports should be available month to date, year to date, district totals and sites totals. Monthly usage reports shall be provided to the PSJPC Executive Director of purchases by member districts.

SECTION VIII: BID INSTRUCTIONS

(This RFP has several components upon which the bid award will be based)

A. Distribution Bid of Food Products and Supplies

1. *Distribution fixed fee charges based on weighted average delivery drop volume.*

Average drop size is determined by a two-month average comprising no fewer than eight delivery drops to a member district site. One week notification must be given to a member district prior to change of their delivery bracket. The distributor may vary fixed fee charges by product category within brackets A, B, C, and D

2. *Firm distributor costs for distribution bid items to member districts.*

Bid specifications for those items are attached. The distributor will bid these items out to manufacturers on the PSJPC's behalf. The PSJPC requests that manufactures note if commercial products bids have a CN label and note in the comments. The PSJPC reserves the right to do its own manufacturers bid if it is deemed to be in the best interests of its members.

3. *Must have, and demonstrate, the ability to provide The PSJPC members with Value Pass Through (NOI) on commodity processed commercial products.*

Commercial firm fixed fee must apply to value pass through (NOI) USDA commodity processed commercial items. The PSJPC administers manufacturer bids for commodity processed products. Commodity processed items awarded by the PSJPC must be stocked by the distributor unless volume is too low and agreed upon by the PSJPC. PSJPC will verify with awarded distributor stocking levels based on forecast by member districts of awarded items. Low volume items may be purchased as special order items and are to include all manufacturer discounts. The vendor must agree to and sign the **Value Pass Through Agreement (Attachment K)** which is part of the bid package and provide documentation to the PSJPC to show this ability.

4. Firm Non-Bid flat fee delivery cost by product category is requested. Flat fee is added to distributor invoice base cost (landed cost) per case. This is for items not listed on the bid item list provided.

5. *The PSJPC will allow a bidding distributor to present an alternate method for pricing of deliveries.*

Distributors who are considering an alternate method must submit it in writing to the PSJPC Bid Coordinator and receive written approval from the PSJPC Board, at least by February 3rd, 2022 which is two weeks prior to the bid opening. The alternate method of pricing of deliveries will only be considered in the bid award if the PSJPC Board determines it is in the best interest of the PSJPC members to use an alternate method. Distributors are not required to give an alternative method of pricing deliveries. **(Alternative fees must be either fixed cost per case, or flat fee it cannot be a percentage.)**

B. USDA Commodity Storage and Delivery

1. Cost of storage and delivery to member districts

2. Frequency of delivery to member districts

a. USDA Commodity items are distributed to member districts from Office of the Superintendent of Public Education (OSPI) monthly. Items are owned by member districts.

Member districts may elect to have their USDA foods delivered to the awarded distributor and held by the distributor until ordered for delivery a member district. Arrangements must be made with OSPI for delivery to the distributor site. The distributor must maintain an inventory of USDA Foods for each member district and update members on their USDA Foods inventory on a weekly basis. Please include any special delivery instructions, if required by your receiving warehouses, that may not be in the listed cost. (i.e. Lumpsum fees)

C. VENDOR AWARD

The PSJPC preference will be to award to one vendor, but the final award will be what the PSJPC determines to be in the best interest of most member districts.

SECTION IX: EVALUATION AND AWARD

A. Award Criteria

1. The Award will be based on highest total evaluation points by item or aggregate total of points depending on what is deemed by the PSJPC to be in the best interest of the member districts
2. The bidding distributor who meets all of the Request for Proposal requirement specifications and has the highest point total will be declared the successful proposer(s) and may enter into contract negotiations with PSJPC.
3. Distribution bid will be awarded to one Distributor Base Cost (landed cost). The PSJPC reserves the right to choose multiple manufacturers for the same product. Bidders must offer delivery in all Fixed Fee Categories A, B, C, D or offer another option for pricing. Any offer for pricing must either be a fixed firm delivery price or a fixed cost per item delivered. No percentage bids will be accepted. Non bid items must be at the same cost per case as bid items.
4. This bid will be evaluated based on the following formula for number of cases dropped per delivery to a site, if distributor chooses to follow this pricing model. As an RFP distributor may suggest another model. (example – fixed price for all items and per case on non-bid items)

a. Price – 100 points

Fixed Fee A Bracket	20-39 cases	10%
Fixed Fee B Bracket	40-99 cases	30%
Fixed Fee C Bracket	100-299 cases	35%
Fixed Fee D Bracket	300+ cases	25%

The percentage of member district distribution may be different or vary, but the PSJPC will use the percentages shown above for determining points awarded for this category.

Based on the information above, the total case quantity listed for all items in this bid will be multiplied by the Fixed Fee A, B, C, and D percentages above for estimated delivery volumes as a proportion of the total bid. The distribution cost listed at each level will be multiplied by the number of cases in that level and then added for a total distribution cost. This distribution cost will then be added to the cost of the items listed on the bid. Points for pricing will be awarded based on totals using the percentages listed above.

b. Written Questionnaire - 80 points

The written questionnaire (Attachment L) is comprised of sections and will require organization. Each response to sections must be appropriately labeled in accordance with that section. (e.g.,

Section 1. Ordering should be labeled as Section 1. Ordering. Then, pages included in that section are 1a, 1b and so forth to 1h)

Although there is no page limitation for this attachment, it should not be excessive in length. Each question must be addressed in the written questionnaire and be as concise and detailed as possible. Responses that refer to a designated web site, brochure, or other locations for the requested information as an answer will be considered non-responsive.

c. References/Experience and Fiscal Responsibility – 20 points

Bidder must have sufficient experience to fulfill the terms of the contract. This will be evaluated based on the distributor's anticipated capacity to provide timely and adequate services to the District(s) and demonstrated level of services to other school districts and/or entities. Bidder must have the ability to operate throughout the term of the contract and any possible renewals. They must demonstrate policies that ensure food safety and emergency planning.

5. The distributor must maintain the bidder's records, invoice prices, or other documentation supporting the bidder's quotation for the distributor's cost on each food item listed in the technical specifications.
6. If there is reason to believe that a bidder's quotations of the distributor's costs are not the best prices obtainable, the PSJPC reserves the right to reject that bid. The distributor's cost, as further explained in the general instructions, shall be the cost of the product FOB on delivery (landed cost) at the distributor's warehouse minus distributor rebates, allowances and incentives (or any other term used for price reduction), not to include storage and miscellaneous overhead. All other costs to the bidder must be reflected in the fixed fee mark-up to be paid by members of the PSJPC based on their individual case drop average per delivery. With a one week notice to the distributor(s) a PSJPC member may change their average drop size category.

Pricing on produce must be based on the same calendar week of the bid opening. (Monday, February 14th – Friday, February 18th).

7. Contract award shall be made to the most Responsive and Responsible Bidder based on the evaluation and award criteria established herein and subject to consideration of all factors identified in RCW 43.19.1911. No rejection notice will be sent to unsuccessful Bidders. Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.
8. Products used in USDA Child Nutrition Programs and their commercial equivalents are subject to regulation, Buy American, 7CFR250.23 of Code of Federal Regulations and & CFR 210.21d.
9. Subject to the provisions of RCW 43.19.1911 and Charter 236-48 WAC, the PSJPC reserves the right to: (1) Waive any informality; (2) Reject any or all Bids or portions thereof; (3) Accept any portion of the items bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel a solicitation and re-solicit Bids; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that bid can be improved for the Purchaser; (6) Award in aggregate when in the best interest of the PSJPC.

B. Or Equal Products/Alternates

1. The PSJPC has listed approved products in the bid specification. Brand names and product numbers provided represent the products selected for contracts in 2018 2019 and 2020 2021, have been tested

and are acceptable to our student population. These products form the basis and standard for brand quality and taste preference evaluations.

2. Alternates may be submitted; however, the alternate item bid must meet or exceed specifications. Alternates will be accepted except for those items that state "none" under the

"Approved Alternates/Code Column" in the bid specification worksheet.

3. Alternates will be accepted under the following procedure:

a. Submit completed form entitled: Alternate Product Submittal for each item at the time of the bid opening. No late forms will be accepted.

b. A limit of one alternate per line item may be submitted. The successful Distributor shall provide a current detailed nutritional analysis within five (5) days following bid award for items that are already pre-qualified. ALTERNATE ITEMS must have detailed specifications and nutritional analysis submitted at time of bid

4. Alternate Sample submission procedure:

a. No samples will be accepted prior to bid opening.

b. Distributor must ensure delivery to a PSJPC designated delivery location by Thursday, February 24th, 2022. Distributor must call 24 hours in advance for delivery appointment. Shoreline School District contact person is Hannah Phillips, 206-393-3997.

c. All sample cases must be marked with the PSJPC bid item number, vendor product ID number and distributor item number. Sample cases must be delivered in factory sealed full cases. Please use the "Alternate Sample Form" provided with this bid document and attach to all samples. Failure to follow instructions may result in rejection of sample.

d. The PSJPC reserves the right to conduct taste testing of samples submitted. Alternate items deemed to be acceptable may be subject to a taste test. All decisions of the PSJPC are final. The taste test will be comprised of PSJPC members only.

C. Pricing and Adjustments/Distributor(s) Costs

1. If the distributor's costs change during the duration of the contract period, notification in writing will be made to the PSJPC members, with a copy to the PSJPC Executive Director one (1) week prior to delivery of product to member districts. Written documentation for individual product price changes must be provided upon request for the PSJPC Executive Board. A weekly cost change report will be provided to all PSJPC members. All discounts and distributor rebates, allowances and incentives (or any other term used for price reduction) will pass through to the purchase price for the entire term of the contract including renewals.

2. If a previously approved product becomes non-competitively priced during the duration of the contract period, the PSJPC may request the Distributor to secure a price reduction from the Manufacturer and/or request the distributor to change products.

3. Pricing is based on the following formula:

a. **Unit Price = Distributor Base Cost (landed) at delivery + Fixed Fee**

4. Definitions

a. **Unit Price** – The unit price is defined as the total price charged to the PSJPC per unit for a product delivered to the member district.

b. **Distributor Cost** – The delivered price is defined as the actual invoice price of a product that the distributor has paid a manufacturer or supplier for that product delivered to the distributor's

distribution point. This price includes any transportation costs necessary for delivery to the distribution point and is sometimes referred to as "landed costs". This price includes all discounts and distributor rebates, allowances and incentives (or any other term used for price reductions).

c. Fixed Fee (distributor mark-up) – The fixed fee is defined as a firm fixed price, distributor mark up, offered as a dollar amount, which represents all elements of the contract price other than the distributor cost. The fixed fee typically consists of the distributor's projected general and administrative costs, overhead, packaging costs, transportation costs from the distributor's distribution point including fuel costs, any projected expenses associated with the distributor function, and anticipated profit. This fixed fee is intended to reflect the difference between the distributor cost and the unit price to deliver the specified product to the member district. This dollar amount shall remain constant for the term of the contract.

5. The fixed fee must be offered as a dollar amount. Fixed Fee offered as a percentage of the delivered price is not acceptable.

6. During the term of this contract, should the distributor enter into distribution pricing agreements with other Cooperatives or entities that provide greater benefits or better pricing, the distributor shall seek to immediately amend this contract to provide similar pricing to the PSJPC, if the contract with other Cooperatives offer similar usage quantities and similar conditions impacting pricing. The distributor shall immediately notify the PSJPC of any such contracts entered into by the Distributor.

7. Produce Pricing Mechanism is as follows:

a. The calendar week shall be Sunday through Saturday

b. Any pricing adjustments made to the delivered price of products will be adjusted on the preceding Friday with the adjusted price being implemented the following Sunday.

Example:

An order placed on Friday for delivery on Tuesday shall have the current pricing that went into effect on Sunday.

An order placed on Monday for delivery on Friday shall have the current pricing of that week.

D. Purchasing/Stocking of Items

1. The Distributor shall provide PSJPC with a purchasing/stocking plan of bid items. Items on our bid, that have a usage, based on past and current years, of over 400 cases a year, must be stocked in adequate quantities

2. Stocking plan will provide a mechanism for adding, replacing and deleting items from the stock list and how notification will be provided.

3. The plan should also specify how the distributor will ensure quality food will be provided and steps to insure best pricing available.

4. As part of the written questionnaire, the Distributor will respond to plans addressing the stocking/purchasing of items.

E. Delivery Implementation Plan

1. The Distributor will provide a delivery implementation plan. The plan should outline how they intend to provide needed services in a timely manner to PSJPC member districts.

2. All food supply deliveries must be coordinated with the designated food service representative from each participating member district. The distributor will endeavor to make deliveries on a schedule that meets the requirements of member districts with adequate frequency and time frames. Deliveries shall be made in compliance with the hours, and to the locations, designated in this bid document. Schedules and delivery sites may be changed by the participating districts and shall remain consistent for the term of the contract unless agreed upon by all parties.

3. Delivery windows should be set at no longer than 4 hours and agreed upon by both parties.

4. Failure of the distributor to meet the member district's delivery schedule may result in termination through default. PSJPC expects priority in routing be done for member districts. Late deliveries over two hours outside of agreed upon delivery window, and where the district incurs additional staff costs, will result in the distributor paying any excess wages or overtime incurred by member districts

5. As part of the written questionnaire, the Distributor will respond with a plan addressing the delivery implementation plan.

F. Sales Representative/Customer Service Support

1. The Distributor shall treat each member district covered under this contract as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the member districts covered under this contract.

2. In providing a local Sales Representative (K12) the Distributor shall provide:

- a. At least one (1) dedicated Sales Representative to maintain continuous contact and/or visits to the food services director or designee under contract (at no additional charge) when mutually agreed upon.
- b. Showing new items
- c. Promotions
- d. Menu and forecasting
- e. Nutritional information
- f. Special orders
- g. Addressing any concerns, the customer may have.

The name of the representative and the office phone number, cell phone number, email address, or any other method of communicating with the representative shall be furnished to the customers after award.

3. In providing local Customer Service Support the Distributor shall provide:

- a. At least one (1) dedicated Customer Service Representative to maintain continuous contact with member districts addressing any concerns the customer may have. A backup person who is sufficiently trained to assume these duties shall be designated in absence of the primary Customer Service representative.
- b. A **toll free number**.
- c. A **Usage Report** for each member district and PSJPC totals without charge. Reports should be available upon request after a reasonable lead time of 15 calendar days.
- d. A **Catalog Order Guide** with descriptions and pack sizes to each of the member districts serviced under this contract. At a minimum, the order guide should list the item description, distributor's item number, the product brand and vendor product code or ID for each item and

include nutritional specification sheets for all items. **This order guide must clearly separate awarded bid items from new and non-bid items.** Any other items purchased from the distributor by a member district must be listed separately so these items may be readily discerned.

e. An **Online Catalog** ordering capability must be provided. At a minimum, the order guide should list the item description, distributor's item number, the product brand and vendor product code or ID for each item, and price. The order guide should show any needed nutritional information (e.g., 51% WG, servings per case, and current nutritional fact sheets). **This order guide must clearly separate awarded bid items from new and non-bid items.** Any other items purchased from the distributor by a member district must be listed separately so these items may be readily discerned.

G. Shortages

1. When orders are placed by member districts, the distributor shall be responsible for indicating shortages, back orders, and delayed shipments at the time of order.

2. The distributor shall be responsible for seeking confirmation from the member districts by e-mail or phone for any non-continuous substitutions (non-continuing is defined as a substitution on a one-time delivery) made on an order prior to shipment. If the distributor is unable to deliver all items shorted when needed by member districts, the distributor is to provide alternate product providing the customer agrees. **All alternate products offered shall be at equal or better quality and at the bid price or less, unless the situation is not the result of an issue that the distributor can control.**

H. Substitutions

1. The distributor is expected to contact the members of the PSJPC prior to substituting items.

2. Substitutions are to be of equal or greater quality **and shall be at the contracted price or lower.**

3. All alternative products must be approved by the PSJPC Executive Board with advance notice of item being substituted or discontinued. The PSJPC members reserve the right to reject any and all merchandise furnished which does not meet the product specification in every aspect. In the event of failure on the part of the supplier to promptly replace rejected merchandise, to furnish products meeting product specifications in every respect, or in case of default by the distributor, the PSJPC members reserve the right to cancel existing agreements and purchase orders upon 60 days written notice and to remove the name of the non-complying supplier from future bid lists.

4. The records and invoice prices of the distributor(s) shall be subject to audit by the PSJPC or its designee.

I. Authorized Returns

1. The distributor shall accept returns, with no charge, under the following conditions:

- a. Products and quantities shipped in error
- b. Products damaged in shipment
- c. Products with concealed or latent damage
- d. Products that are recalled
- e. Products that do not meet shelf-life requirements as defined for the items listed in the RFP (See V. Markings and W. Inspection and Acceptance).

- f. Products that do not meet the minimum quality requirements as defined for the items listed in the RFP.
- g. Products delivered in unsanitary delivery vehicles.
- h. Products delivered that fail to meet the minimum/maximum specified temperature.
- i. Quantity excess as a result of order input error
- j. Any other condition caused by the distributor (including sub contractors) not specified above that is deemed to be valid reason for return by the PSJPC.
- k. Products which are salvaged.
- l. Products which do not meet EPA and OSHA requirements
- m. Products which are not originated from a sanitarily approved food establishment for the products
- n. Products are substituted and customer is not notified prior to delivery

J. Frozen Food Storage Conditions

1. The distributor awarded the bid for Frozen Foods and Commodity Cold Storage and Delivery shall provide refrigerated and frozen storage for the USDA Commodity Food Products distributed by the Office of the Superintendent of Public Instruction (OSPI) to the PSJPC at the storage rates and delivery costs to the participating member districts as listed by the distributor on Attachment I: Pricing of USDA Donated Commodities, 60-day cold storage and distribution of this contract.
2. Member districts shall have the option of electing to participate in the storage and delivery service, but not all member districts shall be required to participate.
3. At the termination of this contract the distributor shall be responsible for transporting, at no cost to the member districts, the remaining inventory to participating member districts to a site designated by individual member districts in lieu of delivery to the school site(s).

K. Termination for Breach

1. If any of the provisions of this contract are violated by the distributor, the PSJPC may serve written notice upon the distributor of their intent to terminate said contract. Such notice will contain the reason for the intent to terminate the contract. A period of 10 working days will be allowed by the PSJPC after the serving of such notice upon the distributor for satisfactory arrangements for correction be made.
2. If the satisfactory arrangement for correction is not made to the satisfaction of PSJPC upon expiration of said 10 days, the contract shall cease and terminate 90 days or sooner from the initial notification to the distributor of the intention to terminate the contract.
3. In the event of any such termination, the PSJPC shall immediately serve the notice thereof upon the distributor and the PSJPC may declare the distributor in default and procure all material involved in the contract from other sources and the distributor shall be liable to the PSJPC for any excess cost occasioned the PSJPC thereby.
4. In the event of a breach the PSJPC will award the contract to the distributor with the next best score, who bid on the current contract.

L. Form of Contract

(Each bidder may access a copy of the bid documents via two (2) options)

1. Go to the PSJPC website www.pugetsoundcoop.org. Click on Bids, PSJPC Bid #202223-1 Food Products, Supplies and Commodity Storage, print off all bid sections listed for a complete bid packet.

2. Request a copy of the Bid Documents from the PSJPC Bid Coordinator/Executive Director lincoln.pierce@pugetsoundcoop.org.

The Bid packet documents include the following:

1. Request for Proposal
2. Section I, General Overview
3. Section II, Solicitation Overview
4. Section III, Summary of Opportunity
5. Section IV, Timeline
6. Section V, Instructions to Bidders
7. Section VI, Bidder Qualifications and Responsibilities
8. Section VII, Successful Bidder Responsibilities
9. Section VIII, Bid Instructions
10. Section IX. Evaluation and Award
11. Appendix 1, PSJPC School District Members
12. Appendix 2, PSJPC School District Member Delivery Sites
13. Appendix 3, List of PSJPC Awarded Processors for Processing of USDA Foods
14. Attachment A, Proposer/Bidders Checklist
15. Attachment B, PSJPC School district Member Checkoff List
16. Attachment C, Protest Procedures
17. Attachment D, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
18. Attachment E, Lobbying Certification and Disclosure of Lobbying Activities
19. Attachment F, Non-Collusion Affidavit
20. Attachment G, Certification regarding "Buy American" Requirements
21. Attachment H, Affirmative Action Contract Compliance Statement
22. Attachment I, Pricing of USDA Donated Commodities – 60-day Cold Storage
23. Attachment J, Affirmation of Bid and Non-Bid Item Markup
24. Attachment K, Value Pass through Agreement
25. Attachment L, Written Questionnaire
26. Attachment M, HACCP Plan
27. Attachment N, Recall Systems
28. Attachment O, Proposer/Bidders Contact Information
29. Attachment P, Reference List
30. Attachment Q, Bidders Profile
31. Attachment R, Signature Page
32. Attachment S, Bid Award contract/Award Letter
33. Attachment T, Cost Price Proposal – Pricing Sheets for Food Products, Commodity Bid Items and Alternate Product Submittal Form

These documents must be returned with the bid or there may be grounds for rejection of the bid. See Attachment A: Proposer/Bidders Checklist

Refer to Preparation of Bid Form for further instructions, see [Section V](#) and [Section VI](#).

M. Contract Execution

1. The contract shall be considered legal and binding on both parties when **Attachment S: Bid Award Contract/ Award Letter** has been duly signed by both parties. The successful bidder shall be notified of award by transmittal of the signed agreement.

N. Unit Price Bid

1. It is understood that the quantities stated are approximate only and are subject to either increase or decrease at the PSJPC direction and are stated only for the purpose of comparing bids. Should the quantities of any of the items be increased, the undersigned bidder shall furnish the additional food products at the unit price. Should the quantities be decreased, payment will be made on delivered quantities installed at bid unit prices, and the undersigned bidder will make no claims for anticipated profits or additional compensation for any increase or decrease in quantities.

2. The PSJPC member districts may purchase any number of items from the bidder at the bid unit price.

O. Time for Contracting

1. It is understood that this bid may not be withdrawn nor may the bidder refuse to accept any contract proffered based on his/her bid within 5 calendar days after the date set for the opening thereof.

P. Bid Deposit

1. None

Q. Sales Representative/ Customer Service Point of Contact

1. The distributor(s) shall provide the names and telephone numbers of the contact persons with whom each member of the PSJPC shall be communicating with.

R. Safety Conditions

1. All material/equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act and/or the Washington Industrial Safety and Health Act in effect at the time of delivery.

2. It shall be the responsibility of the distributor to comply with this requirement insofar as compliance is within his/her control.

S. Product Recall Statements. HACCP Plan and Product Quality

1. Acceptance of products delivered under this Bid will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible and within the manufacturer's established shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer.

2. A commercial standards Hazard Analysis Critical Control Point (HACCP) program shall be used to maintain temperatures appropriate for individual items. The proposer must have a HACCP plan and recall system in place and must provide the PSJPC with a copy of these plans and their most recent inspection report by a third party for their HACCP and Recall System. See Attachment M and Attachment N respectively.

3. When designating an item as a match for the item in the product listing the item must be identical in respect to packaging and packing when the unit of issue is not described by weights (e.g. pound or ounce). For example, " Fruit Cocktail, Canned" is described as "Light or Heavy Syrup Pack, US Grade A or B, no. 2 1/2 size can, 24 per case". Substituting a No. 10 can and modifying the unit of issue ratio cannot fill the requirement for this item. The same holds true for items described as package (PG), or bag (BG). Grades of canned products. All canned fruits and vegetables are to meet the specified grades as defined by the USDA Agricultural Marketing Service "AMS". The AMS webpage can be found at: <https://www.ams.usda.gov/grades-standards>

4. The awarded bidder shall notify PSJPC, and its members immediately will all pertinent information regarding the recall. The awarded vendor will issue a credit or comparable substitute for any delivered recalled product at the member's discretion. All costs with voluntary product recalls shall be borne by the awarded bidder.

T. Quality Program

1. The distributor shall utilize a supplier selection or certification program to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall equal that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor and texture will be minimized.

2. The distributor shall develop and maintain a quality program for product acquisition, warehousing, and distribution to assure the following:

- a. Standardized product quality
- b. The usage of First-In, First-Out (FIFO) principles
- c. Product shelf-life is monitored
- d. Items are free of damage
- e. Correct items and quantities are selected and delivered
- f. Customer satisfaction is monitored
- g. Product discrepancies and complaints are resolved, and corrective action is initiated
- h. Supplier, FDA, or state-initiated food recalls are promptly reported to member district(s) and the PSJPC Executive Director.
- i. Salvaged items or products shall not be used
- j. Applicable food products delivered originate from a source listed as a Sanitarily approved food establishment for those products.

Returns should be expected if the above is not met.

3. The distributor shall develop and maintain a sanitation program to comply, at a minimum, with the Code of Federal Regulations, Title 21, Part 110 and other applicable federal, state or local standards. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the PSJPC upon request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the PSJPC with an attached report of corrective action.

4. Applicable food products, e.g., poultry, dairy and seafood items delivered to customers shall originate either from an establishment which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture

(USDA).

5. The distributor shall develop and maintain a stored products pest management program for food and other co-located non-food items. Accepted industry standards for pest management shall include, but are not limited to, the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act (as amended), the Food, Drug, and Cosmetic Act of 1938, and pertinent federal, state and local laws and regulations.

U. Packaging

1. All frozen food supplies must be packaged and delivered so that the product is frozen solid, has been maintained frozen at 0 degrees F or below, or not to exceed a variance of 10 degrees F above. No damaged cases or packages or supplies that have started to thaw will be accepted

2. The distributor shall be held responsible for any shortages in packages of delivered products. All deliveries should be organized for easy off loading and receipting. Palletized deliveries are preferred if the receiving district has the ability to accommodate.

3. Unless specifically noted in an item specification, the number of units per package specified herein is not a firm requirement. The distributor may propose other packaging. However, the change cannot increase the net handling charge. The distributor shall clearly indicate the unit price and number of units per package on the bid form. Retail packaging is not acceptable.

4. For the purposes of this contract all packaging, packing, and labeling must meet the following requirements.

- a. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulation promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
- b. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- c. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging will protect the product from freezer burn and contamination.
- d. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting.
- e. Products for individual delivery sites must be segregated. The intention is to provide expeditious off loading and delivery to the customer.

V. Markings

1. To ensure that the carrier and the receiving customer properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN", "KEEP REFRIGERATED", etc. shall be used on all cases when appropriate.

2. Product for "XYZ" High School must be labeled for "XYZ High School.

3. All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred, but code dating is acceptable. If the Distributor does not use open dating, they shall provide a product code number key to the PSJPC and each member district facility. Items other than semi-perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, Best if Used by Date, or similar markings.

4. Warranty/Expiration/shelf life of product: The product must be warranted and guaranteed to be merchantable by the Distributor and fit for the purpose for which it is intended. Products must have a minimum

- Fresh Dairy/Produce – 7 – 10 days
- Refrigerated Products– 2 weeks
- Frozen/Canned Products – 6 months

left on the “sell by” or “freshness date” or “pull date”, at time of delivery. Pull date is the end of the shelf life for purposes of this contract.

W. Inspection and Acceptance

(The following delivery protocol shall be implemented)

1. Inspection and Acceptance of products will be performed at the destination site. The inspection is normally limited to identity, count, and condition; however, this may be expanded if deemed necessary by the member district.

2. All deliveries may be subject to health inspections. In addition, the delivery vehicles will be inspected for cleanliness and condition.

3. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product unless agreed by the authorized receiving official (customer). All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver, and a credit shall be issued at that time for any shortages/returns along with the original invoice to be given to the member district. A signature on the delivery ticket/or electronic invoice denotes acceptance of the product. (If delivery comes during meal service signature may not denote that the order was checked properly, and an exception may be made if items missing when checked are damaged or spoiled).

4. The distributor shall attach two (2) copies of the delivery ticket/invoice to the shipment. The receiving official will use the ticket/invoice as the receipt document. One (1) copy of the signed and annotated delivery ticket/invoice will serve as the acceptance document along with any credit memos issued at the time of delivery. No invoice may be submitted for payment until acceptance is verified.

5. The product must be warranted and guaranteed to be merchantable by the distributor and fit for the purpose for which it is intended. Products must have a minimum

- Fresh Dairy/Produce – 7 – 10 days
- Refrigerated Products– 2 weeks
- Frozen/Canned Products – 6 months

left on the "sell by" or "freshness date" or "pull date", at time of delivery. Pull date is the end of the shelf life for purposes of this contract.

6. The products furnished under the resultant contract shall be covered by the most favorable commercial warranties the Distributor gives to any member district for such products, and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the state by other terms and conditions contained in the solicitation.

7. In order for frozen items to be accepted by the receiving activity in addition to the requirements in Section IX: Evaluation and Award (U. Packaging), the following criteria must be observed:

- a. Packages must be solid, not soft, upon arrival.
- b. Container and wrapping must be intact and in a solid condition.
- c. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e., watermarks on boxes, off odor, ice crystals) or dehydration.
- d. Cello wrapped packages will not be discolored or show other signs of freezer burn.

The following situations will instigate rejection procedures

1. If product is determined to be either defective, damaged, or compromised in any manner it may be rejected by the receiving official.
2. When product is found to be nonconforming, damaged or otherwise suspect, the receiving official will determine the course of action to be taken with the product in question. The final decision rests with the member district.
3. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice at the time of delivery. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the member district's needs. To the greatest extent possible, on an as-needed emergency basis, same day re-delivery of items that were previously rejected shall be made so that food service requirements do not go unfulfilled for that day. The re-delivered items will be re-delivered under a separate invoice utilizing the same purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.
4. In the event that a product is rejected after initial delivery has been made, the distributor will pick up the rejected product. Credit due to the customer as a result of the rejected product being returned will be handled through a receipts adjustment process in the ordering system. If the distributor has already been paid for the product, the member district will be contacted for instructions so that a credit can be issued through the member district's financial system.
5. If a member district requires a one-to-one replacement, no additional paperwork is necessary. The distributor's delivery ticket/invoice will show that product is a replacement for a rejected item. The invoice shall reference the Purchase Order Number of the originally ordered product.
6. It is a requirement of this Bid that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the distributor from responsibility, nor impose liability on any of the member districts, for nonconforming supplies.

7. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures may be rejected without further inspection.

X. Institutional Security

1. Washington State law prohibits a person from bringing any contraband, such as narcotic substances, weapons, intoxicating liquor or tobacco onto school premises (Reference WAC 275 80 805, WAC 275 80-900, and RCW 72.05.130).

2. The distributor is required to have sufficient personnel to rotate drivers for deliveries to member districts. The distributor's representatives and drivers must be able to produce satisfactory personal identification upon request at the member district. The identification presented must match the pre-approved identification that will be provided by the distributor to the PSJPC upon award of the contract. This information will include Drivers Name and Date of Birth.

Y. Warehouse Requirements

1. Storage conditions must be as recommended by the Refrigeration Research Foundation. The bidder shall provide warehouse facilities to insure the following:

- a. Frozen Foods: 0 degrees F or below
- b. Chilled Items: Normally 36 degrees F (32 degrees to 48 degrees F depending on item)
- c. Potentially Hazardous Foods: May not exceed 41 degrees F at the time of delivery or the delivery of the product must be refused as outlined in the Washington State Health code

Z. Delivery Vehicle Requirements

1. Delivery temperature of frozen and chilled foods shall be in accordance with the AFDOUS Code as recommended by the Food and Drug Administration (FDA), (Federal), (WA State Health Code).

2. The bidder must have adequate delivery vehicles as follows:

- a. Van trucks for delivery of dry groceries and refrigerated trucks for delivery of refrigerated items.
- b. Dual compartment trucks for combined deliveries of dry or refrigerated groceries.
- c. Single compartment refrigerated trucks (0 degrees F) for separate or integrated deliveries of dry groceries and refrigerated items.

AA. Taxes

(Taxes, whether Local, State, or Federal, shall not be included in the bid price)

1. Federal: The PSJPC membership is exempted from federal excise tax. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. 91 74 0133K.

2. Sales tax should be added as a separate item on the invoice only and rounded down to the second decimal.

(e.g., \$12.345 shall be taxed as \$12.34).

Sales tax shall not be included in the bid.

BB. Advertising

1. Award of this contract does not grant the right to the distributor to utilize the award in any advertising media nor may any school district employee endorse a product or service covered by this contract.

CC. Estimated Quantities

1. All quantities listed in the bid documents are based on data submitted by each member district. The quantities stated are approximated only and are subject to either increase or decrease at the member district's discretion and are stated for the purpose of comparing the bids only. Should the quantities of any of the items be increased, the undersigned bidder shall furnish the additional food products at the unit prices. Should the quantities be decreased, payment will be made on delivered quantities at the bid unit prices.

2. The undersigned bidder will make no claim for anticipated profits or additional compensation for any increase or decrease in the quantities. It should be understood that member districts may purchase any number of items from the bidder at the bid unit price.

3. The PSJPC and member districts assume no direct or indirect liability for actual quantities purchased by the individual member districts. Not all members will choose to use all products listed in this bid. There is no requirement forcing the members to participate in 100% of the items listed.

4. All member districts reserve the right to be exempt from the produce, bakery, and dairy portions of PSJPC RFP #202223-1.

DD. Non-Bid Items

1. All line items not receiving bid pricing may be ordered. **Pricing will be base cost-plus fixed fee markup per case.**

EE. Additions or Deletions

1. The PSJPC may add or delete food items (bid or non-bid) as may be deemed advisable at any time during the duration of the contract by letter from the PSJPC Executive Board. Prices for items must reflect the distributor's documented FOB at delivery cost plus the fixed-fee markup.

2. The PSJPC will act upon requests by members for adding new items to the bid/non-bid list. Manufacturer discounts should be applied as quoted by the manufacturer. The distributor may place items on the non-bid list with approval from the PSJPC. All PSJPC members must be updated weekly on price changes, additions and deletions of the non-bid list and bid list by sending out a weekly pricing report to member districts.

FF. Districts and Delivery Sites

1. **The Bidder must submit the Excel District Member Checkoff List (Attachment B) with bid response.**

2. The estimated case quantities based on any purchased products or commodity products, frequency on delivery and delivery destinations for use in preparing your bid submittal is contained on a separate Excel spreadsheet labeled: Appendix 2. PSJPC School District Member Delivery Sites. Delivery information is based on each participating district's school calendar.

GG. Payments to Distributor for Products

1. PSJPC member districts will be invoiced by the awarded distributor for all products received by that district. Each member district will issue purchase orders and send payment directly to the awarded distributor. The PSJPC will not assume any responsibility for payments by member districts. Disputes on payments and invoices is for the distributor and the member district to resolve.

2. Please include with your bid documents a summary of terms of credit for PSJPC member districts and any and all incentives for prompt payment of outstanding invoices. (See Attachment S: Bid Award Contract/Award Letter)

HH. Evaluation Process

(Initial Determination of Responsiveness)

1. Responses will be reviewed initially by the PSJPC to determine on a pass/fail basis compliance with administrative requirements as specified herein. Evaluation teams will only evaluate Responses meeting this requirement.

2. Responses meeting the Initial Determination of Responsiveness will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements. Only Responses meeting all Mandatory requirements will be further evaluated.

3. The PSJPC reserves the right to determine at its sole discretion whether Bidder's Response to a Mandatory requirement is sufficient to pass. If, however, all responding Bidders fail to meet any single Mandatory item, the PSJPC may cancel the solicitation and reject all bids.

4. Responsiveness Evaluation

a. Only Responses that pass the Initial Determination of Responsiveness review will be evaluated based on the requirements in this Solicitation.

b. Pursuant to RCW 43.19,1911 (9), in determining Bidder responsibility, the following elements shall be given consideration:

(i). The ability, capacity, and skill of the Bidder to perform the contract or provide the service required.

(ii) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder

(iii). Whether the Bidder can perform the contract within the time specified.

(iv). The quality of performance of previous contracts or services.

(v). The previous and existing compliance by the Bidder with laws relating to the contract or services.

(vi). Such other information as may be secured having a bearing on the decision to award the contract.

5. During response evaluation, the PSJPC reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's subcontractor's facilities. Failure to respond to said request(s) may result in response being rejected as non-responsive.

6. The following criteria describe how the evaluation and award process will be conducted for the Award of the Food Products, Supplies and Commodity Storage for the PSJPC. The Award will be based on the total acquisition cost and evaluation points by item, group of items or aggregate total (category) depending on what is deemed by the PSJPC to be in the best interest of the co-op members.

7. Evaluation of Solicitation: Award will be made to the responsible contractor/contractors with most points awarded in our evaluation. The responsible contractor/contractors will be determined based on

an evaluation of the product line available, price, delivery timelines and evaluation criteria shown hereafter, together with a consideration of those elements contained in RCW 43.19.1911. Such determination will, of necessity, require judgmental evaluations by PSJPC representatives. Other industry specialists may be used in the evaluation process at the discretion of the PSJPC. The decision resulting from the evaluation process as to which products best meets the needs of our member districts remains the sole responsibility of the PSJPC and is final.

8. Evaluation Criteria

- a. Product variety available for distribution
- b. Quality of the products offered
- c. Number of Member Districts that can be served
- d. Adequate commodity storage
- e. Ability to meet delivery schedule and service history in general
- f. Agreeable and reliable billing procedures
- g. Number of fixed-firm priced items
- h. Price will be used as the primary factor, both fixed price and delivery costs.
- i. Written Questionnaire
- j. References/Experience and Fiscal Responsibility

II. Selection of Apparently Successful Proposer

1. The Proposer(s) with the lowest responsible and responsive bid on each item, group of items, or aggregate total (category), depending on what is deemed by the PSJPC to be in the best interest of the PSJPC, will be declared the Apparent Successful Proposer(s). The PSJPC may enter into contract negotiation with the Apparent Successful Proposer(s).

2. Should contract negotiations fail to be completed within one (1) month after initiation, the PSJPC may immediately cease contract negotiations and declare the Proposer with the second highest score as the new Successful Proposer and enter into contract negotiations with that Proposer. This process will continue until the Contracts are signed or no qualified Proposers remain.

JJ. Notification of Apparently Successful Proposer

1. All Proposers responding to this solicitation will be notified when the PSJPC has determined the Successful Proposer(s). The date of announcement of the Successful Proposer(s) will be the date of the notification from the PSJPC.

APPENDIX 1. PSJPC SCHOOL DISTRICT MEMBERS

PSJPC MEMBER SCHOOL DISTRICTS INCLUDE:

Aberdeen SD	Granite Falls SD	Pasco SD
Adna SD	Griffin SD	Pe Ell SD
Anacortes SD	Highland SD	Pioneer SD
Arlington SD	Highline SD	Prosser SD
Bainbridge Island SD	Hood Canal SD	Puget Sound ESD
Bellevue SD	Hoquiam SD	Quilcene SD
Bellingham SD	Issaquah SD	Quillate Valley SD
Bethel SD	Kent SD	Rainier SD
Blaine SD	Kititas Public School	Raymond SD
Boistford SD	LaConner SD	Renton SD
Bremerton SD	Lake Chelan SD	Riverview SD
Brinnon SD	Lake Stevens SD	San Juan Island SD
Burlington SD	Lopez Island SD	Sedro Woolley SD
Cape Flattery SD	Lummi Tribal School	Selah SD
Cascade SD	Lynden SD	Shelton SD
Cashmere SD	Mabton Public Schools	Shoreline SD
Central Kitsap SD	Manson SD	South Bend SD
Chief Leschi SD	Mary K Knight SD	South Kitsap SD
Chimacum SD	McCleary SD	Saint Joseph/Marquette School
Cle Elum-Roslyn SD	Mead SD	Stanwood-Camano SD
Concrete SD	Medical Lake SD	Stevenson-Carson SD
Conway SD	Meridian SD	Summer – Bpnney Lake SD
Cosmopolis SD	Morton SD	Sunnyside SD
Coupeville SD	Mossy Rock SD	Suquamish Tribal School Tacoma
Crescent SDD	Mount Adams SD	Public Schools
Darrington SD	Mount Baker SD	Tahoma SD
East Valley SD #90	Mount Vernon SD	Taholah SD
Easton SD	Naches SD	Tenino SD
Eatonville SD	Niselle-Grey SD	Thorp SD
Educational SD 112	Nooksack SD	Toppenish SD
Educational SD 105	North Beach SD	Tumwater SD
Edmonds SD	North Kitsap SD	University Place SD
Ellensburg SD	North Mason SD	Vashon Island SD
Elma SD	North River SD	Wa He Lute Indian School
Enumclaw SD	North Shore SD	Wapato Public Schools
Ephrata SD	North Thurston SD	Wenatchee SD
EPIC	Oakville SD	West Valley SD
Everett SD	Ocean Beach SD	White Pass SD
Federal Way SD	Ocosta SD	Willapa Valley SD
Ferndale SD	Olympia SD	Yakima SD
Fife SD	Onalaska SD #300	Yelm Community Schools
Franklin Pierce SD	Orcas Island SD	Zillah SD
Grandview SD	Orondo SD	
Granger SD	Orting SD	

APPENDIX 2. PSJPC SCHOOL DISTRICT MEMBER DELIVERY SITES BY DISTRICT

Download documents from website at www.pugetsoundcoop.org.

APPENDIX 3. LIST OF PSJPC AWARDED PROCESSORS FOR FURTHER PROCESSING OF USDA FOODS

1. Bongards Creameries
2. ConAgra Foodservice
3. Jennie-O Turkey Store
4. Land O' Lakes
5. Rich Products Corp.
6. Rose and Shore
7. S.A. Piazza
8. Schwan's Food Service
9. Smucker Company
10. Tools for Schools
11. Tony Roberts
12. Trident Seafood
13. Tyson Foodservice
14. Yang's Fifth Taste

ATTACHMENT A: PROPOSER/BIDDER CHECKLIST

Fuget Sound Joint Purchasing Cooperative (FSJPC)

**Proposer/Bidder Checklist & General Reminders of How to Submit
RFP #202223-1 and/or to Submit Questions**

Checklist of all required forms to be completed and returned with proposal package.
Submit Checklist with the bid packet.

Complete all areas in request for proposal specifications. Include all proposal document pages where signatures, dates, and additional information is required or requested including USDA Commodity Cold Storage, Handling and Delivery, Non-Bid Item Pricing, Bid Agreement, Lobbying Certification and Disclosure, and Debarment and Suspension Certification.

It is recommended that Distributors use the following check list to assure their bid is complete:

1. Have read/understood and accept the terms and conditions of this bid Yes
2. Attachment A: Proposer/Bidder checklist (has checked the proposer/bidder checklist and submitted with response) Yes
3. Attachment B: PSJPC School District Member Checkoff List (checked districts able to deliver to and enclosed) Yes
4. Attachment C: Protest Procedures (signed and enclosed) Yes
5. Attachment D: USDA Certification for Debarment and Suspension (signed and enclosed) Yes
6. Attachment E: OSPI Certification Regarding Lobbying and Disclosure of Lobbying Activities (signed and enclosed) Yes
7. Attachment F: Non-Collusion Affidavit (signed and enclosed) Yes
8. Attachment G: Certification regarding "Buy American" Requirements (signed and enclosed) Yes
9. Attachment H: Affirmative Action Contract Compliance Statement (signed and enclosed) Yes
10. Attachment I: Pricing of USDA Donated Commodities – 60 Cold Storage (completed and enclosed) Yes
11. Attachment J: Affirmation of Bid and Non-Bid Item Markup (completed and submitted or are submitting a different pricing model) Yes
12. Attachment K: Value Pass Through Agreement (completed and enclosed) Yes
13. Attachment L: Written Questionnaire (completed and enclosed) Yes
14. Attachment M: Proposer Food Safety Plan (completed and enclosed) Yes
15. Attachment N; Proposer Recall Systems Plan (completed and enclosed) Yes
16. Attachment O: Proposed Contact Information (completed and enclosed) Yes
17. Attachment P: Reference List (completed and enclosed) Yes

- 18. Attachment Q: Bidder Profile (completed and enclosed) Yes
- 19. Attachment R: Signature Page (completed and enclosed) Yes
- 20. Attachment S: Bid Award Contract/Award Letter (signed and enclosed RFP #202223-1) Yes
- 21. Attachment T; Cost Price Proposal (completed and enclosed) Yes
- 22. You have checked the PSJPC website for all addendum prior to submission of your bid response signed and included them with your bid response. Yes
- 23. Addendums – if issued, signed noting receipt Yes

Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal as non responsive.

Bidders will submit bid prices on two (2) USB thumb drives.

The electronic documents will expedite the bid compilation & award process.

The hard copy original form, along with the signature page, is required.

If a discrepancy between the hard copy bid form and electronic documents occurs, the hard copy bid will be presumed correct.

Examination of Site and Conditions: Before submitting bid, bidder must:

- 1. Carefully examine the bid conditions.**
- 2. Fully inform him/herself of existing conditions and limitations.**
- 3. Include in his/her bid sums sufficient to cover all items required by agreement. Bidder must rely entirely upon his/her own examination in making his/her bid**

ATTACHMENT B: PSIPC SCHOOL DISTRICT MEMBER CHECKOFF LIST

Download documents from website at www.pugetsoundcoop.org.

ATTACHMENT C: PROTEST PROCEDURE
PSJPC Bid #202223-1

PROTEST PRIOR TO AWARD:

PROTEST PRIOR TO AWARD CRITERIA:

Protests prior to Award will be considered only if the protest concerns:

1. Proposal acceptance of other Bidders,
2. The specifications or
3. The manner in which the solicitation process has been conducted.

INITIATING THE PROTEST PROCESS:

The protesting Bidder must notify Lincoln Pierce, PSJPC Executive Director, of the solicitation of his/her intent to file a protest as soon as possible after he/she becomes aware of the reason(s) for the protest. The protest(s) must be received in writing by PSJPC not later than five (5) business days after the Bidder's notification to PSJPC of the intent to protest.

If Intent to Award is announced, any protest must be received in writing by PSJPC not later than five (5) business days after the announcement or as otherwise specified in the Solicitation document.

If a protest is not received within these time frames it will be untimely and PSJPC may proceed with the award without further obligation.

The PSJPC will consider all the facts available and issue a decision in writing within ten (10) business days after receipt of the protest, unless more time is needed. If additional time is necessary PSJPC will notify the protesting Bidder and, where applicable, the Bidder(s) against whom the protest is made.

APPEAL OF PROTEST PRIOR TO AWARD DECISION:

The protesting Bidder or the Bidder against whom the protest is made has the right to appeal the decision of PSJPC to the PSJPC Executive Board. The appeal must be received by the PSJPC Executive Director within five (5) business days after notification of PSJPC's decision.

The PSJPC Executive Board will consider all of the facts available and issue a decision in writing within ten (10) business days after receipt of the appeal, unless more time is needed. The appealing Bidder will be notified if additional time is necessary.

Award of the contract will be postponed until after the PSJPC Executive Board has issued a decision unless an emergency exists necessitating the award of the contract as determined by the PSJPC Executive Board.

The decision of the PSJPC Executive Board on the protest appeal is final. PSJPC Executive Board may issue further clarifications if determined necessary.

PROTEST AFTER AWARD:

PROTEST AFTER AWARD CRITERIA:

Protests after Award will be considered only if the protest concerns:

1. A matter which arises after the Award or
2. Could not reasonably have been known or discovered prior to Award.

INITIATING THE PROTEST PROCESS AFTER AWARD:

The protesting Bidder must notify both PSJPC Executive Director in charge of the solicitation process and the Bidder that has received the Award that a protest of the Award is being made. This notification must be made as soon as possible after the Notice of Award is issued by an immediate communication method such as telephone or e-mail. The protesting Bidder must provide documentation demonstrating that they have notified the Bidder that has received the Award of their protest.

In addition to the above notification requirement, the written protest must be received by the PSJPC Executive Director in charge of this procurement not later than five (5) business days after Notice of Award is issued by the PSJPC.

The PSJPC Executive Director will:

Issue a decision on the protest within ten (10) business days after the protest was received, unless more time is needed.

The protesting Bidder and the Bidder who has received the Award shall be notified of any delay in issuing the PSJPC Executive Director decision if more time is needed. The decision of the PSJPC Executive Director is final if the award is upheld. The PSJPC Executive Director may subsequently issue further clarifications, if necessary.

If the PSJPC Executive Director finds that the protest should be upheld and the Award canceled, all Bidders, including the protesting Bidder and the Bidder who received the Award, will be notified of the intent to cancel the Award and the reasons, therefore.

AWARDED BIDDER APPEAL PROCESS

The Bidder who has received the Award has five (5) business days after receipt of notification of the intent to cancel the award in which to appeal the decision to the PSJPC Board. Copies of the Bidder's appeal must also be sent to the PSJPC Executive Director responsible for the solicitation.

The PSJPC Board or designee will:

Issue a decision

- a. to both the appealing Bidder and the original protesting Bidder
- b. within ten (10) business days after receipt of the appeal, unless more time is needed. If more time is needed to issue a decision, all Bidders, including the appealing Bidder and the original protesting Bidder, will be notified.

DECISION FINAL

The appeal decision of the PSJPC Board or designee is final. The PSJPC Board or designee may subsequently issue further clarifications if necessary,

APPEAL UPHeld AND CONTRACT AWARD UPHeld

If the PSJPC Board or designee upholds the appeal and upholds the contract as awarded, the PSJPC will notify all Bidders of the decision.

APPEAL DENIED AND AWARD CANCELED

If PSJPC Board or designee upholds the decision of the PSJPC Executive Director, the PSJPC will proceed with cancellation of the award.

If the award is cancelled, the PSJPC may reject all bids, quotes or proposals pursuant to RCW 43.1911(4) and solicit new bids, quotes or proposals.

If the PSJPC does not decide to reject all bids, an award will be made to the next lowest responsive and responsible Bidder.

PROTEST AND APPEALS – FORM AND SUBSTANCE

All protests and appeals must:

1. Be in writing,
2. Signed by the protesting or appealing Bidder or an authorized agent
3. Delivered within the time frame(s) outlined herein
4. Addressed to that individual within the PSJPC assigned review responsibilities as specified above.

The protesting or appealing Bidder must:

1. State all facts and arguments on which the protesting or appealing Bidder is relying as the basis for its action
2. Attach any relevant exhibits related, or referred to in the written protest or appeal
3. Mail, fax or deliver copies of all protests, appeals, and exhibits to the Bidder or Bidders against whom the protest is made at the same time such protest, appeal, and exhibits are submitted to the PSJPC.

COMMUNICATION DURING PROTESTS AND APPEALS

All communications relative to a solicitation that is being protested or appealed must be coordinated through that person conducting the official review for the PSJPC.

_____ Initial

_____ Date

U.S. DEPARTMENT OF AGRICULTURE

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

Vendor Must Sign & Submit with Bid Submission

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number of Project Name

Name and Title(s) of Authorized Representative

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

By signing and side in submitting this form, the prospective lower tier participant is providing the certification set out on the reverse 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.

terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "99 participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections 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 Cover 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 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 it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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.

DEBARMENT AND SUSPENSION

Sponsor is prohibited from contracting a company or individual that has been debarred or suspended in accordance with 7 CFR Piipt3017. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$100,000. Rather, it applies to new contracts and extensions or renewals of existing contract of \$100,000 or more and to 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, Food and Nutrition Service (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 contracts involving federal non-procurement programs. Furthermore, a company or individual may continue to enter into new contracts or extend or renew existing contracts involving federal non-procurement 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 non-procurement programs, including the extension or renewal of existing contracts. However, a debarred company or individual is not excused from fulfilling contract that involves a federal non-procurement 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 contract to supply milk to a sponsor receiving funds under the Child and Adult Care Food Program may continue to do business under that contract, but no extension or renewal of that 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 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 or individual could be required to institute ethics education programs for its employees, report to FNS on its budding practices, and even restructure management in order to prevent any future misconduct. Such an agreement would allow the company or individual to continue to participate in transactions involving federal non-procurement programs, which 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 received 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 non-procurement 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 with that period.

As with a debarment, the company or individual is not excused from fulfilling contracts involving federal non-procurement programs. And while the company or individual and a sponsor may continue to do business under an existing contract, the contract may neither be extended nor renewed, nor may the sponsor enter into a new contract with a suspended company or individual.

Certification Statement

To ensure that a sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each 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 sponsor may rely upon the certification statement submitted by a bidder unless sponsor personnel know that the certification is in error. In such cases, the sponsor should contact the state agency for confirmation of the bidder's status relative to debarment and suspension.



OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION - Child Nutrition Services
 PO BOX 47200 · OLYMPIA WA 98504-7200
 360-725-6200 · TTY 360-664-3631

**Child Nutrition Services
 DISCLOSURE OF LOBBYING ACTIVITIES**

If the organization participates in any lobbying activities **and** receives more than \$100,000 in federal funds (from any source), complete pages 2 and 3 of *Disclosure of Lobbying Activities* and submit.

Recipients of federal grants such as U.S. Department of Agriculture Food and Nutrition Services funds, contracts, loans, and cooperative agreements are prohibited from using any federal funds to pay any persons to influence federal decision making (lobbying) in connection with a specific award. Paying dues to the School Nutrition Association does not constitute a lobbying effort and does not need to be reported.

Examples of sources of federal funds and the Common Codes of Federal Domestic Assistance (CFDA) as reference for question number 7 on page 2:

Program Title	CFDA Number
Child and Adult Care Food Program	10.558
National School Lunch Program	10.555
School Breakfast Program	10.553
Special Milk Program	10.556
Summer Food Service Program	10.559

If the organization participates in any lobbying activities **and** receives more than \$100,000 in federal funds (from ANY source), complete pages 2 and 3 of the *Disclosure of Lobbying Activities* form.

USDA is an equal opportunity provider and employer.

DISCLOSURE OF LOBBYING ACTIVITIES
INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "subawardee", then enter the full name, addressee, city, state and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grant, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT F: NON-COLLUSION AFFIDAVIT

**STATE OF WASHINGTON NON-COLLUSION AFFIDAVIT
COUNTY OF KING**

Bidder must sign and submit with bid response or bid will be rejected.

_____, being first duly sworn, on his oath says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to myself an advantage over any other bidder or bidders.

_____ CONTRACTOR

SUBSCRIBED AND SWORN to before me this _____ day of _____ year _____.

NOTARY PUBLIC IN AND FOR THE STATE OF _____, residing

at _____.

ATTACHMENT G: CERTIFICATION REGARDING "BUY AMERICAN REQUIREMENTS

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

We request that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above.

On the product bid document please put an X in the column marked "Not American" if the item you are bidding is not of American origin.

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

By signing below the distributor indicates all products not marked with an X in the bid documents are of American origin."

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date _____

Vendor Name _____

Completed By _____

ATTACHMENT H: AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

**PUGET SOUND JOINT PURCHASING COOPERATIVE
AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

Bidders must sign, date and submit this form with bid response.

Distributors who desire to provide Puget Sound Joint Purchasing Cooperative with equipment, supplies and/or professional services must comply with the following affirmative action contract requirements. During the performance of this contract, the Distributor agrees as follows:

1. The Distributor agrees to comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The Distributor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The Distributor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The Distributor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's affirmative action commitments, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
5. Any Distributor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from any district or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

Acknowledgement: The undersigned acknowledges that he/she has read and understands the foregoing.

Name of Firm _____

Printed Name of Authorized Signer _____

Signature of Authorized Signer

Did # _____ Date _____

ATTACHMENT I: PRICING FOR USDA DONATED COMMODITIES – 60 DAY COLD STORAGE

**PRICING: USDA DONATED COMMODITIES, 60 DAY COLD STORAGE AND
DISTRIBUTION
RID #202223-1
FOR
PUGET SOUND JOINT PURCHASING COOPERATIVE**

Distributor Name _____

Distributor must complete and submit with bid submission or bid will be rejected.

Initial 60-day period, based on time of receipt until delivery, including delivery, will be invoiced at a flat rate per case.

Flat Rate per case for 60-day storage. _____/case

USDA donated commodities extend cold storage beyond the 60-day period. Weekly flat rate, per case, per week, invoiced to individual participating districts on a monthly basis.

Flat Rate per case per week beyond original 60-day storage rate. Short term 61-180 days _____/case/week

Flat Rate per case per week beyond 180 days _____/case/week
Long term 180 + days.

Delivery Schedule

Commodities are delivered with commercial food deliveries _____

Frequency of Delivery is _____/weekly/Monthly

Any additional charges that may apply: Please note below:

Distributor Signature _____

Print Name _____

Date _____

ATTACHMENT J: AFFIRMATION OF BID AND NON-BID ITEM MARKUP

AFFIRMATION OF BID AND NON-BID ITEM MARKUP

BID #202223-1

FOR PUGET SOUND JOINT PURCHASING COOPERATIVE

Vendor must complete and submit with bid response or the bid will be rejected.

Please list below your Fixed Fee for delivery of items listed on the bid item list. This is a summary sheet for use by the PSJPC and will not supersede pricing on the Item Specification bids document.

Bid and Non- Bid Item Flat Fees Markup Per Case				
Product Category	A - 20-39 cs	B - 40-99 cs	C - 100-299 cs	D - 300+ cs
Beverages				
Disposables				
Dry Groceries				
Fruits/Vegetables/Juices (dry groceries)				
Frozen Fruits and Vegetables				
Frozen Miscellaneous				
Frozen Protein				
Janitorial and Chemicals				
Produce				
Dairy				
Bakery				
Refrigerated items				
Seafood items				
Shortening/oil/margarine				
Products by the LB				
An Each (split cases) Give formula				

How is drop size determined? PSJPC requests an 8-week average.

_____ We use an 8-week average.

_____ We use a different method described below

_____ This is a summary of how we applied pricing to the Item Spec Spreadsheet

If you have an Alternate method of pricing for PSJPC members, please show the method below and include an explanation of the benefits to the PSJPC. Include an additional page if need.

Distributor Signature _____

Print Name _____

Date _____

ATTACHMENT K: VALUE PASS THROUGH AGREEMENT

**VALUE PASS THROUGH (NOI/REBATES) AGREEMENT ON COMMERCIAL
COMMODITY PROCESSED PRODUCTS
BID #202223-1
FOR
PUGET SOUND JOINT PURCHASING COOPERATIVE**

Vendor must complete and submit with bid response or the bid will be rejected

DISTRIBUTOR NAME _____

We confirm that we have the ability to provide PSJPC with value pass through _____

We do not have the ability to provide PSJPC with value pass through _____

We have provided value pass through in the past _____

We have not provided value pass through in the past _____

If you have not provided this service in the past, please provide a brief description, in the space below, of your plan to be able to do so for the term of this contract with the PSJPC.

Distributor Signature _____

Print Name _____

Date _____

ATTACHMENT L. WRITTEN QUESTIONNAIRE

No proposal shall receive consideration by the PSJPC unless they include responses to each of the questions below. Prospective proposers should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise responses.

WRITTEN QUESTIONNAIRE FORMAT AND CONTENT REQUIREMENTS

Written Proposals should be organized and presented in the order set forth below with corresponding listed section headings. Written Proposal should be completed in a word processing program using single spacing, size 12 readable font and submitted as a PDF.

List Proposer Name: _____

Section 1 – Ordering

- A. Describe Proposer’s online web-based ordering system and its features.
- B. What are alternative to online ordering?
- C. What are the minimum and maximum lead times for districts to place their orders?
- D. When there is not enough product in stock, how is it determined which orders fill and which are shorted? Are orders filled based on when received?
- E. How late can add-ons be added to next day delivery and is there a limit on the number of cases that can be added on?
- F. What is the lead time you require for orders that ensures a 95% fill rate?
- G: What is your procedure for notifying customers of shortage and/or substitutions?
- H: What do you do if a district doesn’t meet the minimum of 20 cases?

Section 2 - USDA Foods Further Processed

- A. Describe how distributor will communicate USDA Foods usage/velocity reports to processor. ProcessorLink. and K12 Foodservice. Include the frequency of these reports.
- B. What Value Pass through methods do you utilize for processed USDA Foods?
- C. Describe the tools offered by distributor to assist districts verify the amounts used and remaining of their USDA Foods entitlement. Are districts able to run their own reports?
- D. How does the Proposers order system assist districts determine how many cases of USDA Foods items they have remaining? Indicate if the system is “real time” or what the time delay will be.
- E. Describe how USDA Foods Further Processed products that are “special ordered” have their entitlement value tracked and properly credited.

Section 3 - Reports

- A. Describe how the requirement to provide PSJPC with monthly usage reports by delivery site and by district will be met.
- B. How do districts obtain velocity reports to conduct personal sales analysis or to submit for rebates?
- C. What rebate programs/third parties does Proposer submit usage and/or pricing information to on behalf of school districts? What steps are required to set up this process?

Section 4 –Delivery

- A. The Distributor will provide a delivery implementation plan. The plan should outline how they intend to provide needed services in a timely manner to PSJPC member districts.

- B. What are Proposers standard operating procedures with regard to temperature control of product?
- C. Describe how the Proposer will track the timeliness of deliveries? What is the procedure for when the delivery is outside the delivery window?
- D. Describe your policy regarding your delivery driver/staff assisting in moving received products to storage areas?
- E. How will emergency deliveries (deliveries not on a scheduled date) be handled?

Section 5 –Emergency Preparedness

- A. Please provide a summary of what provisions have been made to serve customers in an emergency situation and to identify what supplies would be available to meet school district needs.

Section 6 –Invoicing

- A. What is Proposers return and credit process for the following: mispicks, damaged or poor-quality product, misorders, short-on-truck items?
- B. When and how are the credits issued?
- C. What early pay discount will Proposer offer?

Section 7 - Products

- A. The Distributor shall provide PSJPC will a purchasing/stocking plan of bid items. Items on our bid that have a usage, based on past and current year, of over 400 cases a year must be stocked in adequate quantities.
- B. The stocking plan should include information for adding, replacing and deleting items from the stocking list and how that information is given to districts?
- C. How are special orders placed? Include timeframe and minimum quantity needed.
- D. Describe Proposer’s plans to assure the availability of products throughout the school year, especially the beginning and end.

Section 8 - Nutrient & CN Information

- A. Describe Proposer’s accessibility of nutrient information of stocked product.
- B. How will the Proposer maintain nutrient, ingredient, and/or CN product information to ensure current information? How is that information made available to member districts?
- C. What resources are available to assist districts meet needs for customers with food allergies?

Section 9 - Transition

- A. Provide a transition plan with a minimum of these elements:
 - a. How the vendor will go about implementing the program in the time available so as not to cause any service break between the current provider and the new provider
 - b. Timeline for training of all school districts on the online order system between the date of the award of the PSJPC Prime Vendor agreement and August 1, 2022.
 - c. Plan to determine mutually agreed upon delivery schedules for all sites.

Section 10 - Customer Service

- A. What positions within the Proposer’s company will be primary points of contact for school districts?
- B. What service will they provide districts?
- C. If the distributor has multiple locations serving our member districts, please indicate how coordination between these sites will be done?

Section 11 - Value Added Services

- A. Describe no-cost training opportunities available to districts for School Nutrition staff to receive CEU hours for Professional Standards.
- B. Address any alternative or additional services that you are capable of providing that may be of benefit to the PSJPC. These may include items such as online inventory management program, facilities design assistance, HACCP assistance, local annual new school product review, school meals specialist, or list of broker contacts.
- C. How often and where are Distributor's food shows located? Which of these shows focus on school products?
- D. Describe relationships you have for sourcing locally grown/raised produce and other products within the State of Washington or the states touching the borders of Washington, specifically Oregon and Idaho. Are there dedicated Slots/SKUs for locally grown/raised produce and other local and/or small to mid-size producers?
- E. How are districts made aware of locally grown/raised products?

Section 12 – Buy American

- A. Describe the tools and strategies to support schools in documenting compliance with the Buy American Provision.

Section 13 - Fill Rate

- A. What is your company's average "fill rate" to your customers? Please explain how you calculate this fill rate? Indicate if this includes or excludes substitutes?
- B. What provisions does your firm take to achieve a high level of execution in fill rates?
- C. How would your firm manage its inventory to ensure the PSJPC member districts orders comply with your company's average fill rate?

Section 14 – Other

- A. What types of accounts and/or food items does the Proposer flag as proprietary? For what purpose is this done?
- B. Regarding Employees who have been convicted of Crimes Involving Children, describe the steps Proposer completes to ensure personnel who are registered sex offender or who have been convicted of sexual abuse due not enter the school building or property when students are attending school or a school related activity.
- C. How many years has your company been in the K-12 /or similar business?
- D. How would you describe your company's financial stability?
- E. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain.
- F. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, please explain.

ATTACHMENT M: PROPOSER FOOD SAFETY- HACCP PLAN

The proposer must have a HACCP plan in place and must provide the PSJPC with a copy of these plans and their most recent inspection report by a third party for their HACCP plan.

ATTACHMENT N: PROPOSER PRODUCT RECALL SYSTEM

The proposer must have a recall system in place and must provide the PSJPC with a copy of these plans and their most recent inspection report by a third party for their Recall System.

ATTACHMENT O: PROPOSER CONTACT INFORMATION

Proposer Name: _____

Sales Representative Contact Person: _____

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Customer Service Contact Person: _____

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Billing Contact Person: _____

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Emergency Contact Person for After/Before Hours:

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

ATTACHMENT P: REFERENCE LIST

Proposer must include in their proposal, a list of school districts or similar the vendor has done business within the last twelve (12) months, preferable from the distribution center that will be handling PSJPC and preferably districts of varying sizes. For each organization, the vendor must include the name, title, address, telephone number and email address of a contact person.

Proposer Name: _____

Reference One – Company Name: _____

Contact Person: _____

Office Phone: _____

Fax Number: _____

E-mail: _____

Reference Two – Company Name: _____

Contact Person: _____

Office Phone: _____

Fax Number: _____

E-mail: _____

Reference Three – Company Name: _____

Contact Person: _____

Office Phone: _____

Fax Number: _____

E-mail: _____

**ATTACHMENT Q: BIDDER PROFILE
PSJPC BID #202223-1**

COMPANY INFORMATION

Contractor Information: Provide the below information, which will be used for contract administration:

For example: the legal business name, legal status (*e.g.*, corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom the PSJPC, may execute any Contract arising from this RFP, including the names and titles of Bidder's principal officers.

1. Federal Tax Identification number: _____

2. WA State Department of Revenue Registration Tax number _____

3. Company Internet URL Address (if available): _____

4. Company Mailing Addresses

--

5. Orders to be sent to:

--

6. Billing will be from

--

7. Payment to be sent to

--

PURCHASING COOPERATIVE MEMBERS:

POLITICAL SUBDIVISIONS: Bidder agrees to sell the goods and services on this contract to members (school districts) of the Puget Sound Joint Purchasing Cooperative and other school districts with permission of the PSJPC: Yes No (If reply is "No" attach letter to this bid response explaining reason(s) for declining participation by political subdivisions).

**ATTACHMENT R: SIGNATURE PAGE
PUGET SOUND JOINT PURCHASING COOPERATIVE
2661 N Pearl Street, #139 Tacoma, WA 98407**

FOOD PRODUCTS, SUPPLIES AND COMMODITY STORAGE RFP #202223-1

The undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items upon which prices were quoted, at the prices set opposite each item, F.O.B. delivery point specified in the Request for Proposal, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

FIRM NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME: (Typed or Printed in Ink) _____

TITLE: _____

TELEPHONE NO: _____

FAX NO: _____

E-MAIL ADDRESS: _____

If you are not responding to this bid, please list your company name and address check one of the following lines and return to bid submission address listed on page 1 of this RFP:

- Keep our name on the list of bidders for this bid
- Remove our name from the list of bidders for this bid
- Remove our name from the list of bidders for all bids

ATTACHMENT S: BID AWARD CONTRACT/AWARD LETTER

BID CONTRACT AWARD LETTER
FOOD PRODUCTS, SUPPLIES, AND COMMODITY STORAGE
RFP #202223 1
FOR
PUGET SOUND JOINT PURCHASING COOPERATIVE

This page must be completed by bidder & submitted with bid response or response will be rejected:

Company Name

Address

Name of Authorized Agent (Please Print)

City State Zip

Signature of Authorized Agent

Telephone Number/Fax Number

Printed Signature, Title

E-mail address

Date

We allow ___ days for payment of invoices. Our terms are - (add page if needed to explain terms)

Prompt Payment Discount ___% ___ days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

Purchasing (credit) cards accepted: Yes ___ No ___

If yes, please list major brand below:

Bidder's Company Name

This portion to be completed by the Puget Sound Joint Purchasing Cooperative Board
The PSJPC Board has awarded the following products on Contract Bid # 202223-1 to your company,

PSJPC
Attn: C Lincoln Pierce, Executive Director
2661 N Pearl St., #139.
Tacoma, Washington 98407
253-405-5886

PSJPC Signature

PSJPC Printed Name & Title Hannah Phillips, PSJPC Chair Date

Witness Signature & Title PSJPC Chair Elect Date

ATTACHMENT T: COST PRICE PROPOSAL (EXCEL DOCUMENT)
Download documents from website at www.pugetsoundcoop.org
Complete; return as Excel file titled Attachment T

Proposers shall use the provided excel spreadsheet preserving all formatting. Include responses for the following on each of the identified tabs:

TAB 1. Instructions

Tab 2. Company Information

Tab 3. Cost Price Proposal

Tab 4. Alternate Items

Tab 5. List of Spices

Tab 6. Sortable by Bid Item



US FOODS, INC.

Unique Entity ID VHU6XA8CB7S5	CAGE / NCAGE 1M6T4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 18, 2022	
Physical Address 2204 70TH Avenue E STE 100 Tacoma, Washington 98424-3012 United States	Mailing Address 8075 S River Parkway Tempe, Arizona 85284-1010 United States	

Business Information

Doing Business as (blank)	Division Name Us Foods - Seattle	Division Number 40
Congressional District Washington 10	State / Country of Incorporation Delaware / United States	URL (blank)

Registration Dates

Activation Date Oct 22, 2021	Submission Date Oct 18, 2021	Initial Registration Date Oct 20, 2000
--	--	--

Entity Dates

Entity Start Date Mar 1, 1976	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE 33BA4	Legal Business Name US FOODS, INC.
----------------------	--

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAFIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 1M6T4

Points of Contact

Electronic Business

⌘ GEOFF ROGALLA	8075 S River Parkway Tempe, Arizona 85284 United States
URSULA DUNCAN	8075 S River Parkway Tempe, Arizona 85284 United States

Government Business

⌘ FABIAN SRIWARDENE	9399 W. Higgins RD. STE 800 Rosemont, Illinois 60018 United States
SARA FINA	9399 W. Higgins RD. STE 800 Rosemont, Illinois 60018 United States

Past Performance

⌘ KELLY ANDERSON	8075 S River Parkway Tempe, Arizona 85284 United States
GEOFF ROGALLA	8075 S River Parkway Tempe, Arizona 85284 United States

Standard Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	424410	General Line Grocery Merchant Wholesalers
	311991	Perishable Prepared Food Manufacturing
	311999	All Other Miscellaneous Food Manufacturing
	423440	Other Commercial Equipment Merchant Wholesalers
	423740	Refrigeration Equipment And Supplies Merchant Wholesalers
	424420	Packaged Frozen Food Merchant Wholesalers
	424430	Dairy Product (Except Dried Or Canned) Merchant Wholesalers
	424440	Poultry And Poultry Product Merchant Wholesalers
	424450	Confectionery Merchant Wholesalers
	424460	Fish And Seafood Merchant Wholesalers
	424470	Meat And Meat Product Merchant Wholesalers
	424480	Fresh Fruit And Vegetable Merchant Wholesalers
	424490	Other Grocery And Related Products Merchant Wholesalers

Product and Service Codes

PSC	PSC Name
3605	Food Products Machinery And Equipment
7310	Food Cooking, Baking, And Serving Equipment
7320	Kitchen Equipment And Appliances
7330	Kitchen Hand Tools And Utensils
8905	Meat, Poultry, And Fish
8910	Dairy Foods And Eggs
8915	Fruits And Vegetables
8930	Jams, Jellies, And Preserves
8940	Special Dietary Foods And Food Specialty Preparations
8945	Food, Oils And Fats

Disaster Response

This entity does not appear in the disaster response registry.

STATE OF WASHINGTON -- KING COUNTY

--SS.

400990

No.

PUGET SOUND JOINT PURCHASING

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a


BCSB:FOOD PRODUCTS

was published on

12/03/21 12/08/21

The amount of the fee charged for the foregoing publication is the sum of \$219.30.





Subscribed and sworn to before me on

12/08/2021

Notary public for the State of Washington
residing in Seattle

Affidavit of Publication

State of Washington, King County

Puget Sound Joint Purchasing Cooperative Prime Vendor for Food Products, Supplies and Commodity Storage Bid Date: Feb. 17, 2022

INVITATION FOR BID

Scaled Bids are being solicited by the Puget Sound Joint Purchasing Cooperative for **Proposals for Prime Vendor for Food Products, Supplies and Commodity Storage RFP #202021-1**, at 2661 N Pearl Street, #139, Tacoma, Washington 98407. **Due date is Wednesday, February 17, 2022 at 11 AM PST.**

Bid Submission Address:

Renton School District
Nutrition Services Dept.
Att: PSJPC RFP #202223-1
409 S Tobin St., Renton, WA
98057

A Pre Bid Zoom Meeting will be held December 10th, 2021 at 1 PM PST.

Please contact PSJPC Bid Coordinator, Lincoln Pierce at lincoln.pierce@pugetsoundcoop.org to receive a link to the meeting.

Interested parties are invited to contact Lincoln Pierce at lincoln.pierce@pugetsoundcoop.org (253-406-5886 or online at www.pugetsoundcoop.org for proposal form packet and detailed specifications. All documents are posted online at www.pugetsoundcoop.org/resources/bids. The Puget Sound Joint Purchasing Cooperative reserves the right to reject any or all proposals, and to waive any informalities or irregularities in any proposal or in the proposing.

Dates of publication in the Seattle Daily Journal of Commerce, December 3 and 8, 2021.

12/8(400990)

ATTACHMENT S: BID AWARD CONTRACT/AWARD LETTER

BID CONTRACT AWARD LETTER
FOOD PRODUCTS, SUPPLIES, AND COMMODITY STORAGE
RFP #202223-1
FOR
PUGET SOUND JOINT PURCHASING COOPERATIVE

This page must be completed by bidder & submitted with bid response or response will be rejected:

US Foods
Company Name

2204 70th Ave E Suite 100
Address

Gary Myers
Name of Authorized Agent (Please Print)

Fife, WA 98424
City State Zip


Signature of Authorized Agent

(253) 620-3950
Telephone Number/Fax Number

Gary Myers, Area President
Printed Signature, Title

Gary.Myers@usfoods.com
E-mail address

2/17/2022
Date

We allow _____ days for payment of invoices. Our terms are:

Payment terms vary by district. Existing payment terms will not change upon award.

Prompt Payment Discount _____ % _____ days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

The prompt pay incentive is netted into our aggressively priced fee-per-case structure in the Premier Group Purchasing and Distribution Program for Child Nutrition.

Purchasing (credit) cards accepted: Yes No _____

If yes, please list major brand below:

US Foods will accept payment by EFT, the corporate American Express, Discover and Visa credit cards, as well as Purchasing Cards. Mastercard and ghost cards are not accepted.

Bidder's Company Name: US Foods

.....
This portion to be completed by the Puget Sound Joint Purchasing Cooperative Board
The PSJPC Board has awarded the following products on Contract Bid #202223-1 to your company,

PSJPC
Attn: C Lincoln Pierce, Executive Director
2661 N Pearl St., #139
Tacoma, Washington 98407
253-405-5886
PSJPC Signature



PSJPC Printed Name & Title Hannah Phillips, PSJPC Chair
Witness Signature & Title _____
PSJPC Chair Elect

Date 3/9/2022
Date _____

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

March 8, 2022

US Food Service

Attn: Mr. Gary Myers
US Food Service, President Fife, WA
2204 70th Ave East, Suite 100
Fife, Washington 98424

RE:

**Award of Puget Sound Joint Purchasing Cooperative (PSJPC)
RFP #202223-1 - FOOD PRODUCTS, SUPPLIES AND COMMODITY STORAGE**

Mr. Myers,

The Puget Sound Joint Purchasing Co-operative would like to congratulate your company. Our Executive Board has voted to award US Food Service PSJPC RFP #202223-1. The PSJPC is looking forward to a successful partnership for the upcoming year. We appreciate all the time and energy that went into preparing this bid.

The initial term of the contract commences August 1, 2022, and ends July 31, 2023 with the option to renew for 4 additional 1-year terms.

Sincerely,



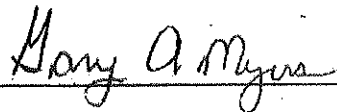
Hannah Phillips, Board Chair, PSJPC

Please sign below to acknowledge receipt and acceptance of the PSJPC award.

Officer Name and Title:

GARY MYERS Area President - Seattle

Signature



Date

3-10-22

ATTACHMENT S: BID AWARD CONTRACT/AWARD LETTER

BID CONTRACT AWARD LETTER
FOOD PRODUCTS, SUPPLIES, AND COMMODITY STORAGE
RFP #202223-1
FOR
PUGET SOUND JOINT PURCHASING COOPERATIVE

This page must be completed by bidder & submitted with bid response or response will be rejected:

US Foods
Company Name
2204 70th Ave E Suite 100
Address
Fife, WA 98424
City State Zip
Gary Myers
Name of Authorized Agent (Please Print)
Signature of Authorized Agent
(253) 620-3950
Telephone Number/Fax Number
Gary Myers, Area President
Printed Signature, Title
Gary.Myers@usfoods.com
E-mail address

2/17/2022
Date

We allow _____ days for payment of invoices. Our terms are:
Payment terms vary by district. Existing payment terms will not change upon award.

Prompt Payment Discount _____ % ____ days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

The prompt pay incentive is netted into our aggressively priced fee-per-case structure in the Premier Group Purchasing and Distribution Program for Child Nutrition.

Purchasing (credit) cards accepted: Yes No _____


If yes, please list major brand below:

US Foods will accept payment by EFT, the corporate American Express, Discover and Visa credit cards, as well as Purchasing Cards. Mastercard and ghost cards are not accepted.

Bidder's Company Name: US Foods

This portion to be completed by the Puget Sound Joint Purchasing Cooperative Board
The PSJPC Board has awarded the following products on Contract Bid # 202223-1 to your company,

PSJPC
Attn: C Lincoln Pierce, Executive Director
2661 N Pearl St, #139
Tacoma, Washington 98407
253-405-5886
PSJPC Signature



PSJPC Printed Name & Title Hannah Phillips, PSJPC Chair Date 3/9/2022
Witness Signature & Title PSJPC Chair Elect Date

**Award Spreadsheet
PUGET SOUND JOINT PURCHASING COOPERATIVE**

8-Mar-22

**PUGET SOUND BID POINTS COMPARISON
Bid #1-2017 - Food Products, Disposables and Commodity Storage**

Award Criteria	Dec. 10, 2021 Attended Pre-Bid Meeting	Feb. 17, 2022 Attended Bid Opening	Bid Was Complete <small>All Required Docs</small>	Call/Email Declining to bid	Submitted Questions On Bid	Bid On Parts/Items Of Bid	Total Product Bid Amount	Bid and Non Bid Pricing	Commodity Storage Pricing
Distributor									
US Food Service	Yes	Yes	Yes	Submitted Bid	Yes	Yes	\$84,227,334	Yes	Yes
Harbor Wholesale	Yes	No	NA	email	Yes	No Bid	NA		
SYSCO	Yes	No	NA	NA	Yes	No Bid	NA		
Gold Star	Yes	No	NA	Letter	Yes	No Bid	NA		

Bid Awarded to US Food Service

Only Bid
Pricing for delivery is less than current contract



US FOODS, INC.

Unique Entity ID VHU6XA8CB7S5	CAGE / NCAGE 1M6T4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 18, 2022	
Physical Address 2204 70TH Avenue E STE 100 Tacoma, Washington 98424-3612 United States	Mailing Address 8075 S River Parkway Tempe, Arizona 85284-1819 United States	

Doing Business as (blank)	Division Name Us Foods - Seattle	Division Number 4Q
Congressional District Washington 10	State / Country of Incorporation Delaware / United States	URL (blank)

Registration Dates

Activation Date Oct 22, 2021	Submission Date Oct 18, 2021	Initial Registration Date Oct 20, 2000
--	--	--

Entity Dates

Entity Start Date Mar 1, 1976	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE 33BA4	Legal Business Name US FOODS, INC.
----------------------	--

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
--	--	--

STATE OF WASHINGTON -- KING COUNTY

--SS.

400990

No.

PUGET SOUND JOINT PURCHASING

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

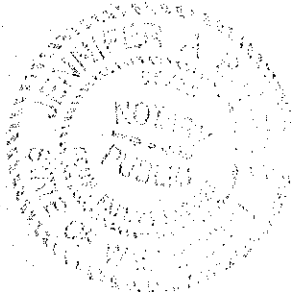
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:FOOD PRODUCTS

was published on

12/03/21 12/08/21

The amount of the fee charged for the foregoing publication is the sum of \$219.30.



Affidavit of Publication

[Handwritten Signature]

Subscribed and sworn to before me on

12/08/2021

[Handwritten Signature]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

Puget Sound Joint Purchasing Cooperative

**Prime Vendor for Food
Products, Supplies and
Commodity Storage**

Bid Date: Feb. 17, 2022

INVITATION FOR BID

Scaled Bids are being solicited by the Puget Sound Joint Purchasing Cooperative for Proposals for Prime Vendor for Food Products, Supplies and Commodity Storage RFP #202021-1, at 2661 N Pearl Street, #139, Tacoma, Washington 98407. Due date is Wednesday, February 17, 2022 at 11 AM PST.

Bid Submission Address:

Renton School District
Nutrition Services Dept.
Att: PSJPC RFP #202223-1
409 S Tobin St., Renton, WA
98057

A Pre Bid Zoom Meeting will be held December 10th, 2021 at 1 PM PST.

Please contact PSJPC Bid Coordinator, Lincoln Pierce at lincoln.pierce@pugetsoundcoop.org to receive a link to the meeting.

Interested parties are invited to contact Lincoln Pierce at lincoln.pierce@pugetsoundcoop.org (253-406-5886 or online at www.pugetsoundcoop.org for proposal form packet and detailed specifications. All documents are posted online at www.pugetsoundcoop.org/resources/bids.

The Puget Sound Joint Purchasing Cooperative reserves the right to reject any or all proposals, and to waive any informalities or irregularities in any proposal or in the proposing.

Dates of publication in the Seattle Daily Journal of Commerce, December 3 and 8, 2021.

12/8(400990)

PSJPC

Puget Sound Joint Purchasing Cooperative

Request for Proposal (RFP) for Prime Vendor for

FOOD PRODUCTS, SUPPLIES AND COMMODITY STORAGE

RFP #202223-1

Due: February 17th, 2022 @11 AM PST

Vender Name: U.S. Foods

Bid Received prior to 11 AM: Feb. 17, 2022 9:56 AM PST
(record date and time received per date stamp)

Checklist:

- | | | |
|--|---|-----------------------------|
| 1. Have read/understood and accept the terms and conditions of this bid. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Attachment A: Proposer/Bidder checklist (has checked the proposer/bidder checklist and submitted with response) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Attachment B: PSJPC School District Member Checkoff List (checked districts able to deliver to and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Attachment C: Protest Procedures (signed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Attachment D: USDA Certification for Debarment and Suspension (signed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Attachment E: OSPI Certification Regarding Lobbying and Disclosure of Lobbying Activities (signed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Attachment F: Non-Collusion Affidavit (signed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Attachment G: Certification regarding "Buy American" Requirements (signed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Attachment H: Affirmative Action Contract Compliance Statement (signed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 10. Attachment I: Pricing of USDA Donated Commodities – 60 Cold Storage (completed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 11. Attachment J: Affirmation of Bid and Non-Bid Item Markup (completed and submitted or are submitting a different pricing model) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

PSJPC

Puget Sound Joint Purchasing Cooperative
Request for Proposal (RFP) for Prime Vendor for
FOOD PRODUCTS, SUPPLIES AND COMMODITY STORAGE

RFP #202223-1

Due: February 17th, 2022 @11 AM PST

Vender Name: US, Foods

Checklist continued:

- | | | |
|---|---|-----------------------------|
| 12. Attachment K: Value Pass Through Agreement (completed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 13. Attachment L: Written Questionnaire (completed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 14. Attachment M: Proposer Food Safety Plan (completed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 15. Attachment N; Proposer Recall Systems Plan (completed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 16. Attachment O: Proposed Contact Information (completed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 17. Attachment P: Reference List (completed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 18. Attachment Q: Bidder Profile (completed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 19. Attachment R: Signature Page (completed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 20. Attachment S: Bid Award Contract/Award Letter (signed and enclosed RFP #202223-1) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 21. Attachment T; Cost Price Proposal (completed and enclosed) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 22. You have checked the PSJPC website for all addendum prior to submission of your bid response signed and included them with your bid response. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 23. Addendums – if issued, signed noting receipt | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Opened by: C. Lincoln Pience

Date and Time: Feb. 17, 2022 11:40 AM PST

***PUGET SOUND JOINT PURCHASING
COOPERATIVE***

*SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886*

Review of Expected Outcomes of Distributor RFP #202223-1

Date: 01/01/2021

RE: Review of Expected Outcomes of Distributor RFP #2023223-1

The PSJPC had about 55-56 million in purchases for the 18-19 school year. Due to the pandemic volume dropped in the 20-21 and 21-22 school years to approximately 44-47 million dollars. Members purchased over 7000 items from US Foods in 21-22. We took all the items that they purchased and in creating a market basket bid reduced the bid items to 571 plus commodity processing items bringing the total to 703 items which were around 45 million in purchases. That is about 75% of the volume of our group purchases for the 19-20 school year, which was the last year prior to the pandemic.

The PSJPC anticipates a large increase in costs and volume for the 22-23 school year. We therefore anticipate a dollar volume of approximately 75 million in the 2022-2023 school year.

Based on the 75 million dollar volume our bid results should be in the \$60-65 million dollar range.

C Lincoln Pierce
Executive Director, PSJPC



GOLD STAR FOODS

February 17, 2022

C. Lincoln Pierce, Executive Director
Puget Sound Joint Purchasing Cooperative
C/O Renton School District
Nutrition Services Department
409 S. Tobin St.
Renton, WA 98057

Dear Mr. Pierce,

Thank you for including Gold Star Foods, Inc. (Gold Star) in the Puget Sound Joint Purchasing Cooperative's (PSJPC) RFP# 202223-1: Prime Vendor for Food Products, Supplies, and Commodity Storage. While we're eager to work with the PSJPC and expand our Northwest footprint, we respectfully do not submit a response after careful deliberation.

Gold Star currently has the capacity to service a large portion of the PSJPC; however, servicing the entire co-op would require additional investment considerations in facilities and equipment. Due to the geographical factors, supply chain challenges, and certain restrictions of the RFP, not submitting a response is in the best mutual interest of Gold Star and the PSJPC.

We remain hopeful that we will have the opportunity to serve the PSJPC in some capacity and grow our partnership in the future. If you have any questions or want to discuss our decision in more detail, we welcome a meeting.

Respectfully,


John Cho, Vice President
Contracts and Merchandising

Cc: Sean Leer, Chief Executive Officer
Scott Benne, Chief Commercial Officer
Stephanie Ewing, Chief Federal & State Food Programs

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

April 1, 2024

US Food Service

Attn: Mr. Gary Myers
US Food Service, President
2204 70th Ave East, Suite 100
Fife, Washington 98424

RE:

Contract Renewal Award of Puget Sound Joint Purchasing Cooperative (PSJPC) RFP #202223-1 - FOOD PRODUCTS, SUPPLIES AND COMMODITY STORAGE

Mr. Myers,

The Puget Sound Joint Purchasing Co-operative would like to renew the contractual agreement with US Food Service for the 2024-25 school year. Our Executive Board has voted to renew the contract as specified under PSJPC RFP #202223-1. In addition the proposed fees for the 2023-24 school year are outlined as "Renewal Attachment A." The PSJPC is looking forward to a successful partnership for the upcoming year.

The term of this contract renewal commences August 1, 2024, and ends July 31 2025 with the option to renew for 2 additional 1-year terms.

Sincerely,

Mark Campbell, Executive Director

Please sign below to acknowledge receipt and acceptance of the PSJPC 2024-25 renewal award.

Officer Name and Title: Mischa Collins, VP, National Sales Field Ops- Premier

DocuSigned by:
Signature: Mischa Collins
9FC5DDE8EFC6408...

Date: 5/16/2024

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

**2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886**

Renewal: Attachment A

**2024-25 RENEWAL PRICING: USDA DONATED COMMODITIES, 60 DAY COLD STORAGE AND
DISTRIBUTION**

BID #202223-1

FOR

PUGET SOUND JOINT PURCHASING COOPERATIVE

Distributor Name: US Foods

Distributor must complete and submit with renewal submission.

Initial 60-day period, based on time of receipt until delivery, including delivery, will be invoiced at a flat rate per case.

Flat Rate per case for 60-day storage.

USDA donated commodities extend cold storage beyond the 60-day period. Weekly flat rate, per case, per week, invoiced to individual participating districts on a monthly basis.

Flat Rate per case per week beyond original
60-day storage rate. Short term 61-180 days

Flat Rate per case per week beyond 180 days
Long term 180 + days.

Delivery Schedule

Commodities are delivered with commercial food deliveries:

Frequency of Delivery is

Officer Name and Title:

Signature: _____ Date: _____

PUGET SOUND JOINT PURCHASING COOPERATIVE
 SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
 2661 N Pearl Street, #139
 Tacoma, Washington 98407
 253-405-5886

Renewal: Attachment B

AFFIRMATION OF 2024-25 RENEWAL PRICING FOR BID AND NON-BID ITEM MARKUP

BID #202223-1

Average Drop Size (Cases)	Fixed Fee per Case 2024-2025 School Year
PUGET SOUND (20-39)	\$3.06
PUGET SOUND (40-99)	\$3.05
PUGET SOUND (100-299)	\$2.74
PUGET SOUND (300+)	\$2.48

FEE/CES or MARKUP by CASE TIERS				
Contract Description***	20-39	40-99	100-299	300+
EQUIPMENT & SUPPLIES	9.75%	9.75%	9.75%	9.75%
ALL OTHER CATEGORIES	\$3.06	\$3.05	\$2.74	\$2.48

The Fixed Fee-Per-Case schedule will be reviewed annually and adjusted for key inflationary factors that affect the Average Case Cost for K-12 Participating Members. Culinary Equipment & Supplies (CES) is a subsidiary of US Foods, which offers direct order and online purchasing of supplies and equipment.

RFP

Officer Name and Title: Mischa Collins, VP, National Sales Field Ops- Premier

DocuSigned by:
Signature: Mischa Collins
 9FC5DDE8EFC6406...

Date: 5/16/2024

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

Renewal: Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

U.S. DEPARTMENT OF AGRICULTURE

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

Vendor Must Sign & Submit with Renewal Submission

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

US Foods
Organization Name

RFP # 202223-1
PR/Award Number of Project Name

Name and Title(s) of Authorized Representative Mischa Collins, VP, National Sales Field Ops- Premier

DocuSigned by:

Mischa Collins

5/16/2024

Signature(s)

Date

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

**2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886**

INSTRUCTIONS FOR CERTIFICATION

By signing and side in submitting this form, the prospective lower tier participant is providing the certification set out on the reverse 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.

terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "99 participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections 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 Cover 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 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 it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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.

DEBARMENT AND SUSPENSION

Sponsor is prohibited from contracting a company or individual that has been debarred or suspended in accordance with 7 CFR P11spt3017. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$100,000. Rather, it applies to new contracts and extensions or renewals of existing contract of \$100,000 or more and to 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, Food and Nutrition Service (FNS) must investigate and determine whether debarment is the appropriate course of action. If so, FNS issues

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

***2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886***

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 contracts involving federal non-procurement programs. Furthermore, a company or individual may continue to enter into new contracts or extend or renew existing contracts involving federal non-procurement 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 non-procurement programs, including the extension or renewal of existing contracts. However, a debarred company or individual is not excused from fulfilling contract that involves a federal non-procurement 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 contract to supply milk to a sponsor receiving funds under the Child and Adult Care Food Program may continue to do business under that contract, but no extension or renewal of that 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 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 or individual could be required to institute ethics education programs for its employees, report to FNS on its budding practices, and even restructure management in order to prevent any future misconduct. Such an agreement would allow the company or individual to continue to participate in transactions involving federal non-procurement programs, which 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 received 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 non-procurement 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 with that period.

As with a debarment, the company or individual is not excused from fulfilling contracts involving federal non-procurement programs. And while the company or individual and a sponsor may continue to do business under an existing contract, the contract may neither be extended nor renewed, nor may the sponsor enter into a new contract with a suspended company or individual.

Certification Statement

To ensure that a sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each 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 sponsor may rely upon the certification statement submitted by a bidder unless sponsor personnel know that the certification is in error. In such cases, the sponsor should contact the state agency for confirmation of the bidder's status relative to debarment and suspension.

PUGET SOUND JOINT PURCHASING COOPERATIVE
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

Renewal: Attachment D

LOBBYING CERTIFICATION & DISCLOSURE OF LOBBYING ACTIVITIES



OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION - Child Nutrition Services
PO BOX 47200 OLYMPIA WA 98504-7200
360-725-6200 • TTY 360-664-3631

Child Nutrition Services
DISCLOSURE OF LOBBYING ACTIVITIES

If the organization participates in any lobbying activities **and** receives more than \$100,000 in federal funds (from any source), complete pages 2 and 3 of *Disclosure of Lobbying Activities* and submit.

Recipients of federal grants such as U.S. Department of Agriculture Food and Nutrition Services funds, contracts, loans, and cooperative agreements are prohibited from using any federal funds to pay any persons to influence federal decision making (lobbying) in connection with a specific award. Paying dues to the School Nutrition Association does not constitute a lobbying effort and does not need to be reported.

Examples of sources of federal funds and the Common Codes of Federal Domestic Assistance (CFDA) as reference for question number 7 on page 2:

Program Title	CFDA Number
Child and Adult Care Food Program	10.558
National School Lunch Program	10.555
School Breakfast Program	10.553
Special Milk Program	10.956
Summer Food Service Program	10.559

If the organization participates in any lobbying activities **and** receives more than \$100,000 in federal funds (from ANY source), complete pages 2 and 3 of the *Disclosure of Lobbying Activities* form.

USDA is an equal opportunity provider and employer.

US Foods does not lobby or engage lobbyists.

PUGET SOUND JOINT PURCHASING COOPERATIVE
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. Section 1352 (See reverse for public burden disclosure.)

Approved by OMB
0343-0046

I. Type of Federal Action: III a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: III a. bid/offer/application b. initial award c. post-award		3. Report Type: • a. initial filing b. material change For Material Change Only year quarter date of last report	
4. Name and Address of Reporting Entity: • Prime • Subawardee Tier If known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: II NSLP II SBP III SFSP NI SMP M CACFP Code of Federal Domestic Assistance (CFDA) Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, middle initial):</i> (Attach Continuation Sheet(s))			b. Individuals Performing Services (including address if different from 10.a.) <i>(last name, first name, middle initial):</i> SF-LLL-A if		
11. Amount of Payment (check all that apply): \$ • actual II planned			13. Type of Payment (check all that apply): • a. retainer • b. one-time fee • c. commission • d. contingent fee MI e. deferred III f. other; specify:		
12. Form of Payment (check all that apply): • a. cash • b. in-kind; specify: nature Value					
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in 11: (Attach Continuation Sheet(s) if necessary)					
0. Continuation Sheet(s) attached: • Yes 0 No					
15. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Section 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature: Print Name: Title: Telephone No.: Date:	
Federal Use Only:				Authorized for Local Reproduction SF-LLL-A	

PUGET SOUND JOINT PURCHASING COOPERATIVE
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

DISCLOSURE OF LOBBYING ACTIVITIES
INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
0. Identify the status of the covered federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "subawardee", then enter the full name, addressee, city, state and zip code of the prime federal recipient. Include congressional district, if known.
5. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grant, cooperative agreements, loans, and loan commitments.
9. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the federal agency). Include prefixes, e.g., "REP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

Renewal: Attachment E

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON NON-COLLUSION AFFIDAVIT

COUNTY OF KING

Vendor/Supplier must sign and submit with renewal response.

_____, being first duly sworn, on his oath says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to myself an advantage over any other bidder or bidders.

_____ CONTRACTOR

SUBSCRIBED AND SWORN to before me this _____ day of _____ year _____

NOTARY PUBLIC IN AND FOR THE STATE OF _____, residing

at _____

PUGET SO UND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

Renewal: Attachment F

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

We request that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above.

On the product bid document please put an X in the column marked "Not American" if the item you are bidding is not of American origin.

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.

- 0) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

By signing below the vendor/supplier indicates all products not marked with an "X" in their 2022-23 bid documents are of American origin."

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date: 5/16/2024

Vendor Name: US Foods

DocuSigned by:
Completed By: Mischa Collins
9FC5DDE6EFC6406...
Mischa Collins, VP, National Sales Field Ops- Premier

PUGET SOUND JOINT PURCHASING COOPERATIVE
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

Renewal: Attachment G

AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

Vendor/Supplier must sign, date and submit this form with renewal response.

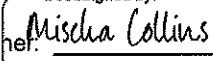
Distributors who desire to provide Puget Sound Joint Purchasing Cooperative with equipment, supplies and/or professional services must comply with the following affirmative action contract requirements. During the performance of this contract, the Distributor agrees as follows:

1. The Distributor agrees to comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The Distributor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The Distributor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The Distributor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's affirmative action commitments, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
5. Any Distributor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from any district or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

Acknowledgement: The undersigned acknowledges that he/she has read and understands the foregoing.

Name of Firm: US Foods RFP # 223-1022

Printed Name of Authorized Signer: Mischa Collins

Signature of Authorized Signer: 
9FC5DDE8EFC6406...

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

March 1, 2025

US Food Service

Attn: Mr. Gary Myers Rick Novak
US Food Service, President
2204 70th Ave East, Suite 100
Fife, Washington 98424

**RE: Contract Renewal Award of Puget Sound Joint Purchasing Cooperative
(PSJPC) RFP #202223-1 - FOOD PRODUCTS, SUPPLIES AND COMMODITY
STORAGE**

Mr. Myers,

The Puget Sound Joint Purchasing Co-operative would like to renew the contractual agreement with US Food Service for the 2025-26 school year. Our Executive Board has voted to renew the contract as specified under PSJPC RFP #202223-1. In addition the proposed fees for the 2025-26 school year are outlined as "Renewal Attachment A." The PSJPC is looking forward to a successful partnership for the upcoming year.

The term of this contract renewal commences August 1, 2025, and ends July 31, 2026 with the option to renew for one (1) additional one (1) year term.

Sincerely,

Mark Campbell, Executive Director, PSJPC

Please sign below to acknowledge receipt and acceptance of the PSJPC 2025-26 renewal award.

Officer Name and Title:

Rick Novak

Area President

Signature *Rick Novak*
Rick Novak (Mar 5, 2025 11:28 PST)

Date Mar 5, 2025

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

Renewal: Attachment A

2025-26 RENEWAL PRICING: USDA DONATED COMMODITIES, 60 DAY COLD STORAGE AND DISTRIBUTION

BID #202223-1

FÖR

PUGET SOUND JOINT PURCHASING COOPERATIVE

Distributor Name: US Foods

Distributor must complete and submit with bid submission or bid will be rejected.

Initial 60-day period, based on time of receipt until delivery, including delivery, will be invoiced at a flat rate per case.

Flat Rate per case for 60-day storage. \$4.50/case

USDA donated commodities extend cold storage beyond the 60-day period. Weekly flat rate, per case, per week, invoiced to individual participating districts on a monthly basis.

Flat Rate per case per week beyond original 60-day storage rate. Short term 61-180 days \$1.00/case/week

Flat Rate per case per week beyond 180 days \$1.50/case/week
Long term 180 + days.

Delivery Schedule

Commodities are delivered with commercial food deliveries: YES

Frequency of Delivery is AS NEEDED BASED ON THE SCHOOL DELIVERY SCHEDULE

Officer Name and Title:

Rick Novak

Area President

Signature Rick Novak
Rick Novak (Mar 5, 2025 11:28 PST)

Date Mar 5, 2025

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
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Renewal: Attachment B

AFFIRMATION OF 2025-26 RENEWAL PRICING FOR BID AND NON-BID ITEM MARKUP BID #202223-1 FOR PUGET SOUND JOINT PURCHASING COOPERATIVE

Bid and Non- Bid Item Flat Fees Markup Per Case				
Product Category	A - 20-39 cs	B - 40-99 cs	C - 100-299 cs	D - 300+ cs
Beverages	\$3.06	\$3.05	\$2.74	\$2.48
Disposables	\$3.06	\$3.05	\$2.74	\$2.48
Dry Groceries	\$3.06	\$3.05	\$2.74	\$2.48
Fruits/Vegetables/Juices (dry groceries)	\$3.06	\$3.05	\$2.74	\$2.48
Frozen Fruits and Vegetables	\$3.06	\$3.05	\$2.74	\$2.48
Frozen Miscellaneous	\$3.06	\$3.05	\$2.74	\$2.48
Frozen Protein	\$3.06	\$3.05	\$2.74	\$2.48
Janitorial and Chemicals	\$3.06	\$3.05	\$2.74	\$2.48
Produce	\$3.06	\$3.05	\$2.74	\$2.48
Dairy	\$3.06	\$3.05	\$2.74	\$2.48
Bakery	\$3.06	\$3.05	\$2.74	\$2.48
Refrigerated items	\$3.06	\$3.05	\$2.74	\$2.48
Seafood items	\$3.06	\$3.05	\$2.74	\$2.48
Shortening/oil/margarine	\$3.06	\$3.05	\$2.74	\$2.48
An Each (split cases) Give formula	Category FPC + 2%	Category FPC + 2%	Category FPC + 2%	Category FPC + 2%

Culinary Equipment & Supplies (CES) is a subsidiary of US Foods, which offers direct order and online purchasing of supplies and equipment. CES products are priced at a markup of 9.75%.

The Fixed Fee-Per-Case schedule will be reviewed annually and adjusted for key inflationary factors indicated based on CPI that affect the Average Case Cost for K-12 Participating Members.

Officer Name and Title:

Rick Novak

Area President

Signature *Rick Novak*
Rick Novak (Mar 5, 2025 11:28 PST)

Date Mar 5, 2025

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

**2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886**

Renewal: Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

U.S. DEPARTMENT OF AGRICULTURE

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

Vendor Must Sign & Submit with Renewal Submission

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

US Foods

Organization Name

PR/Award Number of Project Name

Name and Title(s) of Authorized Representative

Rick Novak
Rick Novak (Mar 5, 2025 11:28 PST)

Mar 5, 2025

Signature(s)

Date

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

**2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886**

INSTRUCTIONS FOR CERTIFICATION

By signing and side in submitting this form, the prospective lower tier participant is providing the certification set out on the reverse 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.

terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "99 participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections 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 Cover 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 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 it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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.

DEBARMENT AND SUSPENSION

Sponsor is prohibited from contracting a company or individual that has been debarred or suspended in accordance with 7 CFR Pilspt3017. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$100,000. Rather, it applies to new contracts and extensions or renewals of existing contract of \$100,000 or more and to 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, Food and Nutrition Service (FNS) must investigate and determine whether debarment is the appropriate course of action. If so, FNS issues

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

**2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886**

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 contracts involving federal non-procurement programs. Furthermore, a company or individual may continue to enter into new contracts or extend or renew existing contracts involving federal non-procurement 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 non-procurement programs, including the extension or renewal of existing contracts. However, a debarred company or individual is not excused from fulfilling contract that involves a federal non-procurement 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 contract to supply milk to a sponsor receiving funds under the Child and Adult Care Food Program may continue to do business under that contract, but no extension or renewal of that 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 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 or individual could be required to institute ethics education programs for its employees, report to FNS on its budding practices, and even restructure management in order to prevent any future misconduct. Such an agreement would allow the company or individual to continue to participate in transactions involving federal non-procurement programs, which 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 received 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 non-procurement 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 with that period.

As with a debarment, the company or individual is not excused from fulfilling contracts involving federal non-procurement programs. And while the company or individual and a sponsor may continue to do business under an existing contract, the contract may neither be extended nor renewed, nor may the sponsor enter into a new contract with a suspended company or individual.

Certification Statement

To ensure that a sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each 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 sponsor may rely upon the certification statement submitted by a bidder unless sponsor personnel know that the certification is in error. In such cases, the sponsor should contact the state agency for confirmation of the bidder's status relative to debarment and suspension.

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

Renewal: Attachment D

LOBBYING CERTIFICATION & DISCLOSURE OF LOBBYING ACTIVITIES



OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION - Child Nutrition Services
PO BOX 47200 · OLYMPIA WA 98504-7200
360-725-6200 · TTY 360-664-3631

Child Nutrition Services DISCLOSURE OF LOBBYING ACTIVITIES

If the organization participates in any lobbying activities **and** receives more than \$100,000 in federal funds (from any source), complete pages 2 and 3 of *Disclosure of Lobbying Activities* and submit.

Recipients of federal grants such as U.S. Department of Agriculture Food and Nutrition Services funds, contracts, loans, and cooperative agreements are prohibited from using any federal funds to pay any persons to influence federal decision making (lobbying) in connection with a specific award. Paying dues to the School Nutrition Association does not constitute a lobbying effort and does not need to be reported.

Examples of sources of federal funds and the Common Codes of Federal Domestic Assistance (CFDA) as reference for question number 7 on page 2:

Program Title	CFDA Number
Child and Adult Care Food Program	10.558
National School Lunch Program	10.555
School Breakfast Program	10.553
Special Milk Program	10.556
Summer Food Service Program	10.559

If the organization participates in any lobbying activities **and** receives more than \$100,000 in federal funds (from ANY source), complete pages 2 and 3 of the *Disclosure of Lobbying Activities* form.

USDA is an equal opportunity provider and employer.

PUGET SOUND JOINT PURCHASING COOPERATIVE
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "subawardee", then enter the full name, addressee, city, state and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grant, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

**2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886**

Renewal: Attachment E

NON-COLLUSION AFFIDAVIT

**STATE OF WASHINGTON NON-COLLUSION AFFIDAVIT
COUNTY OF KING**

Vendor/Supplier must sign and submit with renewal response.

_____, being first duly sworn, on his oath says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to myself an advantage over any other bidder or bidders.

_____ CONTRACTOR

SUBSCRIBED AND SWORN to before me this _____ day of _____ year _____.

NOTARY PUBLIC IN AND FOR THE STATE OF _____, residing

at _____.

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
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Renewal: Attachment F

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

We request that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above.

On the product bid document please put an X in the column marked "Not American" if the item you are bidding is not of American origin.

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

By signing below the vendor/supplier indicates all products not marked with an "X" in their 2022-23 bid documents are of American origin."

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date Mar 5, 2025

Vendor Name US Foods

Completed By *Rick Novak*
Rick Novak (Mar 5, 2025 11:28 PST)

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

**2661 N Pearl Street, #139
Tacoma, Washington 98407
253-405-5886**

Renewal: Attachment G

AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

Vendor/Supplier must sign, date and submit this form with renewal response.

Distributors who desire to provide Puget Sound Joint Purchasing Cooperative with equipment, supplies and/or professional services must comply with the following affirmative action contract requirements. During the performance of this contract, the Distributor agrees as follows:

1. The Distributor agrees to comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The Distributor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The Distributor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The Distributor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's affirmative action commitments, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
5. Any Distributor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from any district or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

Acknowledgement: The undersigned acknowledges that he/she has read and understands the foregoing.

Name of Firm	<u>US Foods</u>
Printed Name of Authorized Signer	<u>Rick Novak</u>
Signature of Authorized Signer	<u><i>Rick Novak</i></u> <small>Rick Novak (Mar 5, 2025 11:28 PST)</small>
Date	<u>Mar 5, 2025</u>