

PROCUREMENT REVIEW PACKET

Distributor Bid – RFP#3-202526

Independent Cost / Price Analysis (Prepared Prior to Solicitation)

Category	Amount
Total Cases (2024-25 Usage)	2,340,033
Estimated Contract Value	\$93,847,307
Average Cost per Case/Unit	\$40.10

This independent estimate was developed prior to receipt of bids or proposals based on historical 2024-25 school year usage and expenditure data, in accordance with 2 CFR 200.324.

Supporting Documentation Included in This Packet:

- Affidavit of Publication – Distributor Bid (January 2026)
- Distributor Bid RFP#3-202526
- US Food Service – Bid Submittals
 - Cover Letter
 - Proposal
 - Certification Concerning Debarment
 - Non-Collusion
 - Buy America Certification
 - Certification Concerning Lobbying Activities
 - Appendix B: Signature Page
 - Appendix C Bidders Profile
 - USDA Commodity Storage and Distribution
- Distributor Bid: Financial and Fee Analysis (February 27, 2026)
- Bid Award Recommendation to PSJPC Board
- Contract #3-202526

STATE OF WASHINGTON – KING COUNTY

–ss.

444772

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

12/10/25 12/17/25

The amount of the fee charged for the foregoing publication is the sum of \$349.80.

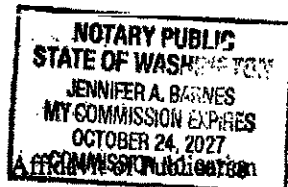


Subscribed and sworn to before me on

12/17/2025



Notary public for the State of Washington,
residing in Seattle



State of Washington, King County

Puget Sound Joint Purchasing Cooperative

Distributed Grocery Products

Proposals Due: Jan. 28, 2026

Puget Sound Joint Purchasing
Cooperative

**FOOD PRODUCTS,
SUPPLIES AND
COMMODITY STORAGE
RFP # 3-202526**

REQUEST FOR PROPOSALS

Sealed Bids are being solicited by the Puget Sound Joint Purchasing Cooperative for **Distributed Grocery Products: RFP #3-202526** to the following address:

*Puget Sound Joint Purchasing
Cooperative*

University Place School
District

9311 Chambers Creek Rd
University Place, WA 98467

**Due date is Wednesday,
January 28, 2026 at 1:00 PM
PST. Bids must be submitted as
follows:**

One (1) original and two (2) thumb drives containing the entire bid submittals.

In addition, Bidders must submit the bid electronically. The electronic version must be submitted through the Interflex BidSimpli system.

BidSimpli is an online tool that you will use to respond. The system is available 24 hours a day and uses the latest Secure Sockets Layer (SSL) security technology. All bids must be submitted through the Interflex BidSimpli system. If you have not received a BidSimpli invitation for this bid, or need technical assistance at any time while responding to this bid, please contact Jason Grim with Interflex via phone 616-898-4487 or email, jgrim@interflex.net

Interested parties are invited to contact Mark Campbell at mark.campbell@pugetsoundcoop.org or 425-760-6085 for additional information. 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 10 and 17, 2025.

19/17(444772)



VALUE-INNOVATION-EXECUTION

Friday, January 23, 2026

Puget Sound Joint Purchasing Cooperative
9311 Chambers Creek Rd
University Place, WA 98467

To: Puget Sound Joint Purchasing Cooperative

US Foods is honored to be considered for continued partnership with the Puget Sound Joint Purchasing Cooperative (PSJPC). As the incumbent distribution partner, we bring proven expertise, operational reliability, and a dedicated local team deeply familiar with PSJPC's unique needs. Our commitment to service, transparency, and innovation ensures that districts receive consistent, high-quality support throughout the school year.

Why US Foods

US Foods is uniquely qualified to support PSJPC, combining decades of K12 experience with local leadership, a reliable distribution network, and a partnership-driven approach to continuous improvement.

Proven K12 Expertise and Local Leadership

- Nearly 90 years of combined K12 experience across a dedicated team aligned with PSJPC's expectations and service standards.
- Pamela Olsen, Bid Sales Manager, has supported PSJPC since its inception, providing deep institutional knowledge and continuity.
- Strong relationships with district nutrition leaders and familiarity with school calendars, commodities, emergency needs, and seasonal demand.

Reliable Distribution Infrastructure

- Multiple distribution centers ensure service continuity and contingency support.
- High fill rates, consistent product availability, and optimized delivery routes designed for school operations.
- Cross-distribution center support to manage demand spikes and inventory shifts seamlessly.

Commitment to Local and Washington-Grown Sourcing

- Established partnerships with regional growers and processors to support seasonal and state-sourced menu goals.
- Digital tools highlight local products for easy menu planning.

Partnership-Driven Continuous Improvement

- Exclusive access to USDA-compliant menu planning and production software.
- Regular business reviews with performance metrics and goal alignment.
- Proactive menu and product planning, including product specifications, allergens and all applicable child nutrition documentation for compliance (CN, PFS, Buy American, Smart Snack).
- Transparent communication, collaborative problem-solving, and ongoing identification of cost-savings and operational efficiencies.

PROPRIETARY AND CONFIDENTIAL

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VALUE-INNOVATION-EXECUTION

Program Enhancements That Exceed Expectations

US Foods consistently delivers beyond standard distribution through:

- Cost-Plus Fixed Fee-Per-Case pricing with tiered structure based on case volume.
- Incentive and rebate tracking for maximum program value.
- Annual master list pricing aligned to USDA-compliant menus.
- Weekly coordination meetings and reporting covering forecasts, utilization, inventory, substitutions, and special orders.
- Dedicated Bid Account Coordinators ensuring delivery tracking and direct district communication.

GPO Program Overview – OMNIA/Premier Partnership

US Foods, through the OMNIA Partners Group Purchasing Foodservice Program powered by Premier, provides PSJPC with a sole-source broadline distribution model that delivers operational efficiency, innovative technology, and strategic support. For more than 30 years, US Foods and Premier have partnered to combine Premier's contracting expertise with US Foods' national and local distribution capabilities. The OMNIA/Premier program delivers:

- \$10+ billion in aggregated purchasing power and access to 37,000+ members.
- Immediate savings, predictable costs, reporting and menu-planning tools, and subject matter expertise.
- Comprehensive, transparent Contracted Manufacturer Agreements monitored and renegotiated every three years.

Together, US Foods and OMNIA/Premier offer a partnership that maximizes cost efficiency, quality, and overall foodservice performance for PSJPC members. We value our long-standing relationship with the Cooperative and are committed to evolving alongside PSJPC—adapting our services and solutions to meet the needs of today and the opportunities of tomorrow.

Sincerely,

Mischa Collins, Vice President National Sales Field Ops – Premier

| Learn More About Your GPO — Watch the overview video
<https://video.omniapartners.com/watch/WK1ttGhPcseSCSw2snb8Xk>

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Puget Sound Joint Purchasing Cooperative

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

RFP #3-202526

Mark Campbell, PSJPC Executive Director

Phone: 425.760.6085

E-Mail: mark.campbell@pugetsoundcoop.org

Due: January 28, 2026 - 1:00 PM PST

Bid Submission Address:

**University Place School District
Nutrition Services Department
ATTN: PSJPC RFP #3-202526
9311 Chambers Creek Road
University Place, WA 98467**

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

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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. Currently, we represent 137 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, of approximately \$90 million, with anticipated purchases for 2026-2027 to be \$95 - \$100 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 – Tab 2.
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 district need and quality customer support services.

C. Calendar of Events

Below are dates and times of actions related to this RFP. The actions must be completed when indicated unless otherwise changed by the PSJPC. In the event that PSJPC finds it necessary to change any of the dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times. Late submissions will not be accepted, Unmet deadlines may result in disqualification of RFP.

Action/Activity	Date
PSJPC publishes Bid Announcement – Journal of Commerce	<i>December 10, 2025 December 17, 2025</i>
PSJPC issues RFP	<i>December 17, 2025</i>
Question and Answer period	<i>December 17, 2025 to December 24, 2025</i>
Bidders Conference (1:00 PM PST - Zoom)	<i>December 17, 2025</i>
Comments/Complaints due	<i>January 7, 2026 January 14, 2026</i>
PSJPC posts final Question and Answer Addendum or Amendment (if necessary)	<i>January 14, 2026</i>
Sealed Bids due by 1 p.m. Pacific Daylight Time (PST)	<i>January 28, 2026</i>
Bid Opening at 1:15 PM PST – University Place School District & Zoom	<i>January 28, 2026</i>
PSJPC conducts evaluation of submitted proposals	<i>January 29, 2026 to February 19, 2026</i>
PSJPC announces “Apparent Successful Vendor(s)” and sends notification to unsuccessful Vendor(s)	<i>February 20, 2026</i>
PSJPC conducts debriefing conferences (if requested)	<i>February 26, 2025 to March 3, 2026</i>
Contract Negotiations	<i>February 23, 2026 to March 6, 2026</i>
Deliveries Commence	<i>July 1, 2026</i>

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

D. Clarification and/or Revisions to the Specifications and Requirements

1. Vendors are expected to raise any questions, exceptions, or additions concerning the RFP DOCUMENT by contacting the designated contact person. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor shall notify Mark Campbell immediately at mark.campbell@pugetsoundcoop.org of such error and request modification or clarification of the RFP.

- a. Submit any concerns or inquiries in writing to the solicitation contact person above no later than Wednesday, January 7, 2026 at 3 pm PST.
- b. Written responses to amendments/addendums will be posted on www.pugetsoundcoop.org, on Wednesday, January 14, 2026 by 3:00 PM PST.
- c. Subject line should read "Question PSJPC RFP#3-202526."

2. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP via e-mail notification and posting to www.pugetsoundcoop.org.

3. Do not contact PSJPC Board members 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 BidSimpli website. If technical assistance is needed at any time while responding to this bid, please contact Jason Grim with Interflex via phone (610-898-4487) or email jgrim@interflex.net

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 basis 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 the 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 meals meeting NSLP reimbursable meal requirements 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 250.33 (a)(b), 250.17 (e)).

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non- domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2027–28, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

On February 20, 2025, the United States Department of Agriculture issued Policy Memorandum SP-09-2025: Buy American Accommodation Process for SY 2025–26. The Memorandum provides that State Agency’s including Washington State’s OSPI may approve temporary accommodation for SY 2025–26 for SFAs that demonstrate they cannot meet the 10 percent expenditure cap for non-domestic food purchases established in Title 7, Code of Federal Regulations, sections 210.21(d)(5) and 220.16(d)(5). Accommodations will allow SFAs in SY 2025–26 to exceed the 10 percent expenditure cap for non-domestic food purchases that qualify under one or more of the regulatory exceptions. The regulatory exceptions are the following: 1. The product is listed on the Federal Acquisitions Regulations Non-available Articles list found at 48 Code of Federal Regulations (CFR), Section 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality <https://www.ecfr.gov/current/title-48/chapter-1/subchapter-D/part-25/subpart-25.1/section-25.104> . 2. Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product. Effective School Year 2025–26, the total cost of non-domestic food products purchased under this contract shall not exceed 10 percent of total commercial food purchases, per USDA regulations, unless the vendor can demonstrate a qualifying proof of exception that the District is able to have approved for accommodation by the State of Washington (OSPI) - Child Nutrition Services.

2. Awarded Distributor will provide information on products’ origin at the start of the contract and the information must be kept current through the life of the contract. 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
Mark Campbell, PSJPC Executive 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. Dates: Month and year of shipment
- b. Product Description
- c. Vendor name
- d. Name of the product manufacturer
- e. Manufacturer product code
- f. Case Pack
- g. Quantity of products ordered
- h. Total product dollars
- i. 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 (PFS) 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 137 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 \$95 million for the 24-25 school year. A membership list is attached as Appendix 1 – Tab 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 July 1, 2026 and ending June 30, 2027. Deliveries shall begin in July/August 2026. 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.

For the renewal years (2 through 5), the awarded Distributor will solicit renewal bid pricing based upon the PSJPC "Market Basket" of items. Priority in awarding pricing adjustments will be for guaranteed pricing for the school year. The Distributor will review renewal awards and pricing with the PSJPC in June of each year additional awarded year. Any non-bid items will be at Distributor cost (less all discounts) plus a fixed cost per case to deliver. The "fixed cost" cannot be a percentage.

The awarded Distributor will solicit renewal bid pricing each year (July 1st to June 30th), for the PSJPC. Priority in awarding pricing will be guaranteed pricing for the school year. If prices are changed at any time during the life of the contract other than annually, the Distributor will present those changes for approval to the PSJPC prior to the Distributor implementing them to the member districts. The Distributor will review renewal 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 1 – Tab 4). 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 plus freight, less promotional allowances) 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 15th 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:

Mark Campbell, 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.

b. The food product delivered is the freshest, most wholesome, and most nutritious possible state, always in compliance with legal and member districts standards for wholesomeness, freshness, and quality.

3. The selected vendors' invoicing process must make any discounts to which the PSJPC member districts may be entitled readily apparent and identified to the PSJPC member districts Accounts Payable staff such that discounts are specifically identified and not just deducted. More specifically, the vendor's invoices must identify the amount of each discount, rebate and other applicable credit and individually identify the amount as a discount, rebate or, in the case of other applicable credits, the nature of the credit.

4. Selected vendor(s) will provide and work with PSJPC member districts staff to:

a. Develop an initial plan whereby the vendor will deliver the items that will be the subject of the Perishable Contracts to PSJPC member districts sites or other designated locations.

- (i). The dates the PSJPC member districts menus indicate any particular item will be served.
- (ii). Cafeteria open, closed, and half-day schedules
- (iii). Projected volume needs
- (iv). PSJPC School District Delivery Sites (Appendix 1 – Tab 3)

b. Consider which items currently offered by the selected vendor, or to be so offered, should appear on PSJPC member districts menus, with appropriate consideration given to:

- (i). Applicable law.
- (ii). Member Districts policy (specifically including the PSJPC member districts chosen menu-planning program and the nutritional requirements to which District meals are subject).
- (iii). Seasonality

- (iv). Local sourcing
 - (v). Student taste preference
 - c. Consistent with that vendor's proposal specifically including the vendor's pricing methodology establish fair and reasonable pricing for any products newly subjected to the Perishable Contract, noting, however, that the PSJPC member districts may decline to purchase any particular item offered by the vendor on the basis of that item's cost being too high or for any other reason, in the PSJPC member districts sole discretion.
 - d. Continuously improve the systems by which the selected vendor will provide food products to the PSJPC member districts.
5. The selected vendor(s) will maintain such records and develop and submit such reports as may be required by the United States Department of Agriculture, the State of Washington, federal or state law or as may be reasonably requested by the PSJPC.
6. Each selected vendor agrees to, among other commitments:
- a. Warrant:
 - (i). Food safety
 - (ii). Product availability
 - (iii). Product freshness and wholesomeness
 - b. In emergencies (such as caused by extreme weather, school lock downs or other unforeseen circumstances that threaten the health or safety of PSJPC member districts staff or students), assist in 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 at necessary quantities and are available based upon school district quarterly projections at the various distribution warehouses that serve the member districts.**

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.

Action/Activity	Date
PSJPC publishes Bid Announcement – Journal of Commerce	December 10, 2025 December 17, 2025
PSJPC issues RFP	December 17, 2025
Question and Answer period	December 17, 2025 to December 24, 2025
Bidders Conference (1:00 PM PST - Zoom)	December 17, 2025
Comments/Complaints due	January 7, 2026
PSJPC posts final Question and Answer Addendum or Amendment (if necessary)	January 14, 2026
Sealed Bids due by 1 p.m. Pacific Daylight Time (PST)	January 28, 2026
Bid Opening at 1:15 PM PST – University Place School District & Zoom	January 28, 2026
PSJPC conducts evaluation of submitted proposals	January 29, 2026 to February 19, 2026
PSJPC announces “Apparent Successful Vendor(s)” and sends notification to unsuccessful Vendor(s)	February 20, 2026
PSJPC conducts debriefing conferences (if requested)	February 23, 2025 to March 3, 2026
Contract Negotiations	February 26, 2026 to March 6, 2026
Deliveries Commence	July 1, 2026

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

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 B: 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 Mark Campbell, PSJPC Bid Coordinator/Executive Director at mark.campbell@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 and Submittal of Bids or Proposals –

Due Date and Time: Wednesday, January 28, 2026 at 1:00 PM-PST

Bid Drop-Off Address and time (by 1:00 PM PST):

Puget Sound Joint Purchasing Cooperative

% University Place School District
9311 Chambers Creek Rd
University Place, WA 98467

Electronic Submission and time (by 1:00 PM PST)

Bidders must submit the bid electronically. The electronic version must be submitted through the Interflex BidSimpli system.

BidSimpli is an online tool that you will use to respond. The system is available 24 hours a day and uses the latest Secure Sockets Layer (SSL) security technology. All bids must be submitted through the Interflex BidSimpli system. If you have not received a BidSimpli invitation for this bid, or need technical assistance at any time while responding to this bid, please contact Jason Grim with Interflex via phone (610-898-4487) or email jgrim@interflex.net

Bid Opening Address and time (1:15 PM PST):

UPSD ESC – Lower Board Room
3717 Grandview Dr. W
University Place, WA 98466

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 as follows:**

- **Hard copy (paper) format (one copy),**
- **Two (2) thumb drives with completed bid information (i.e. pricing)***
- **In addition, all bids must be submitted through the Interflex BidSimpli system.**

BidSimpli is an online tool that you will use to respond. The system is available 24 hours a day and uses the latest Secure Sockets Layer (SSL) security technology. If you have not received a BidSimpli invitation for this bid, or need technical assistance at any time while responding to this bid, please contact Jason Grim with Interflex via phone 610-898-4487 or email, jgrim@interflex.net

**The 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

The pricing methodology proposed must remain in effect for the term of the contract, including any annual extensions. The proposed pricing methodology will also be applied to any new products requested. New commercial food products shall be priced using the Bidder's landed cost. Landed cost is defined as invoice cost from the manufacturer plus freight, if freight is not included with invoice cost. "F.O.B. Destination" to the District delivery location(s) specified on the District Delivery Site Location sheet. Prices should be stated in the units specified and bidders should quote each item separately. The District will not pay drayage, packing, or shipping and handling charges, nor shall the District pay for any fuel surcharges. All freight charges must be included in the bid price.

1. All pricing must include on-site off loading and inside delivery. No fuel charges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract. Unless otherwise specified, taxes shall not be included in the prices quoted. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school districts.

The agreement shall be effective upon award and purchases will be put into effect by means of purchase orders or suitable contract documents executed by the District. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price.

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 information provided by the Contract resulting from this solicitation. The quantities indicated on the Line Item Specification Sheet are the PSJPC's best estimate, as determined from previous annual totals and projected usages, and do not obligate the PSJPC or member districts to purchase the indicated quantities. The actual quantities may be more or less than the indicated amounts herein.

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. In addition, the Bidder will provide three (3) current references from school districts or similar customers that require service to multiple sites, requiring multiple and/or multi-weekly deliveries. These references must include the entities name, name and title of contact person, phone number, email address, and number of delivery locations. At least two of the three references provided must be from school districts within Washington, Oregon or Idaho. Please complete the Distributor Statement and return with RFP submission.

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 shall 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 (Market Basket) are in stock or quickly obtained for all service distribution locations. The bidder shall maintain a "three week" inventory of products listed in the Market Basket of products. Bidder will have written policy for adding and removing items from stocked to special order and approved by PSJPC Board.
- 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. The Distributor must guarantee that it is able to provide service to the member districts service locations at the days and times indicated in the Delivery Information provided. Failure to provide the delivery assurances is a basis for disqualification.
 - 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 D 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 the 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. Possession of Tobacco, Alcohol and Firearms

1. RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking, or the use of tobacco, vaping, etc. is not permitted on school property. Possession of Alcohol or Firearms is strictly prohibited on school campuses/property.

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 January 14, 2026 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 to 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. Lumper fees)

C. VENDOR AWARD

The PSJPC preference is award a contract 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.

a. 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.

b. 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. What is and how do you determine fill rate – how is it reported on a monthly basis?

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.

2. 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, January 26, 2026 – Friday, January 30, 2026).

3. 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.

Prices must be firm from July 1, 2025 through June 30, 2026. Any pricing adjustment for commercial items must be based on the verified cost of goods from the manufacturer. In the event of a price adjustment, a written 30 day notice and a formal letter from the manufacturer to the distributor or a third-party market report must be attached. For the Grocery portion of the bid, Pricing for distribution shall be offered in two categories: (1) commercial food products (Dry, Frozen and Refrigerated Groceries), and (2) Processed USDA Foods end-products and commercial equivalents

- a. Commercial Food Products – Dry, Frozen and Refrigerated Groceries: Should be quoted as specified on the Proposal Worksheet. Quote a per case delivered cost for all items listed.
- b. Processed USDA Foods End Products and Commercial Equivalents: Vendors shall utilize manufacturer pricing for USDA Foods end products from the following solicitation documents released and previously awarded by the Puget Sound Joint Purchasing Cooperative.

Agency: Quote a per case delivered cost for all items listed on BidSimpli. Provide prices for the items only in BidSimpli as specified. Equal products may be offered that meet the same specifications as those listed. Product information sheets are required for all 'equal to' products and must be submitted with Proposal. Samples of all 'equal' to products may be requested. For equivalent products, should the case size be different from the proposed case size, the bidder should convert per case price.

Additional Items: May be added to the Proposal, not to exceed 10% of the value of the award. The District shall contact the successful vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.

4. 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.

5. 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/Approved or Alternate Equivalent

1. The PSJPC has listed approved products in the bid specification. Brand names and product numbers provided represent the products selected for contracts in 2027-28 and 2028-2029, 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.
- c. ALTERNATE ITEMS must have detailed specifications and nutritional analysis submitted at time of bid.

4. Alternate Sample submission procedure if requested:

- a. No samples will be accepted prior to bid opening.
- b. Distributor must ensure delivery to a PSJPC designated delivery location by **Wednesday, February 11, 2026**. Distributor must coordinate the delivery of the requested product samples with Mark Campbell, Executive Director.
- 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.

5. Private Label:

- a. Proposers wishing to change awarded RFP items to private label or change manufacturers for private label items after the RFP award must notify PSJPC 14 days prior to the effective date of the proposed change. Provide the manufacturer name and manufacturer code number of the proposed private label item.

- b. The item price of the private label product must be equal to in grade and portion size than the original item quoted and this will not constitute a material change in the proposal or RFP.
- c. Proposers must also supply the nutrition facts, ingredient list and Child Nutrition crediting information. Products must meet the Buy American provision of this contract or submit applicable Buy American exception documentation. Proposers may be required to submit a product sample before approval. The proposer must have approval by PSJPC Executive Director prior to implementing the change.

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. The records and invoice prices of the distributor(s) shall be subject to audit by the PSJPC or its designee.
4. Pricing is based on the following formula:
 - a. **Unit Price = Distributor Base Cost (landed) at delivery + Fixed Fee**
5. 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 at each Distribution location or provide a method of ensuring adequate supply.
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. Drafted language in progress.
4. As part of the written questionnaire, the Distributor will respond to plans addressing the stocking/purchasing of items.

E. Subsequent RFP's for Items Not Listed on This RFP

Throughout the term of the proposal PSJPC members may request products not listed on this RFP. PSJPC shall issue subsequent RFPs to procure additional products with or without declared volume. Distribution of items selected through the subsequent RFP's shall be delivered by the successful proposer from this RFP.

The process shall be:

- a. Up to 3 subsequent RFP's per school year may be announced. Announcement shall be posted on the PSJPC web site, and shall be sent by email to all proposers on the PSJPC vendor contacts email distribution list.

- b. The manufacturer's representative or broker must get signed commitments from the PSJPC members to purchase not less than 50 cases per school year for an item to be listed on the supplemental RFP. Signed commitment forms are to be submitted to PSJPC. Forms will identify if it is the PSJPC member's intention to purchase a product and that is also an available USDA Foods processed item.
- c. A specification for the new item will be posted to the PSJPC web site, and sent out to all proposers on the PSJPC proposer email distribution list. A deadline shall be established for the submission of nutrition facts labels, ingredient statements and CN crediting information. Products will be disqualified if information is submitted after the deadline.
- d. The proposer will solicit product pricing on all listed items from the manufacturers. Product pricing does not include the fixed delivery fee. The contractor will not be required to disclose rebates, deviations or discount. The quoted product price, however, must remain fixed for the remainder of the school year.
- e. When two or more like or equal products are submitted, PSJPC members shall evaluate the offered products to determine whether the items are "equal" based upon factors identified in the supplemental solicitation.
- f. Fixed fees for delivery shall not be greater than what the price is for regularly delivered products from the Distributor.

- Products selected for purchase from 50 cases to 199 cases per school year may be offered non-stock orders.
- Products selected for purchase amounts of 200 cases or more must be stocked at the proposer's warehouse. Total of all warehouses.
- No award points will be given for this response. This is a pass/fail requirement. Add to written response.

- g. The proposer and broker or manufacturer's representative will be notified of the award results by PSJPC. In addition, the results will be posted to the PSJPC website and/or Bidsimpli.
- h. Items added through the supplemental RFP process will be subject to the same terms and conditions regarding increase in price and fees, as described in this RFP.
- i. Increases of up to 10% total dollar volume of sales from the addition of new products through the RFP shall not be deemed to be a material change in the terms or conditions of this RFP and shall not require non-renewal of this RFP or subsequent re-release of this solicitation.

F. Delivery Implementation Plan

1. The Distributor will provide a delivery implementation plan based upon the Member District's correct school/facility of service locations. The plan should outline how they intend to provide needed services in a timely manner to PSJPC member districts and member delivery locations.
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 6 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.

Dark Drops

Dark drops are deliveries that occur when a designated staff person of the PSJPC member is not present at the delivery site to receive the products delivered and sign the delivery slip. All products must be placed in temperature appropriate space. Products that are frozen shall be placed on the floor in the freezer. Products that are chilled will be placed on the floor in the refrigerator. Dry goods shall be placed on the floor in the storage or designated areas.

Dark drops are allowable only with express consent of the PSJPC member. Proposer may or may not allow discounts for dark deliveries. The dollars off discount per drop is to be recorded on Attachment K, item 8. No award points will be added or subtracted for dark drop discounts.

Distribution Centers

Proposer is to list all distribution centers that will service this RFP and note the PSJPC members being serviced by each center. Proposer is to outline any differences in ordering, receiving and billing between the different distribution centers. No award points will be added or subtracted for answers to this item.

G. 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/cost) as mutually agreed upon.
 - b. Showing new items
 - c. Promotions, stocking levels – child nutrition equivalents subs and pack size
 - 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 member district and it's representative 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 of PSJPC approved products 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.

H. 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.**

I. 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 unless approved by the member district.**
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.

J. Discontinued Product

In the event a manufacturer discontinues a product the proposer will notify PSJPC Executive Director and/or Board and propose alternative items if possible. Proposer shall supply the nutrition facts label, ingredient statement and CN crediting information for all alternates offered or provided. Replacement or additional products may be added by PSJPC to the approved list without new solicitations when the cost of said products does not exceed 5% of the annual estimated total value of the contract. PSJPC staff will determine applicability of this Market Basket provision or subsequent RFP activities.

K. 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

L. 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 H: 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).

M. 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.

N. Form of Contact

(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 Vendor Opportunities, PSJPC Bid #3-202526 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, Mark Campbell at mark.campbell@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 – Tab 1, PSJPC School Districts – Tab 2, School District Member Delivery Sites – Tab 3, and PSJPC Awarded Processors for Processing of USDA Foods
12. Attachment A, Proposer/Bidders Checklist
13. Attachment B, Protest Procedures
14. Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
15. Attachment D, Lobbying Certification and Disclosure of Lobbying Activities
16. Attachment E, Non-Collusion Affidavit
17. Attachment F, Certification regarding “Buy American” Requirements
18. Attachment G, Affirmative Action Contract Compliance Statement
19. Attachment H, Pricing of USDA Donated Commodities – 60-day Cold Storage
20. Attachment I, Affirmation of Bid and Non-Bid Item Markup

21. Attachment J, PSJPC Awarded Commodity Processors
22. Attachment K, Value Pass through Agreement
23. Attachment L, Written Questionnaire
24. Attachment M, HACCP Plan
25. Attachment N, Recall Systems
26. Attachment O, Proposer/Bidders Contact Information
27. Attachment P, Reference List
28. Attachment Q, Bidders Profile
29. Attachment R, Signature Page
30. Attachment S, Bid Award contract/Award Letter
31. Attachment T, Cost Price Proposal

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](#).

O. 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.

P. 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.

Q. 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.

R. Bid Deposit

1. None

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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. At time of delivery - products must have a minimum

- Fresh Dairy/Produce – 7 – 10 days
- Refrigerated Products– 2 weeks
- Frozen/Canned Products – 6 months
- Packaged snacks, ie chips – 6 weeks

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. D 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 or a “mis-pick” 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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, dairy and disposable portions of PSJPC RFP #3-202526.

FF. 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.**

GG. 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.

HH. Districts and Delivery Sites

1. The Bidder must submit Appendix 1 – Tab 3 (District Delivery Sites) 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 1 – Tab 3, District Delivery Sites. Delivery information is based on each participating district's school calendar.

II. 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)
- 3.

JJ. 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 (*stocking levels for bid products*)
- 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 (fill rate)
- 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

KK. 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.

LL. 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.

ATTACHMENT A: PROPOSER/BIDDER CHECKLIST

Puget Sound Joint Purchasing Cooperative (PSJPC) Proposer/Bidder Checklist & General Reminders of How to Submit RFP #3-202526 and/or to Submit Questions

Checklist of all required forms to be completed and returned with proposal package.

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. | X Yes |
| 2. Attachment A: Proposer/Bidder checklist (has checked the proposer/bidder checklist and submitted with response) | X Yes |
| 3. Attachment B: Protest Procedures (signed and enclosed) | X Yes |
| 4. Attachment C: USDA Certification for Debarment and Suspension (signed and enclosed) | X Yes |
| 5. Attachment D: OSPI Certification Regarding Lobbying and Disclosure of Lobbying Activities (signed and enclosed) | X Yes |
| 6. Attachment E: Non-Collusion Affidavit (signed and enclosed) | X Yes |
| 7. Attachment F: Certification regarding "Buy American" Requirements (signed and enclosed) | X Yes |
| 8. Attachment G: Affirmative Action Contract Compliance Statement (signed and enclosed) | X Yes |
| 9. Attachment H: Pricing of USDA Donated Commodities – 60 Cold Storage (completed and enclosed) | X Yes |
| 10. Attachment I: Affirmation of Bid and Non-Bid Item Markup (completed and submitted or are submitting a different pricing model) | X Yes |
| 11. Attachment K: Value Pass Through Agreement (completed and enclosed) | X Yes |
| 12. Attachment L: Written Questionnaire (completed and enclosed) | X Yes |
| 13. Attachment M: Proposer Food Safety Plan (completed and enclosed) | X Yes |
| 14. Attachment N; Proposer Recall Systems Plan (completed and enclosed) | X Yes |
| 15. Attachment O: Proposed Contact Information (completed and enclosed) | X Yes |
| 16. Attachment P: Reference List (completed and enclosed) | X Yes |
| 17. Attachment Q: Bidder Profile (completed and enclosed)) | X Yes |
| 18. Attachment R: Signature Page (completed and enclosed) | X Yes |
| 19. Attachment S: Bid Award Contract/Award Letter (signed and enclosed RFP #3-202526) | X Yes |
| 20. Attachment T; Cost Price Proposal (completed and enclosed) | X Yes |
| 21. You have checked the PSJPC website for all addendum prior to submission of your bid response signed and included them with your bid response. | X Yes |
| 22. Addendums – if issued, signed noting receipt | X Yes |
| 23. Appendix 1: PSJPC School District Member Checkoff List – Tab 3 (checked districts able to deliver to and enclosed) | X Yes |

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

1. **Bidders will submit bid prices on two (2) USB thumb drives.**
2. **The electronic documents will expedite the bid compilation & award process.**
3. **The hard copy original form, along with the signature page, is required.**
4. **In addition, all bids must be submitted through the Interflex BidSimpli system.** BidSimpli is an online tool that you will use to respond. The system is available 24 hours a day and uses the latest Secure Sockets Layer (SSL) security technology. If you have not received a BidSimpli invitation for this bid, or need technical assistance at any time while responding to this bid, please contact Jason Grim with Interflex via phone 610-898-4487 or email, jgrim@interflex.net

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: PROTEST PROCEDURE
PSJPC Bid #3-202526

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 Mark Campbell, 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:

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

- a. Issue a decision to both the appealing Bidder and the original protesting Bidder within ten (10) business days after receipt of the appeal, unless more time is needed.
- b. 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.

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 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.

US Foods	Puget Sound Joint Purchasing Cooperative
Organization Name	PR/Award Number of Project Name

Name and Title(s) of Authorized Representative

	1/23/2026
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 disbarred, 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 Part 3017. 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 lid 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.

ATTACHMENT D. LOBBYING CERTIFICATION & DISCLOSURE OF LOBBYING ACTIVITIES
 US Foods does not lobby or engage lobbyists.



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

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

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p><input type="checkbox"/> NSLP <input type="checkbox"/> SBP <input type="checkbox"/> SFSP <input type="checkbox"/> SMP <input type="checkbox"/> CACFP</p> <p>Code of Federal Domestic Assistance (CFDA) Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known:</p> <p>\$ _____</p>
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, middle initial):</p>		<p>b. Individuals Performing Services (including address if different from 10.a.) (last name, first name, middle initial):</p>
<p><i>(Attach Continuation Sheet(s) SF-LLL-A if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="padding-left: 150px;">Value _____</p>		
<p>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:</p> <p style="text-align: center;"><i>(Attach Continuation Sheet(s) if necessary)</i></p>		
<p>15. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. 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.</p>		<p>Signature: _____</p> <p>Print Name: Mischa Collins</p> <p>MP National Sales Field Ops – Premier</p> <p>Telephone No: 205.601.5902 Date: 1/23/2026</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

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.

ATTACHMENT E: NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON NON-COLLUSION AFFIDAVIT
COUNTY OF KING

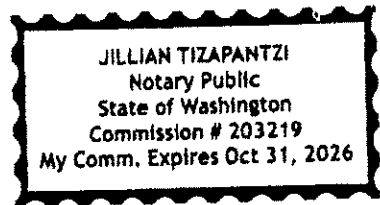
Bidder must sign and submit with bid response or bid will be rejected.

Ashley Long, 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.

Ashley Long CONTRACTOR

SUBSCRIBED AND SWORN to before me this 21st day of January year 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF Washington, residing
at Big Harbor.



ATTACHMENT F: 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 in reasonable and 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 1/23/2026

Vendor Name: US Foods

Completed By: Stacy Lofton, Director of Food and Nutrition - Premier

Name of Firm US Foods

Printed Name of Authorized Signer Mischa Colins

Signature of Authorized Signer 

Bid # PSJPC RFP#3-202526 Date 1/23/2026

ATTACHMENT G: 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 US Foods
Printed Name of Authorized Signer Mischa Colins
Signature of Authorized Signer [Handwritten Signature]

Bid # PSJPC RFP#3-202526 Date 1/23/2026

APPENDIX B - BIDDER'S AUTHORIZED OFFER
(BID SIGNATURE PAGE)

**PROPOSALS FOR FOOD PRODUCTS, SUPPLIES AND COMMODITY
STORAGE**

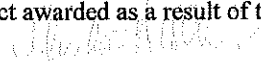
Puget Sound Joint Purchasing Cooperative: Bid #3-202526

Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offerer or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid or Proposal.
2. The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFP, and it may be accepted by the Purchasing Activity without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period. In the case of protest, our Response will remain valid for 180 days or until the protest and any related court action is resolved, whichever is later.
3. In preparing this Response, we have not been assisted by any representative of the PSJPC whose duties relate (or did relate) to this solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. We understand that the PSJPC will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the PSJPC, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.
5. We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions if selected as a contractor.
6. We (select one) are / are not submitting proposed Contract exceptions.
7. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid.
8. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this solicitation.



Bidder Signature
Mischa Collins

Name

US Foods

Company Name
1/23/26

Date

APPENDIX C BIDDER PROFILE

PROPOSALS FOR FOOD PRODUCTS, SUPPLIES AND COMMODITY STORAGE

Puget Sound Joint Purchasing Cooperative: Bid #3-202526

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 Puget Sound Joint Purchasing Cooperative (PSJPC), may execute any Contract arising from this RFP, including the names and titles of Bidder's principal officers.

1. Federal Tax Identification number: 36-3642294

2. WA State Department of Revenue Registration Tax number WA
0005217230523591

3. Company Internet URL Address (if available): www.usfoods.com

4. Company Mailing Addresses

2204 70th Ave E Suite 100, Fife, WA 98424
1001 Shuksan Way, Everett, WA 98203
350 S. Pacific HW, Woodburn, OR 97071
3520 East Francis Ave., Spokane, WA 99217

5. Orders to be sent to:

Orders will be submitted through the US Foods
ecommerce platform, PremierFSDO.com (FSDO).

6. Billing will be from

2204 70th Ave E Suite 100, Fife, WA 98424
1001 Shuksan Way, Everett, WA 98203

7. Payment to be sent to

nagashree.n@usfoods.com

APPENDIX C BIDDER PROFILE

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).

REFERENCES

Provide a minimum of three (3) commercial or governmental references for which Bidder has delivered goods and/or services similar in scope as describe in the RFP.

1) Agency/Company Name:	Jackson County School District 6
Address:	1003 Manzanita Street Central Point, OR 97502
Contact Person:	Anne Leavens, SNS, Nutrition Supervisor
Telephone:	Phone: (541) 727-1687 Email: anne.leavens@district6.org
Product Provided /Approx. Dollar Cost	~\$8.5M

2) Agency/Company Name:	Central Washington University USF# 14559
Address:	400 E. University Way Ellensburg, WA 98926
Contact Person:	Dean Masuccio, Director of Dining Services
Telephone:	Office: (509) 963-1332 Cell: (206) 380-5167 Email: dean.masuccio@cwu.edu
Product Provided /Approx. Dollar Cost	~\$14M

3) Agency/Company Name:	University of Washington
Address:	1045 NE Campus Parkway Seattle, WA 98105
Contact Person:	Tracey Macrae, Associate Director of Dining and Campus Executive Chef
Telephone:	Phone: (206) 830-0636 Email: taymac@uw.edu
Product Provided /Approx. Dollar Cost	~\$7.5M

4) Agency/Company Name:	Washington State University
Address:	Rogers Hall 123 Pullman, WA 99164 1221 SE Olympia Ave, Pullman, WA 99164-1110
Contact Person:	Jason Butcherite MBA, CEC, CCA, Director of Dining Services
Telephone:	Phone: (253) 970-4098 Email: jason_butcherite@wsu.edu
Product Provided /Approx. Dollar Cost	~4.5\$M

APPENDIX C BIDDER PROFILE

5) Agency/Company Name:	Campus Smart K-12 Cooperative
Address:	125 N. State Street Edmond, OK 73003
Contact Person:	Dan Lindsey, Director of Child Nutrition
Telephone:	Phone: dan.lindsey@edmondschools.net Email: (405) 340-2889
Product Provided /Approx. Dollar Cost	~\$37M

SUBCONTRACTORS:

Identify any subcontractors who will perform services in fulfillment of contract requirements; the nature of services to be performed and include federal tax identification (TIN) number for each subcontractor.

Name/Address/Contact/Phone:	T.I.N.:	Brief description of the nature of Service Provided (e.g. testing, sampling, pick-up, etc):
N/A		

SALES INFORMATION:

Bidder shall complete the following information and return with bid response.

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	<u>Pam Olsen</u>	Name:	_____
Telephone:	<u>(206) 218-6848</u>	Telephone:	_____
Toll Free No.	_____	Toll Free No.	_____
Mobile Phone	<u>(206) 218-6848</u>	Mobile Phone	_____
Territory	_____	Territory	_____
Fax:	_____	Fax:	_____
Email:	<u>Pam.Olsen@usfoods.com</u>	Email:	_____

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

**PRICING: USDA DONATED COMMODITIES, 60 DAY COLD STORAGE AND
DISTRIBUTION
BID #3-202526
FOR
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. **\$4.00 /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 **\$1.15 /case / week**


Flat Rate per case per week beyond 180 days **\$1.70 / 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
/weekly/Monthly**

Any additional charges that may apply: Please note below:

Distributor Signature 
Print Name Mischa Collins
Date 1/23/2026

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

**AFFIRMATION OF BID AND NON-BID ITEM MARKUP
 BID #3-202526
 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	\$3.12	\$3.10	\$2.80	\$2.55
Disposables	\$3.12	\$3.10	\$2.80	\$2.55
Dry Groceries	\$3.12	\$3.10	\$2.80	\$2.55
Fruits/Vegetables/Juices (dry groceries)	\$3.12	\$3.10	\$2.80	\$2.55
Frozen Fruits and Vegetables	\$3.12	\$3.10	\$2.80	\$2.55
Frozen Miscellaneous	\$3.12	\$3.10	\$2.80	\$2.55
Frozen Protein	\$3.12	\$3.10	\$2.80	\$2.55
Janitorial and Chemicals	\$3.12	\$3.10	\$2.80	\$2.55
Produce	\$3.12	\$3.10	\$2.80	\$2.55
Dairy	\$3.12	\$3.10	\$2.80	\$2.55
Bakery	\$3.12	\$3.10	\$2.80	\$2.55
Refrigerated Items	\$3.12	\$3.10	\$2.80	\$2.55
Seafood items	\$3.12	\$3.10	\$2.80	\$2.55
Shortening/oil/margarine	\$3.12	\$3.10	\$2.80	\$2.55
Products by the LB	\$3.12	\$3.10	\$2.80	\$2.55
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%.

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.

Cost Plus Fixed Fee-Per-Case Program

The OMNIA Partners Group Purchasing and Foodservice Distribution Program, powered by Premier, with US Foods offers a Cost-plus Fixed Fee Program. All participating members will be placed on the same pricing program tier to provide consistency, predictability, and accurate program management. If a school actualizes a more advantageous fee-per-case opportunity based on prior quarter performance, a credit will be issued by the servicing US Foods distribution center. This approach ensures pricing accuracy while allowing members to benefit from improved performance.

The fixed fee-per-case will remain firm and in effect for each school year term (July 1 through June 30) and will be presented to PSJPC by March 15 and go into effect July 1 of each year during the term of the agreement. The fee-per-case included in this proposal reflects current pricing applicable to the 2025–2026 school year through June 30, 2026. Pricing for the 2026–2027 school year will be presented by March 15, 2026. The fixed fee-per-case schedule will be reviewed annually and may be adjusted to account for key inflationary factors impacting the average case cost for K-12 participating members.

The parties agree that renewal of the contract shall be extended subject to mutual agreement of PSJPC and US Foods. As a part of the renewal process, the Fixed Fee-Per-Case schedule will be reviewed annually and adjusted for key inflationary factors that affect the Average Case Cost for K12 Participating Members. We agree on a mutual basis to extend the agreement with the initial term commencing July 1, 2026 and ending June 30, 2027 for four (4) one (1) year periods for a total of five (5) years.

Premier and US Foods have entered into a 5-year extension of the current distribution agreement, which runs through June 30, 2029. PSJPC and Premier Members each acknowledge and agree that in the event that the Premier Agreement is further amended, supplemented, restated or otherwise modified, the terms and conditions of this letter agreement shall be modified accordingly to reflect such change.

Enrollment

In order to participate in the Premier Foodservice Program, each customer number must be assigned a Premier membership ID (EIN) based on the determined onboarding schedule. This will require additional enrollment paperwork and proper signatures. Please allow ample time for membership processing. For customers interested in the Direct Parent Incentive, additional communication may be required to ensure proper setup for Direct Parent and child sites.

Pricing Strategy

The cornerstone of the OMNIA/Premier Group Purchasing Program is the contracted manufacturer agreements (CMAs). Through these agreements, Premier offers the most comprehensive foodservice contract portfolio in the industry. By maximizing your utilization of Premier CMAs, PSJPC will realize substantial cost savings on your food spend year after year. CMAs are negotiated to maximize the financial benefits for all Premier members and are managed with careful oversight and price monitoring throughout the term of the agreement, providing PSJPC price protection, predictability, and auditing. Today, 90% of all dollars purchased by Premier Members in food and supplies are covered by a CMA.

Contracted Manufacturer Agreements (CMAs) are established with manufacturers for a three-year (36-month) term. Contract start and end dates follow the specific terms of the awarded cycle and are communicated through Premier's Supply Chain Advisor. All contracts must go through the Premier's sourcing process and are evaluated and awarded by customer-segmented member sourcing committees.

Premier utilizes multiple price strategies based on the volatility and composition of each product category. All items either have a fixed price or a market-price. Fixed school year pricing is not guaranteed for all items.

- Items with fixed pricing are locked in for a stated period of time (annually, semi-annually, quarterly, or monthly), and pricing is established by either a deviation or a formula.
- Market priced products are generally in highly volatile categories where it would be disadvantageous for Premier to attempt to lock in a price. These vary week by week based on geographic market; however, most products include an allowance that is taken off the distributor's price at the time of invoicing to PSJPC.

All requests for price increases are subject to review and approval by Premier and must be accompanied by supporting data that outlines the changes in market conditions to warrant such an increase; no price increase request will be automatically approved. Premier also monitors current market conditions in order to ensure the ongoing competitiveness of the portfolio; this can include working with suppliers to decrease pricing during a contract term. All product pricing is available in real time, 24/7 on the Premier US Foods ecommerce platform, PremierFSDO.com (FSDO). Weekly price changes are available each Sunday morning.

US Foods will follow the established annual process for pricing PSJPC's master list items on a mutually agreed date in preparation for the upcoming school year.

Premier is responsible for the sourcing and contracting of national, regional, and local agreements. Premier does not purchase or buy any products or services.

Expanded Cost Description: National Distribution Agreement (US Foods)

Pricing to PSJPC will be based on the cost of products ordered from Contractor plus a Contractor mark-up. Cost will be as defined below unless otherwise defined by Premier Committed Manufacturer Agreement(s). Thereafter, prices may be changed to reflect the actual cost of items delivered to the Contractor. Net costs delivered to the member shall always be based on the true and current cost of the product delivered at the time of delivery. Price changes shall be reflected through the online order entry system on demand. The price list furnished shall contain only items that are purchased by the member. Under no circumstances will the members' prices be increased should quantities fall short or exceed usage estimates provided.

"Cost" is defined as:

(1) CONTRACTOR Branded and Exclusive Products. Cost (for products which are not covered by a Committed Manufacturer Agreement) may be based on various nationally or regionally published price lists, plus inbound freight (where applicable). USF Branded and Exclusive Products includes products marketed under trademarks owned by USF, including but not limited to products for which USF has exclusive marketing and/or sales authority, property rights in a proprietary products formula, or has supplied raw materials or packaging for the finished products. Nationally and regionally published price lists are distributed to various market segments and customers and are subject to competitive market pressures.

nationally and regionally published price lists do not include documents only used internally and shall not include any Premier-only pricing. In the alternative, the Cost for USF Branded and Exclusive Products may be calculated as set forth in subparagraph (ii) below (All Other Products). The alternative used to calculate Cost may change from time to time. At the Purchasing Partner's request, USF shall disclose which method is being used at that time.

(ii) All Other Products (except produce). Cost is defined as the manufacturer's (supplier, packer or any other vendor) delivered cost or f.o.b. unit price plus standard freight (as hereinafter defined to USF's distribution center, less off-invoice discounts or off-invoice allowances (such off-invoice discounts or off-invoice allowances to mean manufacturer generated discounts or allowances on particular items for set periods of time and which are specifically reflected on the invoice). Cost shall not be adjusted for, and Participating Members shall not be entitled to, promotional allowances, cash discounts, prompt pay discounts, growth programs or any other supplier incentives received by USF. Cost may include a fee for USF's procurement activities which provide procurement leverage, order consolidation and administration, product marketing and quality assurance ("National Procurement Fees"). National Procurement Fees may include: (x) label expenses (including amortized cost of label redesign and obsolescence); (y) applicable storage, handling and finance charges which shall generally reflect USF's actual expense for these costs; and (z) an allocation of the approximate direct salary and benefits and other expenses of USF's employees, agents and equipment that manage and support the procurement activity related to National Procurement Fees. Such national procurement activities are intended to provide value to Participating Members. National Procurement Fees are intended to cover USF's costs of creating said value. USF may, at its option, select the invoice cost to be used for determining Cost from among all invoices for product currently available for sale, or from committed purchase orders for product to be received by the third day of the pricing cycle. Forward purchases (including forward warehouse purchases and customer consigned products) may include applicable storage and finance charges and/or other service fees which shall generally reflect USF's costs associated with such products (collectively, "Fees") or shall be based on local market replacement cost, as may be determined by USF from time to time; provided, however, that in no event shall the Cost be higher than local market replacement cost solely by reason of the addition of the Fees. Local market replacement cost means the cost the individual USF distribution center would have been required to pay for the purchase of its normal quantity requirements of such products.

(iii) Produce: Cost for produce shall be based on landed cost-plus freight.

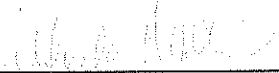
Discounts/Allowances/Incentives. Notwithstanding the foregoing, only promotional allowances exclusively negotiated by Premier or on the behalf of Premier will be passed through to Participating Public Agencies. The contractor shall be entitled to cash discounts and other supplier incentives.

Freight to Contractor. Unless inbound freight is included in vendor's delivered pricing, freight charges will be added to the cost of product. Freight will be based on market conditions and will not exceed the freight rate normally payable by the Contractor distribution center for inbound shipments of regular quantity requirements of such products. Freight charges may include common or contract carrier charges by the product vendor or a carrier, and/or charges billed by Contractor for its freight management service. It is expressly acknowledged and agreed that Contractor may utilize its internal logistics or branch generated back-haul program provided freight cost charged to the district or Participating Public Agency does not exceed standard freight. Contractor retains sole responsibility for

an inbound logistics activity. In all cases, auditable documentation for freight rates will be maintained by each of Contractor's distribution centers."

Fuel Hardship

The Premier-US Foods agreement excludes typical fuel surcharges. US Foods can only charge a fuel hardship relief fee when the national average diesel price exceeds \$5.10 per gallon, monitored via the EIA weekly report (<http://www.eia.gov/petroleum/gasdiesel/>). This fee is included in the quarterly US Foods Statement of Earned Incentives and may be offset by other operational incentives.

Distributor Signature 
Print Name Mischa Collins
Date 1/23/2026

ATTACHMENT 3: PSJPC AWARDED COMMODITY PROCESSORS

USDA COMMODITY PROCESSED FOODS (NOI & FFS)
THROUGH DISTRIBUTOR 2026-27
BID #3-202526
FOR
FOR PUGET SOUND JOINT PURCHASING COOPERATIVE

SEE APPENDIX 1 – TAB 4: LIST OF PSJPC AWARDED PROCESSED PRODUCTS
FOR FURTHER PROCESSING OF USDA FOODS

1. Albies Food Products
2. Bonnard Creameries
3. Brookwood Farms, inc
4. ConAgra Brands
5. ES Foods
6. Goodman Food Products, dba- Don Lee Farms
7. Integrated Food Products
8. International Food Solutions
9. Hormel - Jennie-O
10. Jivi Food Group
11. Land O' Lakes
12. Nardone Brothers Baking
13. S&F Foods
14. Smucker Company
15. Tasty Brands
16. Trident Seafoods
17. Tyson Foods
18. Yangs Fifth Taste

**VALUE PASS THROUGH (NOI/REBATES) AGREEMENT ON COMMERCIAL
COMMODITY PROCESSED PRODUCTS
BID #3-202526
FOR
FUGET SOUND JOINT PURCHASING COOPERATIVE**

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

DISTRIBUTOR NAME US Foods


We commit that we have the ability to provide PSJPC with value pass through. **YES**

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

We have provided value pass through in the past **YES**

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 Mischa Collins

Date 1/23/2026

**ATTACHMENT L. WRITTEN QUESTIONNAIRE BID #3-202526
FOR
PUGET SOUND JOINT PURCHASING COOPERATIVE**

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: US Foods, Inc.

Section 1 – Ordering

A. Describe Proposer’s online web-based ordering system and its features. Describe the training your firm provides clients as it pertains to on-line ordering for customers (Directors, managers, kitchen managers).

US Foods offers a reliable, web-based ordering experience through PremierFSDO.com (FSDO), which is currently used by all PSJPC member districts. The platform is designed to make ordering simple, efficient, and consistent, allowing users to order from customized order guides, product numbers, or the full catalog, with clear visibility to product details including nutritionals, allergens, and contract indicators.

FSDO provides real-time inventory status, suggested substitutions, order confirmations, invoice history, and reporting tools that help districts plan confidently and manage costs, supporting PSJPC’s focus on operational efficiency and cooperative value. PSJPC administrators and members also have 24/7 access to Business Analytics reporting, which provides visibility into product usage, spending, and operational trends, with customizable reports to support cooperative purchasing, menu planning, and inventory management.

US Foods supports PSJPC with training led by a team of technology experts and Pamela Olsen, the dedicated Bid Sales Manager, who has supported the cooperative since its inception. All districts currently utilize FSDO, and when new Directors or staff come on board, Pamela provides individualized, one-on-one training to ensure a smooth transition. Training is tailored and includes navigating the site, managing order guides, placing orders, and resolving exceptions. On-demand tutorials and built-in resources are available within the platform, with additional technical support provided through the US Foods IT Service Desk.

This combination of technology, reporting, and dedicated local support allows PSJPC members to order with confidence and maintain continuity in day-to-day operations.

B. What are alternative to online ordering?

In addition to online ordering, PSJPC members may place, revise, or cancel orders by contacting their dedicated Bid Sales Managers. Orders are available until the designated order cut-off time, providing flexibility and continuity for operations.

PSJPC's US Foods K12 Team	
Pamela Olsen Main Point of Contact Bid Sales Manager Email: Pamela.Olsen@usfoods.com	
Liz Guerrero (Everett & Spokane) Bid Account Manager Phone: (425) 389-1621 Email: ElizabethA.Guerrero@usfoods.com	Susan Bergan (Fife & Spokane) Bid Account Manager Phone: (206) 681-5742 Email: Susan.Bergan@usfoods.com

C. What are the minimum and maximum lead times for districts to place their orders?

PSJPC districts may place orders for stocked items up to one (1) business day prior to delivery, while special-order or non-stocked items may require additional lead time. Through PremierFSDO.com (FSDO), districts may also schedule deliveries up to two (2) weeks in advance. Inventory is reserved for orders scheduled within forty-eight (48) hours of delivery to support reliable fulfillment.

D. Describe your customary substitution policy when an ordered item is unavailable. Describe how your firm will provide nutrition and allergy information for subbed items.

US Foods is committed to minimizing disruptions while maintaining transparency and local control for PSJPC member districts. Inventory is reserved up to forty-eight (48) hours prior to delivery to reduce the risk of shortages. If an item becomes unavailable during order confirmation or prior to delivery, districts are notified through the online ordering platform, PremierFSDO.com (FSDO).

US Foods does not utilize automatic or preferential substitutions. Districts retain full control over substitution decisions and may select alternatives in real time at order confirmation or proactively manage approved substitutes within their order guides. This approach allows districts to prioritize nutrition, allergens, brand preference, and cost while maintaining menu compliance.

Nutrition and allergen information for all products, including substituted items, is readily available through PremierFSDO.com (FSDO) and an exclusive access to a USDA-complaint menu

planning and production software system designed for child nutrition programs. These tools provide access to product nutritionals, allergen disclosures, Child Nutrition documentation, and compliance reporting to support informed substitution decisions and USDA requirements.

PSJPC is supported by a dedicated US Foods team including a Bid Sales Manager, Bid Account Managers and Bid Account Coordinators who partner closely with the cooperative to provide out-of-stock visibility, product updates, usage reporting, and ongoing assistance related to inventory planning and nutritional information.

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?

PSJPC districts may add to or revise next-day delivery orders through PremierFSDO.com (FSDO) or by coordinating with the dedicated US Foods team, provided that changes are made prior to the designated order cut-off time. Add-ons are subject to product availability and operational capacity, with no preset case limit.

F. What is the lead time you require for orders that ensures a 95% fill rate?

For stocked items, a minimum lead time of one (1) day after order confirmation helps ensure a 95% fill rate. Special orders or non-stocked items may require additional lead time.

G. What is your procedure for notifying customers of shortage and/or substitutions?

US Foods reserves inventory forty-eight (48) hours prior to delivery to minimize potential shortages. If an item becomes unavailable at this stage or during order confirmation, PSJPC members are notified through the online ordering platform, PremierFSDO.com (FSDO).

Substitutions can be managed in two ways:

- **Exception Management** – select a substitute at the time of order confirmation or when notified of an out-of-stock item.
- **Master List Management (MLM)** – centrally manage shopping lists by pre-selecting up to four approved substitutes and viewing stock status in real time, ensuring decisions are informed and aligned with menu needs.

PSJPC members receive ongoing operational insights and support by the dedicated US Foods team (Bid Sales Manager, Bid Account Managers and Bid Account Coordinators). This includes weekly market and manufacturer updates, trend information, out-of-stock and special-order reporting, monthly usage reports, NOI reporting, and nutrition/allergen guidance. This coordinated approach helps districts stay informed, plan accurately, and ensure students consistently receive the products they need.

H. What do you do if a district doesn't meet the minimum of 20 cases?

US Foods supports PSJPC members by providing deliveries for orders that meet the \$350 minimum, with no case minimum. If an order falls below this threshold, we work closely with the cooperative to find solutions that ensure districts continue receiving the products they need to serve their schools reliably and efficiently.

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.

USDA Foods usage and velocity reports are shared each Monday with PSJPC. Members also have real-time access through K12 Foodservice and ProcessorLink, providing timely visibility for operational planning and inventory management.

B. What Value Pass through methods do you utilize for processed USDA Foods?

US Foods offers both fee-for-service, modified fee-for-service options, and NOI, providing flexibility to meet district and co-op requirements.

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?

PSJPC members receive weekly usage and velocity reports each Monday and can access real-time data through K12 Foodservice and ProcessorLink. These tools allow districts to monitor usage, verify remaining entitlement, and support accurate planning.

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.

USDA Foods usage and inventory are tracked and reported by the Bid Account Manager each Monday. Districts may request verification or updates at any time to support accurate inventory management.

E. Describe how USDA Foods Further Processed products that are "special ordered" have their entitlement value tracked and properly credited.

All vendor and USDA Foods product information is loaded and tracked through shared services. Special-order entitlement values are monitored within the system, ensuring proper credit and continuity, with processes remaining consistent upon award.

Section 3 - Reports

A. Describe the Management Reports your firm will provide the PSJPC administrator and members. Please include copies of reports

US Foods provides comprehensive reporting to support PSJPC districts through PremierFSDO.com, giving members 24/7 access to a suite of tools beyond Business Analytics. In addition to real-time insights, members can access custom reports and data through Lists, Master List Management (MLM), My Savings, and Stock & Order Guide reports. These tools allow districts to monitor inventory, track contract compliance, identify cost-saving opportunities, and plan for substitutions or special orders.

Key reports include:

- **Usage Reports** – Track product consumption across districts and identify trends.
- **Contract Utilization Reports** – Compare contracted versus non-contracted purchases to optimize value.
- **Invoice Reports** – Detailed transaction history including product, manufacturer, pricing, and shipping.
- **Price Trend Reports** – Analyze product usage and spend over time (week, month, year).
- **Stock & Order Guide Reports** – Monitor inventory, pricing, and contract compliance at the product level.
- **Trend Reports** – Provide insights into usage patterns, new products, and market updates.
- **My Savings Reports** – Track contract savings opportunities.
- **Insights & Alerts** – Market updates, out-of-stock reporting, special order tracking, and ordered vs. shipped/substitution reports. Nutrition and allergen guidance is also provided to support menu planning.

These tools, combined with real-time data and personalized support from PSJPC's dedicated US Foods team, ensure districts have the information needed to operate efficiently, maintain reliable inventory, and serve students effectively.

Please see attached US Foods Reporting Samples – Business Analytics for examples.

B. How do districts obtain velocity reports to conduct personal sales analysis or to submit for rebates?

PSJPC districts can access detailed sales and usage reporting through Business Analytics on PremierFSDO.com (FSDO), which provides:

- Real-time inventory tracking
- Product usage and purchasing trends
- Point-in-time analysis
- Utilization and compliance comparisons

Additional insights, including quarterly trends, monthly purchases, and product-class analysis, are provided through quarterly business reviews, supporting informed purchasing decisions.

Premier's rebate reports are provided in arrears, typically six months after the end of each financial quarter, once Premier and manufacturer partners finalize settlements. Questions regarding rebate payments can be directed to Premier and accessed via the PINC^{AI} customer portal.

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?

Based on contracted purchases, members may receive a quarterly contracted manufacturer agreement rebate payment paid one hundred percent (100%) by Premier. Premier contracted manufacturer rebates (CMAR) are negotiated by Premier on behalf of the membership and paid 100% to the purchasing member. Quarterly rebates are paid by ACH by Premier.

All spend on contracted products is tracked through PremierFSDO.com (FSDO), where CMAR-eligible items are clearly identified with a CMAR indicator ("pill"). Detailed reporting on earned rebates is available to each member.

Section 4 –Delivery

A. Describe your guaranteed order fulfillment, delivery window, and how delivery schedules are managed/adjusted for holidays and weather days.

US Foods is committed to a 99% fill rate, including customer-approved substitutions. If monthly fill rates fall below this target, we work closely with districts to identify and resolve any issues.

Delivery days and windows are mutually agreed upon, considering order volume, route optimization, operational standards, and district preferences. This ensures reliable, flexible service that meets the needs of each school. Delivery schedules are adjusted in coordination with each school to accommodate holidays while maintaining service continuity.

In the event of delays due to weather, traffic, or other disruptions, PSJPC districts receive timely updates from their dedicated US Foods Account Coordinators, who track progress and provide regular communications. Alerts can also be sent via email or mobile app. Our team works with

districts to manage impacted orders and makes every effort to deliver products on schedule, understanding that unexpected events can occur.

B. What are Proposers standard operating procedures with regard to temperature control of product?

US Foods ensures all products arrive fresh, safe, and ready for service using a transportation system with separate temperature zones for ambient, refrigerated, and frozen items. Trailer temperatures are continuously monitored and recorded. Warehouse staff and drivers check temperatures at both loading and delivery, and Temp Tags provide additional tracking for review and analysis. Our fleet is maintained to strict sanitation standards, GPS-optimized for efficiency, and set up to keep different product types separated, ensuring consistent quality and reliable service for districts.

C. Describe how the Proposer will track the timeliness of deliveries? What is the procedure for when the delivery is outside the delivery window?

US Foods is committed to on-time deliveries and accurate delivery windows, supported by enhanced routing, technology, and service reliability. Deliveries are tracked in real time using GPS-equipped trucks and integrated systems, providing visibility into departure and arrival times. PSJPC members can monitor scheduled deliveries through Where's My Truck on PremierFSDO.com or the mobile app, with optional alerts via email or text when a truck is 30 minutes from delivery. On-time delivery reports are available upon request.

Daily delivery reports are reviewed by PSJPC's dedicated Bid Account Coordinators to identify any impacted schools. If a delivery falls outside the scheduled window, PSJPC districts are notified. Bid Account Coordinators work directly with the school to determine the best resolution, keeping members informed and minimizing disruption.

This coordinated approach helps districts maintain operational continuity and ensures products are delivered when they are needed.

D. Provide written assurance you will provide "wheeled-in" or palletized delivery at the request of the member district. Place deliveries in the proper storage area to help ensure

US Foods delivery drivers place products in the mutually agreed-upon location within each facility, including walk-in coolers, walk-in freezers, or storage areas. This ensures items are secure, organized, and ready for immediate use, supporting efficient operations for PSJPC districts.

E. Describe your firm's nighttime (dark delivery) and/or key drop delivery system.

US Foods offers Key Drop (Honor Drop) deliveries for added convenience and flexibility. Drivers place orders in the designated areas and leave a hard-copy invoice, while an electronic copy is uploaded to the district's online account.

PSJPC districts have a 24-hour window to report any issues, including missing, damaged, or incorrect products. For Saturday key drops, issues can be reported by end of day Monday. Once reported, US Foods promptly coordinates pickup, replacement, or credit through the standard return process, ensuring districts receive the correct products without disrupting operations.

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.

US Foods has comprehensive emergency preparedness and business continuity plans to ensure schools receive the products they need, even during crises. Each distribution center maintains site-specific plans, operational playbooks, and trained staff ready to respond to disruptions, including facility, workforce, or geographic challenges.

During an emergency, PSJPC districts can place orders by duplicating a previous order, submitting a prepared emergency order, or managing their own order. Product allocations are monitored and replenished as quickly as possible to maintain service.

Our dedicated team of US Foods team works directly with districts to prioritize needs and coordinate deliveries. We have successfully executed emergency deliveries during past natural disasters, demonstrating our ability to maintain safe, timely, and reliable service for schools.

In the event of delays due to weather, traffic, or other disruptions, districts receive timely updates from the dedicated US Foods team, with additional alerts via email or mobile app. Our team works closely with districts to manage impacted orders and makes every effort to deliver products on schedule, understanding that unexpected events can occur.

Section 6 –Invoicing

A. What is Proposer's return and credit process for the following: mispicks, damaged or poor-quality product, mis orders, short-on-truck items? Explain how delivery errors will be corrected and how credits will be issued related to product damage, mispicks, or product shorts when received by food service or non-food service personnel.

US Foods ensures accurate deliveries and easy credit processing through our Proof of Delivery (POD) system. Each item is scanned at delivery, and invoices are instantly adjusted for missing, damaged, or refused products.

Benefits:

- Accurate, on-the-spot invoicing
- Fewer credit memos and invoice adjustments to track
- Faster receiving and less time monitoring deliveries
- Full transparency with electronic signature capture

Handling Errors and Returns

- Refused Products: Items that are damaged, out-of-code, incorrect, or unwanted can be refused at delivery. Drivers adjust the invoice immediately, and credit is issued.
- Returned Products: If a pickup is required, customers can request it when placing orders. Guidelines include:

- Items must be in resalable condition and in original packaging unless approved for inspection
- Large pallet drops may not have a pick label on every case; individual items must include the warehouse pick label when applicable
- Quality-related returns (e.g., concealed damage) require approval within 14 days of delivery; photos of the product and labels should be sent to the US Foods team
- All other issues (mispicks, short-on-truck, incorrect items) must be reported within 24 hours of delivery
- Returns are not accepted for special orders, made-to-order, or imprinted items

Product-Specific Guidelines

- Refrigerated ready-to-eat products and ice cream: return at delivery
- Frozen (never thawed), dry, and non-food items: return on next delivery
- Drop-shipped products: follow carrier instructions and return label
- Special orders: no returns

US Foods works closely with PSJPC districts to prioritize and correct delivery issues, coordinating pickups, replacements, and credits as needed. All returns and credits follow the US Foods Credit and Return Policy, ensuring districts maintain accurate financial records while minimizing disruptions to school operations.

B. When and how are the credits issued?

Credits are issued after returned products are inspected and meet return standards. Customers receive credits either as an invoice adjustment for refused products or as an account credit for collected items. This helps PSJPC districts keep accurate records while ensuring replacement products are delivered without disrupting school operations.

- C. List all financial incentives your firm will offer the PSJPC coop membership. (i.e. drop size, quick pay incentives, etc.).

US Foods, through the OMNIA Partners Group Purchasing Foodservice Program, powered by Premier, offers multiple incentives and rebate opportunities designed to maximize value for PSJPC members.

Participating Member Volume Incentive

Members earn 0.12% of total spend through US Foods, distributed quarterly via the Statement of Earned Incentives. Tracking and verification are managed by the US Foods and shared with PSJPC's by the US Foods dedicated team.

New Business Incentive

Eligible members—either new customers or current members using less than 20% of their spend with US Foods—can receive a one-time incentive of 2% of total sales over a 26-week shipping period. Payments are issued after six months via ACH or account credit. Participation requires an affidavit, with tracking managed by the US Foods dedicated team.

Earned Tier Adjustment

All schools start at the same fee-per-case. Based on average quarterly drop size, a school may qualify for a better tier for the prior quarter. Any earned credit is issued via a quarterly invoice adjustment.

USF DIRECT Incentive

Premier members receive a 1.5% credit on all products purchased through US Foods DIRECT. Credits are issued monthly to individual member accounts, with tracking and verification provided by the US Foods dedicated team.

Participation & Utilization Incentive (Direct Parent Incentive / DPI)

Members meeting at least 85% prime vendor participation with US Foods and the Premier CMA threshold may be eligible for an ongoing 1% incentive, paid semi-annually via check or ACH payment. Participation requires an affidavit, with tracking, verification, and bi-annual audits managed by the US Foods corporate team and distributed to PSJPC by the US Foods dedicated team.

Contracted Manufacturer Agreement Rebates (CMARs)

Based on contracted purchases, members may receive a quarterly contracted manufacturer agreement rebate payment paid one hundred percent (100%) by Premier. Premier contracted manufacturer rebates (CMAR) are negotiated by Premier on behalf of the membership and paid 100% to the purchasing member. Quarterly rebates are paid by ACH by Premier.

Section 7 - Products

A. Please describe how your company will work with the PSJPC on stocking/slotting decisions. 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.

Through our legacy companies, US Foods has partnered with PSJPC for nearly 40 years to build a custom inventory system across four distribution centers, ensuring schools get the right products when they need them. Bid items are stocked to match seasonal demand, forecasted needs, and usage trends, with a minimum of three (3) cases per week per distribution center to maintain consistent supply.

Each year, we follow an established process for pricing PSJPC's master list items on a mutually agreed date, preparing for the upcoming school year with accuracy and consistency.

Districts have visibility into inventory through PremierFSDO.com and a variety of reports, including out-of-stock, special order tracking, and NOI updates. Weekly meetings with the PSJPC team review forecasts, utilization, and inventory to keep operations running smoothly.

Our dedicated K12 team, with nearly 90 years of combined experience—including Pamela Olsen, lead Bid Sales Manager who has grown with the cooperative for nearly 40 years—partners closely with PSJPC to ensure reliable supply, streamlined ordering, and alignment with school nutrition programs.

B. Describe reports and other communication methods your company uses to communicate with customers. Describe the reports your company will use to communicate with the PSJPC members and administration as it pertains to "out-of-stock" items shortages and substitutions; change in UPC codes, discontinued items and new product offerings,

US Foods provides real-time communication to PSJPC and its members regarding out-of-stock items, shortages, substitutions, discontinued products, and new product offerings.

PSJPC's dedicated team, led by Bid Sales Manager Pamela Olsen, serves as the primary point of contact. They provide out-of-stock reports, substitution recommendations, and coordinate approved replacements to minimize disruptions.

PSJPC can manage replacements and view estimated delivery dates directly through PremierFSDO.com using Exception Management or Master List Management, which enables pre-approved substitutions and real-time inventory visibility.

Weekly updates and regular meetings with the PSJPC team review forecasts, utilization, and inventory to ensure operations run smoothly. This structured approach keeps districts informed,

supports reliable inventory management, and ensures timely substitutions and access to new products—all tailored to the unique needs of their schools.

C. Explain in detail what your firm’s procedures are as they pertain to “special orders.” What do you require of PSJPC members when placing orders for “special” products. How long does it take to receive special order products? What is your company’s case threshold for moving special ordered products to a stock ordered item?

Special order products are items not regularly stocked in US Foods’ warehouses but available to PSJPC members through the Special-Order Drop Ship (SODS) system, guided by the Bid Account Coordinators.

Typical lead time for special orders is 6–8 weeks, though timing can vary based on manufacturer schedules or direct-ship requirements. Bid Account Coordinators track all special orders and provide regular updates, giving PSJPC visibility and timely communication throughout the process.

When collective Premier usage shows consistent demand—meeting minimum weekly usage thresholds—special order items can be transitioned to regular stocked items to ensure ongoing availability.

This approach allows PSJPC to access unique or hard-to-source products while maintaining reliable planning and consistent supply across all four US Foods markets serving the cooperative.

D. Describe Proposer’s plans to assure the availability of products throughout the school year, especially the beginning and end. Explain your “back-to-school” preparations to minimize outages and substitutions when a new school year begins in the fall. Provide written assurances your firm will offer twelve (12) months per year delivery service to our member districts. What issues will disrupt service for members districts?

Through our legacy companies, US Foods has partnered with PSJPC for nearly 40 years, building a custom inventory and delivery system across four distribution centers. Bid items are stocked to meet seasonal demand, forecasted needs, and usage trends, with a minimum of three cases per week per distribution center to maintain consistent supply.

Districts have visibility into inventory through PremierFSDO.com and reports, including out-of-stock reports, special order tracking, and NOI updates. Each year, we follow an established process for pricing PSJPC’s master list items, preparing for the upcoming school year with accuracy and consistency. Weekly meetings with the PSJPC team review forecasts, utilization, and inventory to keep operations running smoothly.

Our dedicated K12 team, with nearly 90 years of combined experience—including Pamela Olsen, lead Bid Sales Manager who has grown with the cooperative for nearly 40 years. Over the years, we’ve evolved alongside PSJPC—introducing systems like our exclusive USDA-complaint menu planning and production software system designed for child nutrition to streamline operations, improve menu planning, and maintain compliance.

Our proactive approach includes:

- Forecasting: School-year forecasts and historical usage data anticipate product needs.
- Communication: Routine updates, monthly calls, quarterly business reviews, and merchandising reports keep districts informed.
- Stocking & Substitutions: Minimum stocking levels and Master List Management ensure approved substitutes are in place before shortages.

This system ensures reliable delivery, minimizes outages and substitutions, and supports efficient operations and student meal service.

Section 8 - Nutrient & CN Information

A. Describe how you will provide up to date nutrient and ingredient information on all products on the bid. How will you notify members when new products are ordered and received or product formulations are changed?

US Foods, in partnership with Premier, gives PSJPC members easy access to up-to-date nutrition, ingredients, and Child Nutrition (CN) information. Through PremierFSDO.com (FSDO), members can search, view, and download detailed data at the SKU level, sourced from manufacturers, USDA Food Data Central, and GS1. If a product changes or no longer meets specifications, US Foods works with PSJPC to recommend approved alternatives that align with USDA and school nutrition guidelines.

PSJPC members also have exclusive access to a USDA-complaint menu planning and production software system designed for child nutrition programs.

This system allows districts to:

- Plan menus and manage recipes with built-in USDA meal pattern validation and CN labeling.
- Generate production records and reports automatically, including nutrient analyses and audit-ready documentation, reducing administrative work.
- Manage multiple sites centrally while maintaining flexibility at each location for menu consistency.
- Share information digitally with optional modules for online menus, mobile access, and menu boards.

This combination ensures districts always have current nutrition information and tools to plan, track, and serve meals confidently.

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?

PSJPC members have exclusive access to our USDA-compliant menu planning and production software system designed for child nutrition programs.

The system allows districts to:

- Plan menus and manage recipes with built-in USDA meal pattern validation and CN labeling.
- Generate production records and reports, including nutrient analyses and audit-ready documentation, reducing administrative work.
- Manage multiple sites centrally while maintaining site-level flexibility for menu consistency.
- Share information digitally, with optional modules for online menus, mobile access, and menu boards.

Updates such as new products, recipe changes, or substitutions, are reflected in real time, ensuring districts always have accurate, compliant, and actionable information. Onboarding, training, and ongoing support are provided to maximize system use and effectiveness.

This approach ensures PSJPC districts have the tools and information needed to plan, track, and serve meals confidently.

C. What resources are available to assist districts meet needs for customers with food allergies?

PSJPC members have exclusive access to a USDA-compliant menu planning and production software system designed for K12 nutrition programs.

US Foods provides robust tools to manage allergen information and support safe menu planning:

- Allergen Data: Available in PremierFSDO.com, covering FDA top allergens and select ingredients.
- Search & Filter: Members can exclude products containing specific allergens; updates occur as suppliers provide new data.
- Documentation: Critical ingredients, allergens, and CN data are stored with packaging and product formulation statements.

Additionally, US Foods has access to multiple training resources to support school teams:

- Always Food Safe (AFS): ANSI-accredited online courses for Food Protection Manager, Food Handler, and Allergen Awareness; certificates accepted by health inspectors; available in English and Spanish; integrates with learning management systems.

- FARECheck Food Safety Training: Focused on allergen safety in schools, early education, and healthcare; free online courses for Premier members, with live and on-demand options supported by registered dietitians.

This integrated approach helps PSJPC members plan menus confidently, maintain compliance, and serve students safely.

Note: US Foods does not assume legal liability or guarantee the completeness or accuracy of allergen information. We provide the best available resources to help members make informed decisions.

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, 2026.**
- c. Plan to determine mutually agreed upon delivery schedules for all sites.**

Through our legacy companies, US Foods has partnered with PSJPC for nearly 40 years, building a fully integrated inventory, ordering, and delivery system across four distribution centers. This long-standing infrastructure ensures continuous service with no interruptions while transitioning into a new contract term.

For any new schools or facilities added, US Foods implements its Quality Service Process (QSP)—a structured onboarding framework that ensures accurate site setup, staff training, and consistent delivery execution aligned with district requirements. New sites setups are managed through Pamela Olsen, Bid Sales Manager and become fully integrated into existing routes and operational processes.

Training on PremierFSDO.com can be provided to all districts (new and existing) as needed. Training covers order placement, substitution management, and reporting to ensure staff are confident and operationally ready.

Delivery schedules for all sites are coordinated with district staff and integrated into established routes, maintaining reliable service. Ongoing communication—including reviews, out-of-stock detail, special order tracking, and NOI updates—keeps PSJPC districts informed, minimizes disruptions, and ensures operational efficiency.

This structured approach leverages decades of partnership and proven systems, ensuring reliable service, accurate deliveries, and seamless onboarding for all current and new PSJPC members.

Section 10 - Customer Service

A. What positions within the Proposer’s company will be primary points of contact for school districts?

US Foods provides a dedicated, team-based support model tailored specifically for PSJPC. Pamela Olsen, Bid Sales Manager, serves as the primary point of contact, bringing more than 40 years of experience with the cooperative and unmatched knowledge of its operations. Her leadership ensures continuity, efficiency, and support customized to each district’s needs.

In addition, PSJPC is supported two Bid Account Managers and two Account Coordinators—backed by two Area Vice Presidents of National Sales and the broader US Foods Customer Service team. This structure provides consistent, high-quality service, strategic alignment with cooperative goals, and nearly 90 years of combined K12 foodservice and distribution expertise.

This model is unique, ensuring PSJPC districts receive personalized support, proactive communication, and reliable operational management across all schools.

PSJPC’s US Foods K12 Team	
Pamela Olsen Main Point of Contact Bid Sales Manager Email: Pamela.Olsen@usfoods.com	
Liz Guerrero (Everett & Spokane) Bid Account Manager Phone: (425) 389-1621 Email: ElizabethA.Guerrero@usfoods.com	Susan Bergan (Fife & Spokane) Bid Account Manager Phone: (206) 681-5742 Email: Susan.Bergan@usfoods.com
Jonelle Whitehouse (Spokane) Bid Coordinator Email: Jonelle.Whitehouse@usfoods.com	Beth Kostecki (Everett & Fife) Bid Coordinator Phone: (253) 620-3810 Email: Elizabeth.Kostecki@usfoods.com
Customer Service Support (available as needed) Fife & Everett: 800-325-6505 SeattleCustomerContact.shared@usfoods.com Spokane & Portland: 800-372-4747 CascadeCustomerContact.shared@usfoods.com	

B. Provide a professional bio of “key” personnel with the primary PSJPC responsibility (name, title, e-mail, phone number and major area of responsibility).

US Foods provides a dedicated K12 support team to serve PSJPC members, offering strategic oversight, local operational support, and responsive customer service.

Primary Account Support

Pamela Olsen

Bid Sales Manager | Primary Point of Contact

Email: Pamela.Olsen@usfoods.com

Role: Lead PSJPC Account

Expertise: Pamela brings over 40 years of experience in food distribution, including 39 years supporting K12 school nutrition programs. She is recognized for her deep industry expertise, trusted relationships, and commitment to student and district success.

Responsibilities: Provides strategic leadership for the PSJPC account, overseeing forecasting, operational support, and program growth. Pamela has partnered directly with PSJPC since its inception, ensuring continuity, customized solutions, and proactive account management.

Market Bid & Account Support

Liz Guerrero (Everett & Spokane)

Bid Account Manager

Phone: (425) 389-1621

Email: ElizabethA.Guerrero@usfoods.com

Susan Bergan (Fife & Spokane)

Bid Account Manager

Phone: (206) 681-5742

Email: Susan.Bergan@usfoods.com

Jonelle Whitehouse (Spokane)

Bid Coordinator

Email: Jonelle.Whitehouse@usfoods.com

Beth Kostecki (Everett & Fife)

Bid Coordinator

Phone: (253) 620-3810

Email: Elizabeth.Kostecki@usfoods.com

Responsibilities:

Local Bid Account Managers and Coordinators support daily operations, including delivery windows, accounts payable, data analytics, reporting, order guide management, substitutions, special-order tracking, and administrative coordination to ensure smooth execution for all PSJPC members.

National Sales Leadership

Ashley B. Cramer, MS, RD

Vice President, National Sales – Cascade Mountain Area

350 S. Pacific Hwy, Woodburn, OR 97071
Mobile: 405-209-6367
Email: ashley.cramer@usfoods.com

Ashley Long, MS, RD

Vice President, National Sales – Seattle Area
2204 70th Ave E #100, Fife, WA 98424
Mobile: 402-378-0159
Email: ashley.long@usfoods.com

Responsibilities:

Provide executive and cross-functional oversight to ensure consistent service delivery, operational excellence, and alignment with PSJPC's strategic objectives.

Customer Service Support (Available as Needed)

Fife & Everett:

Phone: 800-325-6505
Email: SeattleCustomerContact.shared@usfoods.com

Spokane & Portland:

Phone: 800-372-4747
Email: CascadeCustomerContact.shared@usfoods.com

Responsibilities:

Broader US Foods customer service teams provide timely, knowledgeable assistance for ordering, deliveries, and issue resolution.

Corporate K12 Support

Ellyse Gould

National Sales K12 Manager – Premier
Email: ellyse.gould@usfoods.com
Mobile: 217-549-8610

Responsibilities:

Provides guidance on Premier program alignment and compliance, supports cooperative strategy and national K-12 initiatives and ensures consistency with Premier standards and best practices

C. Who will be designated as your customer service coordinator

Beth Kostecki

Senior Account Coordinator | Primary Customer Service Point of Contact
Phone: (253) 620-3810
Email: Elizabeth.Kostecki@usfoods.com

Beth Kostecki serves as the primary customer service coordinator for PSJPC customer service-related needs. As the senior Account Coordinator, Beth brings 25 years of experience supporting K12 school nutrition programs and serves as the first line of support for day-to-day service inquiries, order management, issue resolution, and coordination across internal teams.

When additional support is required, requests can be coordinated through the broader US Foods Customer Service organization.

Fife & Everett:

Phone: 800-325-6505

Email: SeattleCustomerContact.shared@usfoods.com

Spokane & Portland:

Phone: 800-372-4747

Email: CascadeCustomerContact.shared@usfoods.com

D. Who will be designated as your “technology coordinator?”

Pamela Olsen, Bid Sales Manager, will serve as the designated technology coordinator for PSJPC.

Pamela has supported the cooperative since its inception and leads all training related to PremierFSDO.com and other US Foods digital tools, including the cloud-based menu planning and production system. She provides individualized, one-on-one training for new Directors and staff to ensure smooth onboarding and confident system use.

Training includes navigating the platform, managing order guides, placing orders, and resolving exceptions. On-demand tutorials and built-in resources are available within the platform, with additional technical support provided by the US Foods IT Service Desk as needed.

E. What service will they provide districts?

Bid Sales Manager

- Serves as the single point of contact for PSJPC
- Leads overall account strategy and coordination across all servicing locations
- Supports forecasting, program planning, and operational alignment
- Oversees issue resolution and escalation as needed

- Leads training and support for PremierFSDO.com and other US Foods digital tools

Bid Account Managers

- Support district-level operations and day-to-day account needs
- Manage order guides and Master List Management (MLM)
- Provide product, pricing, and supply chain guidance
- Coordinate delivery windows, substitutions, and service changes
- Partner with districts to resolve operational issues and maximize program value

Account Coordinators

- Support order management and special-order tracking
- Assist with reporting, data analytics, and administrative tasks
- Coordinate delivery updates, substitutions, order adjustments, and credits
- Respond to district questions and requests
- Support documentation and operational follow-up

Senior Account Coordinator / Customer Service Coordinator

- Serves as the primary customer service contact for PSJPC districts
- Handles day-to-day service inquiries, order issues, and follow-up
- Coordinates internally with sales, operations, and customer service teams
- Ensures timely resolution of service-related issues

Broader US Foods Customer Service Teams

- Assist with order placement and order status updates
- Process credits, returns, recalls, and product replacements
- Support delivery questions, will-calls, and recoveries
- Provide additional support for district needs

Area Vice Presidents – National Sales

- Provide executive oversight across sales, operations, and merchandising
- Ensure consistent service delivery and program execution
- Support strategic initiatives and long-term planning
- Serve as escalation point for complex or high-impact issues

Corporate Premier K12 Support

- Provides guidance on Premier program alignment and compliance
- Supports cooperative strategy and national K12 initiatives
- Ensure consistency with Premier standards and best practices

F. If the distributor has multiple locations serving our member districts, please indicate how coordination between these sites will be done?

US Foods coordinates service across multiple distribution locations using a centrally aligned, team-based model. While orders are fulfilled locally, all locations operate under a single national strategy, ensuring consistent pricing, service standards, and program execution for PSJPC members.

PSJPC is supported by a single point of contact, Pamela Olsen, Bid Sales Manager, who leads coordination across all servicing locations. She aligns communication, priorities, and execution among Bid Account Managers, Account Coordinators, and distribution centers.

Shared systems, standardized processes, and executive oversight ensure seamless coordination, consistent service delivery, and reliable support for all PSJPC districts.

G. Provide written assurance that a representative of your company will attend PSJPC meetings and present oral and/or written reports when requested.

Pamela Olsen, Bid Sales Manager will be the designated representative and attend PSJPC meetings as requested and serve as the primary presenter. Bid Account Managers and Account Coordinators are available to participate via conference call or Microsoft Teams, and the Area Vice Presidents of National Sales and National K12 Sales Manager is available for in-person meetings as needed.

US Foods provides regular oral and written reporting to support PSJPC, including:

- Market and manufacturer updates
- New product and trend notifications
- Out-of-stock and delivery reports
- Monthly district usage reports
- Special order tracking
- NOI reports
- Nutritional information and product support
- Regular meetings to review forecasting, inventory, and RFP product reviews
- Inventory and forecasting reports shared with leadership

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.

No-Cost and Discounted Training Opportunities

Imprints Training Modules

Online, digital in-service training materials on nutrition and healthy living, designed by Registered Dietitians to help members promote their foodservice department within their

facility and community. Twelve educational topics, including testing and completion certificates. Available at no additional cost to Premier Member.

Staff Training powered by ExpandShare

Staff training and performance, powered by ExpandShare, can be managed in one intuitive platform. Easily incorporate interactive digital training curriculums and operational checklists into your everyday operations – without any heavy lifting to get started.

Always Food Safe Training

Food safety training available to Premier members who may enroll at a discounted rate.

FARE-Check Allergy Training

Premier’s certified instructors educate members with training from FARE (Food Allergy Research and Education) on how to safely prepare and serve meals to people with food allergies, intolerances and sensitivities, or celiac disease.

Food Safety Training

Always Food Safe Training

Food safety training available to Premier members who may enroll at a discounted rate.

Pineapple Academy Staff Training

An online training platform focused on food service safety and skill training for foodservice. Available at a discounted rate for US Foods customers.

Leadership, Program & Industry Education

Premier Regional Meetings

Held semi-annually across the country, members meet with Premier staff and program vendors to review contract updates, provide input on CMA contracting decisions and participate in management training. Available at no additional cost to Premier Member.

Premier Foodservice Newsletter

Newsletter mailed to members throughout the year, providing program updates, case studies and networking information. Available at no additional cost to Premier Member.

Food Fanatics Magazine

US Foods' one-of-a-kind magazine features cutting-edge culinary expertise, the latest concepts and trends in the food scene and game-changing solutions for operators. Available at no additional cost to Premier Member.

Produce Handling & Culinary Operations Education

Produce Cooler Map Posters by Cross Valley Farms

The Fresh Cooler Map Storage posters provides easy to use guidelines to assist in maximizing produce quality by storing in the correct temperature zones. Available at no additional cost to Premier Member.

Produce Seasonal Guide

The Seasonal Product Guide assists members in purchasing produce items when they are at the peak of quality freshness. Available at no additional cost to Premier Member.

Produce Yields Guide

The Produce Yield Guide is another tool provided by US Foods to assist members in understanding the yield of produce items to support food cost and production needs. Available at no additional cost to Premier Member.

Sustainability & Values-Based Education

US Foods Social Sustainability Report

US Foods shares an annual update related to their focus on corporate social responsibility initiatives in the areas of product, people, planet as well as governance and integrity. In addition, US Foods has dedicate resources in these areas that are available for strategy conversations with Premier Member.

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.

Operational & Inventory Management

US Foods® Online Inventory

Streamlines inventory tracking, reduces waste, manages food costs, and generates customizable reports for ordering and accounting.

Trendview® 360 Cost Trending Tool

Analyzes how volume, price, and census impact monthly costs, with comparisons over time and by facility.

Produce Savings Calculator

Demonstrates potential savings when using pre-cut or pre-chopped produce versus whole product.

Leanpath™ Waste Reduction

Waste-tracking and behavior-change software available at Premier's discounted rate to reduce food waste and improve sustainability.

Financial Transparency & Savings Optimization

Value Statement

Identifies missed savings opportunities (CMA usage, rebates, incentives) and calculates return on investment.

Quarterly Statement of Earned Incentives (Bank Statement)

Summarizes purchasing activity and incentive earnings by quarter.

Category Opportunity Report

Shows total food and supply spend across 15 categories and highlights opportunities to maximize program value.

Program Management & Performance Reviews

Business Reviews

Regular performance reviews to assess service levels, program results, and action plans for success.

QSP – Quality Service Process

Structured onboarding, account visits, and action planning to align service with member needs.

Contract & Purchasing Support

Supply Chain Advisor

Contract catalog and price management system providing transparency into Premier contracts and supply chain data.

CMA Highlights Calendar

Tracks upcoming contract renewals and changes to support planning and product standardization.

Launch Packets for New CMAs

Detailed resources to support adoption of new Contracted Manufacturer Agreements.

Product Standardization for Cost Efficiencies

Evaluates purchasing across facilities to identify consolidation and standardization opportunities.

Insights, Education & Communication

Premier Website

Central hub for program resources, tools, event registration, USDA reports, and Concepts by Premier.

PincAI (formerly Premier Connect)

Collaboration platform with promotions, inflation reports, nutrition resources, webinars, and industry insights.

Premier ViewPoint Newsletter

Regular updates with program news, case studies, and networking opportunities.

Farmer's Commodity Market Report

Weekly market updates to support informed purchasing decisions.

Innovation, Trends & Culinary Inspiration

Scoop™

Annual launch of 50–75 on-trend products across categories, introduced through Scoop magazine.

C. How often and where are Distributor's food shows located? Which of these shows focus on school products?

The following shows are available and have a broad focus on food service distribution including all classes of trade. These include both food and education components. Fees may apply.

- US Foods Culinary Immersions: Held in various markets nationwide annually from August to December
- Premier Regional Meetings: Held twice a year (Spring: late March–mid-May; Fall: late September–mid-November) in 30–34 cities nationwide
- Premier Breakthroughs: Scheduled for October 2026 in Washington, D.C.

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?

US Foods maintains established relationships with local farms, producers, and suppliers in Washington, as well as Oregon and Idaho. These partnerships allow PSJPC districts to access locally grown and raised products that meet K12 nutrition and menu requirements while supporting regional producers.

US Foods offers dedicated SKUs for locally sourced products, which are integrated into our ordering system. Through PremierFSDO.com, districts can easily identify local items using the “Locally Sourced” filter, which highlights products sourced within the state or within 400 miles of the distribution location. Custom Local & Sustainable reports are also available to track product availability and usage.

E. How are districts made aware of locally grown/raised products?

PSJPC districts are informed of local sourcing opportunities through:

- Weekly Farmer’s report – Updates on produce, proteins, dairy, and seafood to support menu planning and local sourcing.
- Dedicated support team – Dedicated support can track usage, highlight opportunities, and provide recommendations to maximize local products.
- FSDO platform – Local and sustainable products are clearly labeled for easy identification and ordering.
- Custom Sustainable and Local Usage Reporting – available upon request

These tools ensure districts can quickly identify and integrate locally grown and responsibly sourced products into their menus.

Section 12 – Buy American

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

US Foods, in partnership with Premier, provides tools and processes to help schools efficiently document and maintain compliance with the USDA Buy American provision. Our USDA-compliant menu planning software centralizes menu planning, recipe management, and production recordkeeping in alignment with Child Nutrition requirements. Built-in meal pattern validation, food component crediting, and automatic generation of audit-ready production records and nutrient analyses simplify compliance tracking and reduce administrative burden.

The software also stores critical documentation, including Child Nutrition labels, Product Formulation Statements, and Buy American product information, making audits and reporting faster, more organized, and fully traceable.

Premier and US Foods actively monitor product origin and provide guidance when products cannot meet Buy American requirements. When exceptions occur — such as insufficient U.S.-produced supply or significant cost differences — we notify schools and provide clear documentation explaining non-compliance.

This strategy combines technology and expertise: schools can rely on the USDA-compliant menu planning software for documentation, while their dedicated US Foods Bid Account Manager and support team provide guidance, updates on product sourcing, and assistance with reporting to help ensure compliance is maintained to the greatest extent practicable.

B. Please describe your plan for how your firm may be able to assist the PSJPC to achieve greater use of Washington grown products? Describe how your system will identify those products in the order/receive system.

US Foods supports PSJPC in expanding the use of Washington-grown products by making locally sourced items readily accessible to member districts. Leveraging our product expertise, technology, and ongoing guidance, we help maximize local sourcing while simplifying the ordering process. We partner closely with you to advance your goals and initiatives around local procurement.

We offer a range of locally sourced and sustainable products through our **Hungry for Better®** portfolio, including:

- **Serve Local®** – Locally sourced manufacturer and exclusive brand products from Washington farmers and producers, supporting local communities.
- **Serve Good®** – Sustainably sourced Exclusive Brands verified by third-party certifiers, designed to meet responsible sourcing standards.
- **Serve You®** – Exclusive Brands that address diverse dietary preferences, plant-forward options, and clean ingredient profiles, helping schools appeal to all diners.

Using PremierFSDO.com, districts can quickly identify locally sourced products through filters and the “Locally Sourced” designation, streamlining ordering, receiving, and menu planning. Your dedicated US Foods Bid Sales Manager tracks usage, provides guidance, and can share reporting and usages to help districts maximize local sourcing over time.

C. Please describe your plan for how your firm may be able to assist the PSJPC to achieve greater use of Washington grown products? Describe how your system will identify those products in the order/receive system.

We believe questions B & C are duplicate questions, please refer to information provided above.

D. What products/services will you firm supple our members to help market “Made in Washington” products?

US Foods partners with a network of Washington growers to deliver high-quality, sustainable produce. To help districts promote these products, we provide:

- Buying and yield guides for local produce
- Access to weekly Farmer’s Reports highlighting availability and trends
- Tools and resources through FSDO to market “Made in Washington” items to students and staff
- Custom reporting through US Foods Local & Sustainable to track usage, trends, and menu integration of Washington-grown products

Our team works directly with each district to integrate these items into menus, showcase them effectively, and support communications around local sourcing, helping PSJPC achieve sustainability and nutrition goals while strengthening connections to local agriculture.

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?

US Foods maintains an average fill rate of 99%, calculated monthly. This is measured by dividing the number of cases delivered (including customer-approved substitutions) by the total cases ordered, then multiplying by 100%. Our fill rate calculation includes all approved substitutions, ensuring transparency and reliability.

B. What provisions does your firm take to achieve a high level of execution in fill rates?

US Foods is committed to a 99% fill rate, inclusive of customer-approved substitutions. To maintain this standard, we:

- Proactively monitor inventory and supply chain performance
- Collaborate closely with suppliers to anticipate and resolve potential disruptions
- Implement corrective action plans if monthly fill rates fall below 99%

Our approach ensures that PSJPC member districts consistently receive the products they need with minimal interruptions.

C. How would your firm manage its inventory to ensure the PSJPC member districts orders comply with your company’s average fill rate?

US Foods manages inventory to ensure timely delivery of products to member districts. Our corporate and local buyers monitor stock, work closely with suppliers, use customer forecasts, and review historical usage to keep items available. We communicate regularly with suppliers to

identify potential supply issues early, and merchandising reports alert field teams and districts to any expected disruptions.

Approved substitutions are managed in Master List Management, giving real-time stock status and next order dates, and allowing up to four customer-approved substitutions. We aim for a 99% fill rate, including approved substitutions, over a one-month period.

Fill rate is calculated by dividing cases delivered (including substitutions) by total cases ordered over a month. If the fill rate falls below 99%, US Foods and Premier will work with PSJPC to implement the Premier Service Improvement Process, which identifies issues, key stakeholders, and a corrective action plan with an agreed timeline. The process is documented and escalated if additional measures are needed.

Section 14 – General Background & History

A. What types of accounts and/or food items does the Proposer flag as proprietary? For what purpose is this done?

Any account may have proprietary items. If PSJPC requests access to a proprietary product that is not currently stocked, US Foods can forecast demand and source inventory as needed. Proprietary items may include member-labeled or customer-specific products and are designated to protect inventory purchased for that customer.

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.

US Foods understands Section 14, B.

C. How many years has your company been in the K-12 /or similar business? In particular within the Pacific Northwest?

US Foods has over 150+ years of combined experience in broadline food distribution and a strong track record serving large school districts nationwide. In the pacific northwest, we have partnered with PSJPC for 40+ years through our legacy companies, building systems and processes tailored to your operational needs, menu requirements, and compliance standards.

Our dedicated K–12 team, with nearly 90 years of combined experience, provides local expertise, reliable supply, and streamlined ordering. This includes our lead Bid Sales Manager, who has worked with the cooperative for nearly 40 years, ensuring continuity and deep knowledge of the PSJPC program.

This experience, supported by our national infrastructure and advanced supply chain capabilities, allows US Foods to deliver consistent service, anticipate challenges, and support PSJPC initiatives in sustainability, local sourcing, and student nutrition.

D. How would you describe your company's financial stability?

As a publicly traded company, US Foods maintains strong financial stability and transparency. Detailed financial filings are available here: [US Foods SEC Filings](https://ir.usfoods.com/financials/sec-filings/default.aspx) or URL <https://ir.usfoods.com/financials/sec-filings/default.aspx>.

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.

As one of the nation's largest foodservice distributors of food and food-related supplies, US Foods engages in many contracts as part of normal business operations. On information and belief, we have not backed out of a distribution contract to a school district(s) mid-year within the last 2 years.

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.

As one of the nation's largest foodservice distributors of food and food-related supplies, US Foods engages in many contracts as part of normal business operations. On information and belief, US Foods has not experienced contract terminations for default within the past 2 years.

Section 15 – Other

A. Items we didn't request Describe in detail, services you believe critical to PSJPC that we did not request information about and how your firm proposes to provide them.

US Foods values its partnership with PSJPC and consistently exceeds standard distribution expectations through the following enhancements:

- **Cost-Plus Fixed Fee-Per-Case pricing** with a four-tier structure based on case volume
- **Incentive and rebate tracking** to maximize program value and transparency
- **Established annual master list pricing process** aligned to USDA-compliant menus and school-year planning
- **Dedicated K12 support team** with nearly 90 years of combined experience
- **Dedicated Bid Account Coordinators** providing delivery tracking and direct district communication
- **Weekly coordination meetings** to review forecasts, utilization, and inventory
- **Weekly custom reporting**, including market updates, out-of-stocks, substitutions, special orders, and NOI updates

- **Business reviews** to ensure alignment with PSJPC objectives and continuous improvement

Through our legacy companies, US Foods has been a trusted partner of PSJPC for nearly 40 years, and we are committed to growing and evolving with the Cooperative. Our team stands ready to collaborate on all initiatives PSJPC pursues, ensuring continuity, innovation, and maximum value for districts now and into the future.

B. Any exception to the information and/or terms and conditions contained in this Request for Proposal must be described in detail. This includes any altered conditions or variations you plan to propose in the final contract.

US Foods explanation and exceptions have been provided in the attachment: US Foods Response and Exceptions to Puget Sound Joint Purchasing Cooperative RFP.

C. Describe in detail why your firm believes it should be the selected service provider for the Puget Sound Joint Purchasing Cooperative.

Why US Foods

US Foods is honored to be considered for continued partnership with PSJPC. As the incumbent distributor, we deliver proven K12 expertise, operational reliability, and a dedicated local team with deep institutional knowledge of PSJPC's needs. Our focus on service, transparency, and innovation ensures districts receive consistent, high-quality support throughout the school year.

Key Reasons US Foods Is the Best-Qualified Provider

1. Proven K12 Experience and Local Leadership

- Nearly 90 years of combined K12 experience across local teams fully aligned with PSJPC's requirements, expectations, and service standards
- Pamela Olsen, Bid Sales Manager, has supported PSJPC since the Cooperative's inception, providing institutional knowledge of PSJPC operations
- Dedicated K12 team of five, including Bid Account Managers and Bid Account Coordinators
- Strong relationships with district nutrition leaders and a deep understanding of school calendars, commodities, emergency needs, and seasonal demand

2. Reliable Distribution Infrastructure

- Multiple distribution centers providing service continuity and contingency support
- High fill rates and consistent product availability
- Optimized delivery routes designed for school operations
- Cross-DC support to manage demand spikes and inventory shifts

3. Commitment to Washington-Grown and Local Sourcing

- Established partnerships with Washington growers and processors
- Seasonal local product lists and sourcing support
- Local product identification through digital tools and filters
- Menu planning support aligned with state-sourced procurement goals

4. Partnership-Driven Continuous Improvement

- Exclusive access to USDA-compliant menu planning and production software
- Business reviews with performance metrics and goal alignment
- Proactive compliant menu and product planning, including CN labels and nutritionals
- Transparent communication and collaborative problem-solving
- Ongoing identification of cost-savings and operational efficiencies

Program Enhancements That Go Above and Beyond

US Foods values its partnership with PSJPC and consistently exceeds standard distribution expectations through the following enhancements:

- **Cost-Plus Fixed Fee-Per-Case pricing** with a four-tier structure based on case volume
- **Incentive and rebate tracking** to maximize program value and transparency
- **Established annual master list pricing process** aligned to USDA-compliant menus and school-year planning
- **Dedicated K12 support team** with nearly 90 years of combined experience
- **Dedicated Bid Account Coordinators** providing delivery tracking and direct district communication
- **Weekly coordination meetings** to review forecasts, utilization, and inventory
- **Weekly custom reporting**, including market updates, out-of-stocks, substitutions, special orders, and NOI updates
- **Business reviews** to ensure alignment with PSJPC objectives and continuous improvement

GPO Program Overview – OMNIA/Premier and US Foods Partnership

Premier and US Foods have partnered for over 30 years, combining Premier's contracting expertise with US Foods' national and local distribution capabilities. US Foods serves as the authorized distributor for Premier's member-focused program, managing inventory, product delivery, and fulfillment. Premier negotiates national, regional, and local agreements, ensuring price stability, transparency, and cost savings for members.

The OMNIA/Premier Foodservice Program provides members with access to \$10+ billion in aggregated purchasing power and more than 37,000 members across multiple classes of trade. Key benefits include immediate savings, predictable costs, reporting and menu-planning tools, subject matter experts, and the OPUS ecommerce platform. Members also benefit from Premier's Contracted Manufacturer Agreement (CMA) portfolio, the industry's most

comprehensive and transparent foodservice contracts, monitored and renegotiated every three years to maximize value.

Together, US Foods and OMNIA/Premier deliver a sole-source broadline distribution model that combines operational efficiency, innovative technology, and strategic support, helping members optimize costs, quality, and overall foodservice performance.

US Foods in partnership with OMNIA/Premier appreciates the opportunity to continue serving the Puget Sound Joint Purchasing Cooperative. We are committed to building on our long-standing partnership and to growing and evolving alongside PSJPC—adapting our support, services, and solutions to meet the Cooperative’s needs today and in the future.

Selection Criteria and Award Matrix Form

Company Being Evaluated

Criteria	Max Points	Awarded
Ordering, Reports, Delivery, Fill Rate	20	
Products, Nutrients & CN Label, Buy American	20	
Customer Service, Emergency Preparedness, Invoicing, Transition	25	
Value-Added Services	10	
General Background & History	5	
Total Points	80	

Evaluator's Comments and Recommendations:

Evaluator's Name

Evaluator's Signature

Date

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.

US Foods deems HACCP and Preventive Control plans as confidential and proprietary information. As such we do not share the individual plans but allow customers to view them onsite after completing a non-disclosure agreement. Customers may not copy or reproduce the documents.

US Foods Food Safety Letter and iFS Certifications have been provided with this proposal. If additional information is required, please request through US Foods.

FOOD SAFETY & QUALITY ASSURANCE (FSQA) OVERVIEW

At US Foods, food safety and quality are top priorities. Our **FSQA team** implements robust programs that protect your food at every step — from the fields where ingredients are grown to our manufacturing facilities and through to our distribution centers. Together, these programs create a comprehensive, **integrated food safety management system** that meets or exceeds federal, state, and customer requirements.

Core Areas of Focus

Setting Standards: We establish stringent food safety, quality, and regulatory requirements for facilities, ensuring every process meets or exceeds industry best practices.

Supplier Compliance: Our team partners closely with vendors to verify adherence to US Foods' FSQA protocols, reinforcing accountability and consistency across our supply chain.

Monitoring & Oversight: Dedicated FSQA teams — including Distribution, Regulatory Operations, and Supplier Quality — provide continuous oversight to maintain safety, consistency, and compliance throughout every stage of operations.

FSQA Teams, Policies, & Certifications

Distribution Team

- Oversee **HACCP programs**, sanitation, food safety certifications, and **third-party audits** at US Foods distribution centers.
- Manage regulatory compliance, logistics, and the safety of third-party warehouses and cross-docks.
- Implement programs to ensure the delivery of the **safest, highest-quality products**.

Regulatory Operations Team

- Ensure compliance with **FSMA** and **GFSI** standards.
- Oversee **recall management, labeling**, and collaboration with state and federal officials.

Supplier Quality Team

- Oversee FSQA programs for **Exclusive Brand products**.
- Ensure vendor partners meet **US Foods FSQ requirements** (*USF Exclusive Brand Supplier FSQ Manual*).
- Develops and maintains detailed product specifications.

HACCP & Preventive Controls

- Each distribution center maintains a detailed **Hazard Analysis Critical Control Point (HACCP) plan**.
- Plans are led by **certified food safety experts** and **Preventive Controls Qualified Individuals (PCQI)**.
- Proprietary plans are available for **onsite review under NDA**.

Third-Party Certifications & Inspections

- Annual inspections by **NSF International** (accredited for **IFS Logistics Certification**).
- Audit validates storage, distribution, and transportation, confirming operational excellence.
- **Key Certifications:**
 - HACCP Certified
 - Seafood HACCP Certified
 - Preventive Controls Qualified Individuals (PCQI)
 - IFS Logistics Certification via NSF

Our Commitment

Through these comprehensive programs, third-party validations, and a strong culture of safety, US Foods ensures the integrity, safety, and quality of every product we deliver.

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.

Product recalls are handled in accordance with **US Foods Product Recall & Recovery Process Overview**. A copy is included with this proposal. **US Foods IFS Certifications** are included with this proposal

US Foods Product Recall & Recovery Procedures

Our Commitment

We prioritize **product safety and quality**. If a product poses a health risk or fails quality standards, we **act immediately** to remove it from distribution and keep you informed.

Recall Process

- Managed by the **Corporate Recall Team (CRT)**.
- Tracked via **Instant Recall System** (BellTower Technologies).
- Products removed **promptly** to protect customers.
- See attached **Recall Process Overview** for full step-by-step details.

Customer Communication

- Notifications via **phone, text, email**; acknowledgment tracked.
- Multiple automated waves ensure impacted customers are reached.
- Detailed instructions on **product disposition and returns** provided.
- Respond via portal, hotline, or email; certified letter sent if no acknowledgment.

Mock Recalls

- Conducted **annually** or upon request.
- **Customized facility experience**: planning, acknowledgment, inventory reporting, post-mortem review.

Customer Assurance

If a product issue arises, **you are notified quickly, informed clearly, and supported every step of the way.**

ATTACHMENT O. PROPOSER CONTACT INFORMATION

Proposer Name: US Foods

Sales Representative Contact Person: Pam Olsen

Office Phone: (206) 218-6848

Cell Phone: (206) 218-6848

Fax: N/A

E-mail: Pam.Olsen@usfoods.com

Customer Service Contact Person: Beth Kostecki

Office Phone: (253) 620-3810

Cell Phone: (253) 620-3810

Fax: N/A

E-mail: Beth.Kostecki@usfoods.com

Billing Contact Person: Anita Jurisic

Office Phone: (847) 268-5461

Cell Phone: (847) 268-5461

Fax: N/A

E-mail: Anita.Jurisic@usfoods.com

Emergency Contact Person for After/Before Hours: Pam Olsen

Office Phone: (206) 218-6848

Cell Phone: (206) 218-6848

Fax: N/A

E-mail: Pam.Olsen@usfoods.com

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: US Foods

1) Agency/Company Name:	Jackson County School District 6
Address:	1003 Manzanita Street Central Point, OR 97502
Contact Person:	Anne Leavens, SNS, Nutrition Supervisor
Telephone:	Phone: (541) 727-1687 Email: anne.leavens@district6.org
Product Provided /Approx. Dollar Cost	~\$8.5M

2) Agency/Company Name:	Central Washington University USF# 14559
Address:	400 E. University Way Ellensburg, WA 98926
Contact Person:	Dean Masuccio, Director of Dining Services
Telephone:	Office: (509) 963-1332 Cell: (206) 380-5167 Email: dean.masuccio@cwu.edu
Product Provided /Approx. Dollar Cost	~\$14M

3) Agency/Company Name:	University of Washington
Address:	1045 NE Campus Parkway Seattle, WA 98105
Contact Person:	Tracey Macrae, Associate Director of Dining and Campus Executive Chef
Telephone:	Phone: (206) 830-0636 Email: taymac@uw.edu
Product Provided /Approx. Dollar Cost	~\$7.5M

4) Agency/Company Name:	Washington State University
Address:	Rogers Hall 123 Pullman, WA 99164 1221 SE Olympia Ave, Pullman, WA 99164-1110
Contact Person:	Jason Butcherite MBA, CEC, CCA, Director of Dining Services
Telephone:	Phone: (253) 970-4098 Email: jason_butcherite@wsu.edu
Product Provided /Approx. Dollar Cost	Washington State University

5) Agency/Company Name:	Campus Smart K-12 Cooperative
Address:	125 N. State Street Edmond, OK 73003
Contact Person:	Dan Lindsey, Director of Child Nutrition
Telephone:	Phone: dan.lindsey@edmondschools.net Email: (405) 340-2889
Product Provided /Approx. Dollar Cost	~\$37M

**ATTACHMENT Q: BIDDER PROFILE
PSJPC BID #3-202526**

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: 36-3642294

- 2. WA State Department of Revenue Registration Tax number WA 0005217230523591

- 3. Company Internet URL Address (if available): USFOODS.COM

- 4. Company Mailing Addresses

2204 70th Ave E #100, Fife, WA 98424 1001 Shuksan Way, Everett, WA 98203 350 S. Pacific HW, Woodburn, OR 97071 3520 East Francis Ave., Spokane, WA 99217

- 5. Orders to be sent to:

Orders will be submitted through the US Foods ecommerce platform, PremierFSDO.com (FSDO).

- 6. Billing will be from

2204 70th Ave E #100, Fife, WA 98424 1001 Shuksan Way, Everett, WA 98203 350 S. Pacific HW, Woodburn, OR 97071 3520 East Francis Ave., Spokane, WA 99217

- 7. Payment to be sent to

nagashree.n@usfoods.com

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**

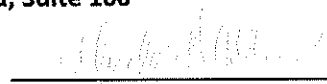
FOOD PRODUCTS, SUPPLIES AND COMMODITY STORAGE RFP #3-202526

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: **US Foods**

ADDRESS: **9399 W Higgins Road, Suite 100**

AUTHORIZED SIGNATURE: _____



1/23/2026

NAME: (Typed or Printed in Ink) **Mischa Collins**

TITLE: **Vice President National Sales Field Ops – Premier**

TELEPHONE NO: **(205) 601-5902**

FAX NO: **N/A**

E-MAIL ADDRESS: **Mischa.Collins@usfoods.com**

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:

Not applicable to US Foods.

- Keep our name on the list of bidders for this bid X
- 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 #3-202526
 FOR
 PUGET SOUND JOINT PURCHASING COOPERATIVE**

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

US Foods _____ 9399 W Higgins Rd Suite 100 _____
 Company Name Address
Mischa Collins _____ Rosemont, IL 60018 _____
 Name of Authorized Agent (Please Print) City State Zip

 Signature of Authorized Agent (205) 601-5902 _____
 Telephone Number/Fax Number
Vice President National Sales Field Ops - Premier Mischa.Collins@usfoods.com _____
 Printed Signature, Title E-mail address
1/23/2026 _____
 Date

We allow Net 30 (current payment terms established with US Foods) _____ 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).

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

Purchasing (credit) cards accepted: Yes No _____

If yes, please list major brand below:

US Foods accepts 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 # 3-202526 to your company,

PSJPC
 Attn: Mark Campbell, Executive Director
 2661 N Pearl St., #139.
 Tacoma, Washington 98407
 253-405-5886
 PSJPC Signature: _____
 PSJPC Printed Name & Title _____ Date _____
 Witness Signature & Title _____ Date _____
 PSJPC Chair Elect

**ATTACHMENT T: COST PRICE PROPOSAL (EXCEL DOCUMENT)
RFP #3-202526
FOR
PUGET SOUND JOINT PURCHASING COOPERATIVE**

**Download and Export document from BidSimpli at www.bidsimpli.interflex.net
Complete; return as Excel file titled Attachment T**

**If you have need technical assistance at any time while responding to this bid,
please contact Jason Grim with Interflex via phone 610-898-4487 or email,
jgrim@interflex.net.**

COMPONENT	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	TAXES	NET TOTAL	DISCOUNT	AMOUNT DEDUCTIBLE	AMOUNT PAID	DATE PAID	REMARKS
COMPONENT 1	Item 1 Description	Unit 1	100	1.50	150.00	0.00	150.00	0.00	150.00	150.00	1/15/2020	Item 1 Remarks
COMPONENT 2	Item 2 Description	Unit 2	200	2.00	400.00	0.00	400.00	0.00	400.00	400.00	2/15/2020	Item 2 Remarks
COMPONENT 3	Item 3 Description	Unit 3	300	3.00	900.00	0.00	900.00	0.00	900.00	900.00	3/15/2020	Item 3 Remarks
COMPONENT 4	Item 4 Description	Unit 4	400	4.00	1600.00	0.00	1600.00	0.00	1600.00	1600.00	4/15/2020	Item 4 Remarks
COMPONENT 5	Item 5 Description	Unit 5	500	5.00	2500.00	0.00	2500.00	0.00	2500.00	2500.00	5/15/2020	Item 5 Remarks
COMPONENT 6	Item 6 Description	Unit 6	600	6.00	3600.00	0.00	3600.00	0.00	3600.00	3600.00	6/15/2020	Item 6 Remarks
COMPONENT 7	Item 7 Description	Unit 7	700	7.00	4900.00	0.00	4900.00	0.00	4900.00	4900.00	7/15/2020	Item 7 Remarks
COMPONENT 8	Item 8 Description	Unit 8	800	8.00	6400.00	0.00	6400.00	0.00	6400.00	6400.00	8/15/2020	Item 8 Remarks
COMPONENT 9	Item 9 Description	Unit 9	900	9.00	8100.00	0.00	8100.00	0.00	8100.00	8100.00	9/15/2020	Item 9 Remarks
COMPONENT 10	Item 10 Description	Unit 10	1000	10.00	10000.00	0.00	10000.00	0.00	10000.00	10000.00	10/15/2020	Item 10 Remarks
COMPONENT 11	Item 11 Description	Unit 11	1100	11.00	12100.00	0.00	12100.00	0.00	12100.00	12100.00	11/15/2020	Item 11 Remarks
COMPONENT 12	Item 12 Description	Unit 12	1200	12.00	14400.00	0.00	14400.00	0.00	14400.00	14400.00	12/15/2020	Item 12 Remarks
COMPONENT 13	Item 13 Description	Unit 13	1300	13.00	16900.00	0.00	16900.00	0.00	16900.00	16900.00	1/15/2021	Item 13 Remarks
COMPONENT 14	Item 14 Description	Unit 14	1400	14.00	19600.00	0.00	19600.00	0.00	19600.00	19600.00	2/15/2021	Item 14 Remarks
COMPONENT 15	Item 15 Description	Unit 15	1500	15.00	22500.00	0.00	22500.00	0.00	22500.00	22500.00	3/15/2021	Item 15 Remarks
COMPONENT 16	Item 16 Description	Unit 16	1600	16.00	25600.00	0.00	25600.00	0.00	25600.00	25600.00	4/15/2021	Item 16 Remarks
COMPONENT 17	Item 17 Description	Unit 17	1700	17.00	28900.00	0.00	28900.00	0.00	28900.00	28900.00	5/15/2021	Item 17 Remarks
COMPONENT 18	Item 18 Description	Unit 18	1800	18.00	32400.00	0.00	32400.00	0.00	32400.00	32400.00	6/15/2021	Item 18 Remarks
COMPONENT 19	Item 19 Description	Unit 19	1900	19.00	36100.00	0.00	36100.00	0.00	36100.00	36100.00	7/15/2021	Item 19 Remarks
COMPONENT 20	Item 20 Description	Unit 20	2000	20.00	40000.00	0.00	40000.00	0.00	40000.00	40000.00	8/15/2021	Item 20 Remarks
COMPONENT 21	Item 21 Description	Unit 21	2100	21.00	44100.00	0.00	44100.00	0.00	44100.00	44100.00	9/15/2021	Item 21 Remarks
COMPONENT 22	Item 22 Description	Unit 22	2200	22.00	48400.00	0.00	48400.00	0.00	48400.00	48400.00	10/15/2021	Item 22 Remarks
COMPONENT 23	Item 23 Description	Unit 23	2300	23.00	52900.00	0.00	52900.00	0.00	52900.00	52900.00	11/15/2021	Item 23 Remarks
COMPONENT 24	Item 24 Description	Unit 24	2400	24.00	57600.00	0.00	57600.00	0.00	57600.00	57600.00	12/15/2021	Item 24 Remarks
COMPONENT 25	Item 25 Description	Unit 25	2500	25.00	62500.00	0.00	62500.00	0.00	62500.00	62500.00	1/15/2022	Item 25 Remarks
COMPONENT 26	Item 26 Description	Unit 26	2600	26.00	67600.00	0.00	67600.00	0.00	67600.00	67600.00	2/15/2022	Item 26 Remarks
COMPONENT 27	Item 27 Description	Unit 27	2700	27.00	72900.00	0.00	72900.00	0.00	72900.00	72900.00	3/15/2022	Item 27 Remarks
COMPONENT 28	Item 28 Description	Unit 28	2800	28.00	78400.00	0.00	78400.00	0.00	78400.00	78400.00	4/15/2022	Item 28 Remarks
COMPONENT 29	Item 29 Description	Unit 29	2900	29.00	84100.00	0.00	84100.00	0.00	84100.00	84100.00	5/15/2022	Item 29 Remarks
COMPONENT 30	Item 30 Description	Unit 30	3000	30.00	90000.00	0.00	90000.00	0.00	90000.00	90000.00	6/15/2022	Item 30 Remarks
COMPONENT 31	Item 31 Description	Unit 31	3100	31.00	96100.00	0.00	96100.00	0.00	96100.00	96100.00	7/15/2022	Item 31 Remarks
COMPONENT 32	Item 32 Description	Unit 32	3200	32.00	102400.00	0.00	102400.00	0.00	102400.00	102400.00	8/15/2022	Item 32 Remarks
COMPONENT 33	Item 33 Description	Unit 33	3300	33.00	108900.00	0.00	108900.00	0.00	108900.00	108900.00	9/15/2022	Item 33 Remarks
COMPONENT 34	Item 34 Description	Unit 34	3400	34.00	115600.00	0.00	115600.00	0.00	115600.00	115600.00	10/15/2022	Item 34 Remarks
COMPONENT 35	Item 35 Description	Unit 35	3500	35.00	122500.00	0.00	122500.00	0.00	122500.00	122500.00	11/15/2022	Item 35 Remarks
COMPONENT 36	Item 36 Description	Unit 36	3600	36.00	129600.00	0.00	129600.00	0.00	129600.00	129600.00	12/15/2022	Item 36 Remarks
COMPONENT 37	Item 37 Description	Unit 37	3700	37.00	136900.00	0.00	136900.00	0.00	136900.00	136900.00	1/15/2023	Item 37 Remarks
COMPONENT 38	Item 38 Description	Unit 38	3800	38.00	144400.00	0.00	144400.00	0.00	144400.00	144400.00	2/15/2023	Item 38 Remarks
COMPONENT 39	Item 39 Description	Unit 39	3900	39.00	152100.00	0.00	152100.00	0.00	152100.00	152100.00	3/15/2023	Item 39 Remarks
COMPONENT 40	Item 40 Description	Unit 40	4000	40.00	160000.00	0.00	160000.00	0.00	160000.00	160000.00	4/15/2023	Item 40 Remarks
COMPONENT 41	Item 41 Description	Unit 41	4100	41.00	168100.00	0.00	168100.00	0.00	168100.00	168100.00	5/15/2023	Item 41 Remarks
COMPONENT 42	Item 42 Description	Unit 42	4200	42.00	176400.00	0.00	176400.00	0.00	176400.00	176400.00	6/15/2023	Item 42 Remarks
COMPONENT 43	Item 43 Description	Unit 43	4300	43.00	184900.00	0.00	184900.00	0.00	184900.00	184900.00	7/15/2023	Item 43 Remarks
COMPONENT 44	Item 44 Description	Unit 44	4400	44.00	193600.00	0.00	193600.00	0.00	193600.00	193600.00	8/15/2023	Item 44 Remarks
COMPONENT 45	Item 45 Description	Unit 45	4500	45.00	202500.00	0.00	202500.00	0.00	202500.00	202500.00	9/15/2023	Item 45 Remarks
COMPONENT 46	Item 46 Description	Unit 46	4600	46.00	211600.00	0.00	211600.00	0.00	211600.00	211600.00	10/15/2023	Item 46 Remarks
COMPONENT 47	Item 47 Description	Unit 47	4700	47.00	220900.00	0.00	220900.00	0.00	220900.00	220900.00	11/15/2023	Item 47 Remarks
COMPONENT 48	Item 48 Description	Unit 48	4800	48.00	230400.00	0.00	230400.00	0.00	230400.00	230400.00	12/15/2023	Item 48 Remarks
COMPONENT 49	Item 49 Description	Unit 49	4900	49.00	240100.00	0.00	240100.00	0.00	240100.00	240100.00	1/15/2024	Item 49 Remarks
COMPONENT 50	Item 50 Description	Unit 50	5000	50.00	250000.00	0.00	250000.00	0.00	250000.00	250000.00	2/15/2024	Item 50 Remarks

This document is a summary of the data provided in the table above. It is not intended to be used as a legal document or for any other purpose. The data is provided as is, without any warranty of accuracy or completeness. The user is responsible for verifying the accuracy and completeness of the data.

The data is organized into columns representing different components and their associated values. The columns are: COMPONENT, DESCRIPTION, UNIT, QTY, UNIT PRICE, TOTAL PRICE, TAXES, NET TOTAL, DISCOUNT, AMOUNT DEDUCTIBLE, AMOUNT PAID, DATE PAID, and REMARKS.

The data is presented in a table format, with each row representing a single component. The table is sorted by component number, from 1 to 50.

The data is presented in a table format, with each row representing a single component. The table is sorted by component number, from 1 to 50.



Certificate



Herewith the certification body

NSF Certification, LLC.

being an ISO/IEC 17065 accredited certification body for IFS certification and having signed an agreement with the IFS Management GmbH, confirms that the logistical activities of

US. Foods Seattle North(9L)(Everett, WA) . (COID: 78927)

1001 Shuskan Way

98203 Everett, WA United States of America

(US Foods, Inc. .)

for the audit scope:

Storage, Distribution and Transportation by road of Food (frozen, chilled, and ambient) and Non-Food Products

With the following Product Scopes: 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.1.7, 1.1.8, 1.1.9, 1.1.10, 1.2.1, 1.2.2, 1.2.3, 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10, 2.2.1, 2.2.2, 2.2.3

Meet the requirements set out in the

IFS Logistics
Version 2.3, June 2021

**and other associated normative documents
at Higher Level**

with a score of 96.72%

Audit date:	10/03/2025
Last audit conducted unannounced:	10.05.2023
Date of issue of certificate:	10.24.2025
Certificate valid until:	11/18/2026

Renewal audit between 30.07.2026 and 08.10.2026 in case of announced audit and between 04.06.2026 and 08.10.2026 in case of unannounced audit.

Sarah Krol, VP Supply Chain



NSF Certification, LLC
789 N. Dixboro Road, Ann Arbor, MI 48105 USA



This certificate remains the property of NSF Certification, LLC and must be returned immediately on request.
Certificate issue date is also Signature date for NSF Certification, LLC.



Certificate UNANNOUNCED AUDIT



Herewith the certification body

NSF Certification, LLC.

being an ISO/IEC 17065 accredited certification body for IFS certification and having signed an agreement with the IFS Management GmbH, confirms that the logistical activities of

US. Foods Seattle South(4Q)(Fife, WA) . (COID: 46330)

2204 70th Ave E Suite 1

98424 Fife, WA United States of America

(US Foods, Inc. .)

for the audit scope:

Storage, Distribution, and Transportation by Road and Barge of Food (frozen, chilled, and ambient) and Non-Food

With the following Product Scopes: 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.1.7, 1.1.8, 1.1.9, 1.1.10, 1.2.1, 1.2.2, 1.2.3, 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10, 2.2.1, 2.2.2, 2.2.3

Meet the requirements set out in the

**IFS Logistics
Version 2.3, June 2021**

**and other associated normative documents
at Higher Level**

with a score of 97.83%

Audit date:	08/29/2025
Last audit conducted unannounced:	08.29.2025
Date of issue of certificate:	10.14.2025
Certificate valid until:	11/16/2026

Renewal audit between 28.07.2026 and 06.10.2026 in case of announced audit and between 02.06.2026 and 06.10.2026 in case of unannounced audit.

Sarah Krol, VP Supply Chain



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789 N. Dixboro Road, Ann Arbor, MI 48105 USA



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Certificate issue date is also Signature date for NSF Certification, LLC.



Certificate



Herewith the certification body

NSF Certification, LLC.

being an ISO/IEC 17065 accredited certification body for IFS certification and having signed an agreement with the IFS Management GmbH, confirms that the logistical activities of

US. Foods Portland(9P)(Woodburn, OR) . (COID: 79348)
350 South Pacific Highway
97071 Woodburn United States of America

(US Foods, Inc. .)

for the audit scope:

Storage, Distribution and Transportation by road of Food (frozen, chilled, and ambient) and Non-Food Products.

With the following Product Scopes: 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.1.7, 1.1.8, 1.1.9, 1.1.10, 1.2.1, 1.2.2, 1.2.3, 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10, 2.2.1, 2.2.2, 2.2.3

Meet the requirements set out in the

IFS Logistics
Version 2.3, June 2021

and other associated normative documents
at Higher Level

with a score of 97.83%

Audit date:	10/22/2025
Last audit conducted unannounced:	10.31.2023
Date of issue of certificate:	11.28.2025
Certificate valid until:	01/09/2027

Renewal audit between 20.09.2026 and 29.11.2026 in case of announced audit and between 26.07.2026 and 29.11.2026 in case of unannounced audit.

Sarah Krol, VP Supply Chain



NSF Certification, LLC
789 N. Dixboro Road, Ann Arbor, MI 48105 USA



This certificate remains the property of NSF Certification, LLC and must be returned immediately on request.
Certificate issue date is also Signature date for NSF Certification, LLC.



Certificate



Herewith the certification body

NSF Certification, LLC.

being an ISO/IEC 17065 accredited certification body for IFS certification and having signed an agreement with the IFS Management GmbH, confirms that the logistical activities of

**US. Foods Spokane (9Q) . (COID: 79352)
3520 E. Francis Ave.
99217 Spokane, WA United States of America**

(US Foods, Inc.)

for the audit scope:

Storage, Distribution and Transportation by road of Food (frozen, chilled, and ambient) and Non-Food Products.

With the following Product Scopes: 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.1.7, 1.1.8, 1.1.9, 1.1.10, 1.2.1, 1.2.2, 1.2.3, 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10, 2.2.1, 2.2.2, 2.2.3

Meet the requirements set out in the

**IFS Logistics
Version 2.3, June 2021**

**and other associated normative documents
at Higher Level**

with a score of 96.30%

Audit date:	10/07/2025
Last audit conducted unannounced:	10.27.2023
Date of issue of certificate:	11.17.2025
Certificate valid until:	01/03/2027

Renewal audit between 14.09.2026 and 23.11.2026 in case of announced audit and between 20.07.2026 and 23.11.2026 in case of unannounced audit.

Sarah Krol, VP Supply Chain



NSF Certification, LLC
789 N. Dixboro Road, Ann Arbor, MI 48105 USA



This certificate remains the property of NSF Certification, LLC and must be returned immediately on request.
Certificate Issue date is also Signature date for NSF Certification, LLC.

US Foods Recall Process Overview



Dear Valued Customer,

At US Foods, our priority is providing safe and quality products. Occasionally, products that we sell and distribute may pose a health risk if consumed or may not be of the intended quality. If this type of situation occurs, US Foods will react quickly to ensure that any product not meeting our safety and quality standards is removed from distribution. To better serve you, we'd appreciate your attention to the following:

Overview

This is a summary of the US Foods Product Recall and Recovery Procedures that are used in the event we have been advised to remove a product from further sale and distribution. All recalls, recoveries, and market withdrawals are facilitated through the US Foods Corporate Recall Team (CRT) and issued using the Instant Recall System operated by BellTower Technologies. All product involved in a recovery is identified, located, and dispositioned in a timely manner. Our recall system is tested annually using a mock recall unless the facility has completed an actual recall that included customer contact within the last 12 months.

Process Flow

- US Foods receives notice from Vendor/Supplier regarding product to be recovered.
- The CRT gathers all required data regarding the recalled product, including its classification, from the Vendor/Supplier.
- Once all information is received, sales information is pulled and uploaded into the Instant Recall System.
- All customers impacted by the recall will be contacted by phone, text, and email if they have provided current contact information.
 - For Recall events affecting CHEF'STORE customers, a detailed Recall Notice including disposition and return instructions will be posted at the affected CHEF'STORE location(s) and online at <https://www.chefstore.com/product-recalls>.
- To help ensure that we reach all impacted customers, the automated phone calls will take place in five waves. Each wave will have two calls that are approximately 15 minutes apart, and each wave is generally 2.5 hours apart depending on the time of the day of the Recall.
- The automated phone calls will continue as scheduled until the customer **acknowledges** the recall notification as prompted.
- The customer can acknowledge and report inventory by following the prompts during the automated call (the customer must listen to the message in its entirety), by using the event incident number at <https://myinstantrecall.com>, or by calling the RECALL HOTLINE at 1-800-919-5439.
- If there is no response, a certified letter will be sent to the address on file.
- Product credits for affected inventory reported to the My Instant Recall System will be issued by the servicing Distribution Center (DC).
- Contact your servicing DC or Account Manager with questions regarding a specific recall event.
NOTE: The BellTower website and phone number are only for acknowledgement and inventory reporting. BellTower will not be able to answer questions or provide details about recall or withdrawal events.

Customer Contact Information

- Always keep your contact information up to date with your Account Manager so that in the event of a recall, US Foods can contact you promptly. Please reach out to your Account Manager or Sales Representative to update your contact information.

Please direct all questions about this process to your US Foods servicing DC or Account Manager. We appreciate your business and your time very much.



US Foods Response and Exceptions to Puget Sound Joint Purchasing Cooperative RFP

SECTION II: SOLICITATION OVERVIEW

H. Buy American

Premier and US Foods observe the Buy American provision to the maximum extent practicable, requiring that the food delivered is of domestic origin and/or the product is substantially produced in the United States. Here, substantially means 51% or more of the processed food is from U.S.-produced products.

If compliance cannot be certified, we will explain why with the Buy American provision. Non-compliance may include, but is not limited to, when a product is not produced or manufactured in the U.S. in enough and/or reasonable quantities of satisfactory quality – or when competitive quotes, bids, or proposals reveal the cost of a U.S. product is significantly higher than the foreign product.

Notwithstanding US Foods' efforts to abide with the Buy American provision, it remains the school's responsibility to monitor certification and compliance with the manufacturer directly. Your school is responsible for including, when applicable, a "Buy American Clause" in product specifications, bid solicitations, requests for proposals (RFPs), purchase orders, and other procurement documents.

I. Insurance

US Foods shall provide certificates evidencing that the coverage and limits as outlined herein are in force and will remain in force and should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

M. Right to Review

Premier can conduct a price audit for a member upon 4 weeks' notice and not more than once every 6 months. The audit is limited to a maximum of 25 invoice items and must utilize documentation from Premier's pricing audit tool. Price discrepancies of \$0.01 or less due to rounding are acceptable between the calculated sell price and the actual sell price and won't lead to any further audits by the customer.

SECTION III: SUMMARY OF OPPORTUNITY

E. Contract Term/Renewal of Contract

E. Contract Term/Renewal of Contract

1. The initial term of the contract is one (1) year, commencing on July 1, 2026 and ending June 30, 2027. Deliveries shall begin in July/August 2026. 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.



For the renewal years (2 through 5), the awarded Distributor will solicit renewal bid pricing based upon the PSJPC "Market Basket" of items. Priority in awarding pricing adjustments will be for guaranteed pricing for the school year. The Distributor will review renewal awards and pricing with the PSJPC in June of each year additional awarded year. Any non-bid items will be at Distributor cost (less all discounts) plus a fixed cost per case to deliver. The "fixed cost" cannot be a percentage.

The awarded Distributor will solicit renewal bid pricing each year (July 1st to June 30th), for the PSJPC. Priority in awarding pricing will be guaranteed pricing for the school year. If prices are changed at any time during the life of the contract other than annually, the Distributor will present those changes for approval to the PSJPC prior to the Distributor implementing them to the member districts. The Distributor will review renewal 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 1 – Tab 4). 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-plus freight, less promotional allowances) 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 15th 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:

Mark Campbell, 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.

The parties agree that renewal of the contract shall be extended subject to mutual agreement of PSJPC and US Foods. As a part of the renewal process, 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. We agree on a mutual basis to extend the agreement with the initial term commencing July 1, 2026 and ending June 30, 2027 for four (4) one (1) year periods for a total of five (5) years.

Premier and US Foods have entered into a 5-year extension of the current distribution agreement, which runs through June 30, 2030. USF and Premier Members each acknowledge and agree that in the event that the Premier Agreement is further amended, supplemented, restated or otherwise modified, the terms and conditions of this letter agreement shall be modified accordingly to reflect such change.

US Foods will follow the established annual process for pricing PSJPC's master list items on a mutually agreed date in preparation for the upcoming school year.

The OMNIA Partners Group Purchasing and Foodservice Distribution Program, powered by Premier, with US Foods offers a Cost-plus Fixed Fee Program. All participating members will be placed on the same pricing program tier to provide consistency, predictability, and accurate program management. If a school actualizes a more advantageous fee-per-case opportunity based on prior quarter performance, a credit will be issued by the servicing US Foods distribution



center. This approach ensures pricing accuracy while allowing members to benefit from improved performance.

Contracted Manufacturer Agreements (CMAs) are established with manufacturers for a three-year (36 month) term. Contract start and end dates follow the specific terms of the awarded cycle and are communicated through Premier's Supply Chain Advisor. All contracts must go through the Premier's sourcing process and are evaluated and awarded by customer segmented member sourcing committees.

Premier utilizes multiple price strategies based on the volatility and composition of each product category. All items either have a fixed price or a market-price. Fixed school year pricing is not guaranteed for all items.

- Items with fixed pricing are locked in for a stated period of time (annually, semi-annually, quarterly, or monthly), and pricing is established by either a deviation or a formula.
- Market-priced products are generally in highly volatile categories where it would be disadvantageous for Premier to attempt to lock in a price. These vary week by week based on geographic market; however, most products include an allowance that is taken off the distributor's price at the time of invoicing to PSJPC.

All requests for price increases are subject to review and approval by Premier and must be accompanied by supporting data that outlines the changes in market conditions to warrant such an increase; no price increase request will be automatically approved. Premier also monitors current market conditions in order to ensure the ongoing competitiveness of the portfolio; this can include working with suppliers to decrease pricing during a contract term. All product pricing is available in real time, 24/7 on the Premier US Foods ecommerce platform, PremierFSDO.com (FSDO). Weekly price changes are available each Sunday morning.

The fixed fee-per-case will remain firm and in effect for each school year term (July 1 through June 30) and will be presented to PSJPC by March 15 and go into effect July 1 of each year during the term of the agreement. The fee-per-case included in this proposal reflects current pricing applicable to the 2025–2026 school year through June 30, 2026. Pricing for the 2026–2027 school year will be presented by March 15, 2026. The fixed fee-per-case schedule will be reviewed annually and may be adjusted to account for key inflationary factors impacting the average case cost for K-12 participating members.

SECTION V: INSTRUCTIONS TO BIDDERS

I. Bid Pricing

The pricing methodology proposed must remain in effect for the term of the contract, including any annual extensions. The proposed pricing methodology will also be applied to any new products requested. New commercial food products shall be priced using the Bidder's landed cost. Landed cost is defined as invoice cost from the manufacturer plus freight, if freight is not included with invoice cost. "F.O.B. Destination" to the District delivery location(s) specified on the District Delivery Site Location sheet. Prices should be stated in the units specified and bidders should quote each item separately. The District will not pay drayage, packing, or shipping and handling charges, nor shall the District pay for any fuel surcharges. All freight charges must be included in the bid price.

The OMNIA Partners Group Purchasing and Foodservice Distribution Program, powered by Premier, with US Foods offers a Cost-plus Fixed Fee Program. All participating members will be



placed on the same pricing program tier to provide consistency, predictability, and accurate program management. If a school actualizes a more advantageous fee-per-case opportunity based on prior quarter performance, a credit will be issued by the servicing US Foods distribution center. This approach ensures pricing accuracy while allowing members to benefit from improved performance.

Contracted Manufacturer Agreements (CMAs) are established with manufacturers for a three-year (36month) term. Contract start and end dates follow the specific terms of the awarded cycle and are communicated through Premier's Supply Chain Advisor. All contracts must go through the Premier's sourcing process and are evaluated and awarded by customer segmented member sourcing committees.

Premier utilizes multiple price strategies based on the volatility and composition of each product category. All items either have a fixed price or a market-price. Fixed school year pricing is not guaranteed for all items.

- Items with fixed pricing are locked in for a stated period of time (annually, semi-annually, quarterly, or monthly), and pricing is established by either a deviation or a formula.
- Market-priced products are generally in highly volatile categories where it would be disadvantageous for Premier to attempt to lock in a price. These vary week by week based on geographic market; however, most products include an allowance that is taken off the distributor's price at the time of invoicing to PSJPC.

All requests for price increases are subject to review and approval by Premier and must be accompanied by supporting data that outlines the changes in market conditions to warrant such an increase; no price increase request will be automatically approved. Premier also monitors current market conditions in order to ensure the ongoing competitiveness of the portfolio; this can include working with suppliers to decrease pricing during a contract term. All product pricing is available in real time, 24/7 on the Premier US Foods ecommerce platform, PremierFSDO.com (FSDO). Weekly price changes are available each Sunday morning.

The fixed fee-per-case will remain firm and in effect for each school year term (July 1 through June 30) and will be presented to PSJPC by March 15 and go into effect July 1 of each year during the term of the agreement. The fee-per-case included in this proposal reflects current pricing applicable to the 2025–2026 school year through June 30, 2026. Pricing for the 2026–2027 school year will be presented by March 15, 2026. The fixed fee-per-case schedule will be reviewed annually and may be adjusted to account for key inflationary factors impacting the average case cost for K-12 participating members.

The Premier-US Foods agreement excludes typical fuel surcharges. US Foods can only charge a fuel hardship relief fee when the national average diesel price exceeds \$5.10 per gallon, monitored via the EIA weekly report (<http://www.eia.gov/petroleum/gasdiesel/>). This fee is included in the quarterly US Foods Statement of Earned Incentives and may be offset by other operational incentives.



SECTION VIII: BID INSTRUCTIONS

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.

All participating members will be placed on the same pricing program tier to provide consistency, predictability, and accurate program management. If a school actualizes a more advantageous fee-per-case opportunity based on prior quarter performance, a credit will be issued by the servicing US Foods distribution center. This approach ensures pricing accuracy while allowing members to benefit from improved performance.

SECTION IX: EVALUATION AND AWARD

A. Award Criteria

A-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.

The OMNIA Partners Group Purchasing and Foodservice Distribution Program, powered by Premier, with US Foods offers a Cost-plus Fixed Fee Program. All participating members will be placed on the same pricing program tier to provide consistency, predictability, and accurate program management. If a school actualizes a more advantageous fee-per-case opportunity based on prior quarter performance, a credit will be issued by the servicing US Foods distribution center. This approach ensures pricing accuracy while allowing members to benefit from improved performance.

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Contracted Manufacturer Agreements (CMAs) are established with manufacturers for a three-year (36-month) term. Contract start and end dates follow the specific terms of the awarded cycle and are communicated through Premier's Supply Chain Advisor. All contracts must go through the Premier's sourcing process and are evaluated and awarded by customer-segmented member sourcing committees.

Premier utilizes multiple price strategies based on the volatility and composition of each product category. All items either have a fixed price or a market-price. Fixed school year pricing is not guaranteed for all items.



- Items with fixed pricing are locked in for a stated period of time (annually, semi-annually, quarterly, or monthly), and pricing is established by either a deviation or a formula.
- Market-priced products are generally in highly volatile categories where it would be disadvantageous for Premier to attempt to lock in a price. These vary week by week based on geographic market; however, most products include an allowance that is taken off the distributor's price at the time of invoicing to PSJPC.

All requests for price increases are subject to review and approval by Premier and must be accompanied by supporting data that outlines the changes in market conditions to warrant such an increase; no price increase request will be automatically approved. Premier also monitors current market conditions in order to ensure the ongoing competitiveness of the portfolio; this can include working with suppliers to decrease pricing during a contract term. All product pricing is available in real time, 24/7 on the Premier US Foods ecommerce platform, PremierFSDO.com (FSDO). Weekly price changes are available each Sunday morning.

A-4b2. Pricing on produce must be based on the same calendar week of the bid opening. (Monday, January 26, 2026 – Friday, January 30, 2026).

Pricing for broadline and produce products has been provided using January 16, 2026 because of the required RFP due date.

A-4b3. Prices must be firm from July 1, 2025 through June 30, 2026. Any pricing adjustment for commercial items must be based on the verified cost of goods from the manufacturer. In the event of a price adjustment, a written 30 day notice and a formal letter from the manufacturer to the distributor or a third-party market report must be attached. For the Grocery portion of the bid, Pricing for distribution shall be offered in two categories: (1) commercial food products (Dry, Frozen and Refrigerated Groceries), and (2) Processed USDA Foods end-products and commercial equivalents

The fixed fee-per-case will remain firm and in effect for each school year term (July 1 through June 30) and will be presented to PSJPC by March 15 and go into effect July 1 of each year during the term of the agreement. The fee-per-case included in this proposal reflects current pricing applicable to the 2025–2026 school year through June 30, 2026. Pricing for the 2026–2027 school year will be presented by March 15, 2026. The fixed fee-per-case schedule will be reviewed annually and may be adjusted to account for key inflationary factors impacting the average case cost for K-12 participating members.

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.

Contracted Manufacturer Agreements (CMAs) are established with manufacturers for a three-year (36-month) term. Contract start and end dates follow the specific terms of the awarded cycle and are communicated through Premier's Supply Chain Advisor. All contracts must go through the Premier's sourcing process and are evaluated and awarded by customer-segmented member sourcing committees.



Premier utilizes multiple price strategies based on the volatility and composition of each product category. All items either have a fixed price or a market-price. Fixed school year pricing is not guaranteed for all items.

- Items with fixed pricing are locked in for a stated period of time (annually, semi-annually, quarterly, or monthly), and pricing is established by either a deviation or a formula.
- Market-priced products are generally in highly volatile categories where it would be disadvantageous for Premier to attempt to lock in a price. These vary week by week based on geographic market; however, most products include an allowance that is taken off the distributor's price at the time of invoicing to PSJPC.

All requests for price increases are subject to review and approval by Premier and must be accompanied by supporting data that outlines the changes in market conditions to warrant such an increase; no price increase request will be automatically approved. Premier also monitors current market conditions in order to ensure the ongoing competitiveness of the portfolio; this can include working with suppliers to decrease pricing during a contract term. All product pricing is available in real time, 24/7 on the Premier US Foods ecommerce platform, PremierFSDO.com (FSDO). Weekly price changes are available each Sunday morning.

C3. The records and invoice prices of the distributor(s) shall be subject to audit by the PSJPC or its designee.

Premier can conduct a price audit for a member upon 4 weeks' notice and not more than once every 6 months. The audit is limited to a maximum of 25 invoice items and must utilize documentation from Premier's pricing audit tool. Price discrepancies of \$0.01 or less due to rounding are acceptable between the calculated sell price and the actual sell price and won't lead to any further audits by the customer.

C6. 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.

US Foods maintain a competitive pricing provision designed to ensure that program pricing remains equitable and competitive for PSJPC throughout the contract term. While US Foods is committed to offering competitive pricing within our national program structure, we do not formally adopt "Most Favored Nation" clauses, as some pricing may vary by market, Premier contract structure, and program participation.

C7b. 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.

All product pricing is available in real time, 24/7 on the Premier US Foods ecommerce platform, PremierFSDO.com (FSDO). Weekly price changes are available each Sunday morning.



D. Purchasing/Stocking of Items

US Foods will actively stock any product a Premier Member needs that moves three (3) cases per week based on combined usage by each US Foods distribution center. US Foods also implements a \$350 minimum for an order placed.

F. Delivery Implementation Plan

1. The Distributor will provide a delivery implementation plan based upon the Member District's correct school/facility of service locations. The plan should outline how they intend to provide needed services in a timely manner to PSJPC member districts and member delivery locations.
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 6 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.

As a current customer of US Foods and member of the OMNIA Partners Foodservice Program, powered by Premier, overall delivery procedures will remain the same. US Foods does not agree to be responsible for excess costs related to employee wages or overtime.

For any new schools or facilities added during the contract term, US Foods will utilize its Quality Service Process (QSP), a structured onboarding and support framework designed to ensure accurate setup, site-level coordination, staff training, and consistent delivery execution aligned with district requirements.

H. 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.**

Upon award, no changes will be made to the PSJPC ordering process. Orders will continue to be managed through PremierFSDO.com (FSDO) in close partnership with a dedicated US Foods Bid Account Managers and Account Coordinators who actively support PSJPC on a daily and weekly basis.



PSJPC members are notified at the time of order if a product is unavailable and retain full control in selecting replacement items. US Foods does not utilize automatic substitutions or preferential private-label replacements.

To proactively manage product availability and mitigate shortages, PSJPC districts are requested to provide weekly demand projections at least six (6) weeks in advance. The US Foods Bid Account Manager(s) leverages these forecasts to monitor RFP product inventory, provide weekly manufacturer and market updates, issue daily out-of-stock reports with follow-up, and conduct regular forecast and inventory reviews with PSJPC stakeholders. This collaborative, high-touch approach supports continuity of supply and reliable delivery schedules.

I. Substitutions

US Foods does not agree to be responsible for excess costs should you decide to order products from another distributor or another product through US Foods. Member approved substitutions (based on your price and product preferences) are available through US Foods.

K. Authorized Returns

All product returns will be made in accordance with the **US Foods Credit and Return Policy**. A copy is included with this proposal.

L. Frozen Food Storage Condition

At the termination of this contract, US Foods would coordinate with PSJPC to manage the depletion of forecasted on-hand and on-order inventory. Transportation of products will adhere to the cost details outlined in this proposal. US Foods does not agree to be responsible for transportation costs for remaining inventory.

M. Termination for Breach

US Foods does not agree to be responsible for excess costs should you decide to order products from another distributor or another product through US Foods. Member approved substitutions (based on your price and product preferences) are available through US Foods.

U. Product Recall Statements, HACCP Plan and Product Quality

US Foods deems HACCP and Preventive Control plans as confidential and proprietary information. As such we do not share the individual plans but allow customers to view them onsite after completing a non-disclosure agreement. Customers may not copy or reproduce the documents.

Product recalls are handled in accordance with **US Foods Product Recall & Recovery Process Overview**. A copy is included with this proposal. Copies of **US Foods IFS Certifications** are included with this proposal.



V. Quality Program

US Foods maintains stringent food safety, quality, and regulatory requirements for facilities, ensuring every process meets or exceeds applicable laws and industry best practices.

X. Markings

X5. The product must be warranted and guaranteed to be merchantable by the distributor and fit for the purpose for which it is intended. At time of delivery - products must have a minimum

- Fresh Dairy/Produce – 7 – 10 days
- Refrigerated Products– 2 weeks
- Frozen/Canned Products – 6 months
- Packaged snacks, ie chips – 6 weeks

Shelf life varies by product, category, production date, and manufacturer. US Foods adheres to all applicable industry standards to ensure products are delivered in safe, usable condition.

As a distributor, we warrant the following:

US Foods warrants that it possesses the expertise and all of the necessary resources with respect to warehousing, order taking, procurement, transportation, accounting/payment, logistical support, personnel and facilities required to provide the level of service as agreed under this Agreement. Further, US Foods covenants and warrants that the services and activities as set forth in this Agreement will be performed by trained and qualified personnel, and in a professional and workmanlike manner. US Foods will use commercially reasonable efforts to obtain representations and warranties from manufacturers that the products conform to certain product specifications and comply with applicable law. By accepting a purchase order as set forth herein, US Foods warrants and represents that it requires manufacturers from whom it purchases products to guarantee that all merchandise comprising each shipment or other delivery made to, or on the order of US Foods will be:

- Not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, the Food Additives Amendment, and all other revisions and amendments thereto (the “FDA Act”), all regulations issued under the FDA Act and any other applicable federal, state, or local laws, rules or regulations; and
- Not an article of food, drug, device, or cosmetic which may not, under the provisions of Sections 404 or 505 of the FDA Act, be introduced into interstate commerce.

THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION CONSTITUTE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY ANY PARTY WITH RESPECT TO, OR ARISING IN CONNECTION WITH, THIS AGREEMENT OR THE PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EACH PARTY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES (WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE), INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.



Y. Inspection and Acceptance

Y5.

Shelf life varies by product, category, production date, and manufacturer. US Foods adheres to all applicable industry standards to ensure products are delivered in safe, usable condition.

Y6.

As a distributor, we warrant the following:

US Foods warrants that it possesses the expertise and all of the necessary resources with respect to warehousing, order taking, procurement, transportation, accounting/payment, logistical support, personnel and facilities required to provide the level of service as agreed under this Agreement. Further, US Foods covenants and warrants that the services and activities as set forth in this Agreement will be performed by trained and qualified personnel, and in a professional and workmanlike manner. US Foods will use commercially reasonable efforts to obtain representations and warranties from manufacturers that the products conform to certain product specifications and comply with applicable law. By accepting a purchase order as set forth herein, US Foods warrants and represents that it requires manufacturers from whom it purchases products to guarantee that all merchandise comprising each shipment or other delivery made to, or on the order of US Foods will be:

- Not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, the Food Additives Amendment, and all other revisions and amendments thereto (the "FDA Act"), all regulations issued under the FDA Act and any other applicable federal, state, or local laws, rules or regulations; and
- Not an article of food, drug, device, or cosmetic which may not, under the provisions of Sections 404 or 505 of the FDA Act, be introduced into interstate commerce.

THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION CONSTITUTE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY ANY PARTY WITH RESPECT TO, OR ARISING IN CONNECTION WITH, THIS AGREEMENT OR THE PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EACH PARTY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES (WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE), INCLUDING ANY WARRANTY OF MERCHANT-ABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Y5-Rejection Procedures

All product returns will be made in accordance with the **US Foods Credit and Return Policy**. A copy is included with this proposal.



GG. Additions or Deletions

PSJPC may discontinue products with appropriate notice, following depletion of forecasted on-hand and on-order inventory.

APPENDIX A - PROTEST PROCEDURE

PROPOSALS FOR FOOD PRODUCTS, SUPPLIES AND COMMODITY STORAGE

Puget Sound Joint Purchasing Cooperative: Bid #3-202526

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 Mark Campbell, 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.

APPENDIX A - PROTEST PROCEDURE

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.

APPENDIX A - PROTEST PROCEDURE

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.

APPENDIX A - PROTEST PROCEDURE

[Faint handwritten signature]

MC Initial

1/23/2026 Date

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
425-760-6085

Date: January 6, 2026
To: Proposers/Bidders: PSJPC Distributor Bid- RFP#3-202526
FR: Mark Campbell, Executive Director
RE: Questions and Responses

Questions/Responses to RFP#3-202526:

The following questions and/or request for clarifications have been received and the following are the responses to those questions:

#1 **SECTION IX: EVALUATION AND AWARD**

B. Or Equal Products/Approved or Alternate Equivalents

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.

Question: However, on the product list, it does not state "none" in Column I regarding Alternates. Does a blank cell indicate "none" for no alternated being accepted?

Response: Yes, a "blank" cell means no alternates accepted.

#2 Question: **We noticed the code numbers for certain items are the commodity codes. If this is a commercial bid only, the item listed is not valid.**

Response: You are correct these are commodity codes. The reason is that some of our members have the current Distributor, receive, store and deliver USDA Processed Commodity products for them as they might not have adequate storage facilities in their districts. This is a practice and service we would like to see continued.

#3 Question: **Are alternate items not considered for the 2026-27 school year? 2026-27 is not mentioned below and we'd like clarification, please . . .**

BB. Or Equal Products/Approved or Alternate Equivalents

The PSJPC has listed approved products in the bid specifications, Brand Name and Product Numbers provided represent the products selected for contracts in 2027-28 and 2028-29, have been tested and are acceptable to our student population. These products form the basis and standard for brand quality and taste preference.

Response: Alternate items will be considered, but the PSJPC membership and the PSJPC Board of Directors have selected the items listed as those meeting the needs of the PSJPC. As such, we are requesting pricing to be submitted for the 26-27 listed items.

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
425-760-6085

#4 Question: Can the PSJPC provide guidance on whether a regional proposal is something the PSJPC would be open to considering or if participation must be structured differently?

Response: To clarify, there is nothing in the RFP that precludes PSJPC from awarding to multiple vendors. As outlined in the RFP, proposals may be evaluated by item, group of items, or in the aggregate, and PSJPC reserves the right to select one or more Apparent Successful Proposers if doing so is determined to be in the best interest of the cooperative. Proposals will be evaluated in accordance with the RFP Evaluation Criteria, including Criterion 8C, which scores proposers based on the number of member districts they are able to serve.

#5 Question: Can you tell me if the PSJPC is working with Premier Foods for SY 26/27 as we have received a bid request from another distributor in the market, is this request driven by you or the distributor?

Response: Yes, the request is being driven by the distributor.

I certify I have read and understand this addendum and agree to the above questions.

Company: US Foods

Signed: _____

Title: Vice President National Sales Field Ops

Date: 1/28/2026

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

**2661 N Pearl Street, #139
Tacoma, Washington 98407
425-760-6085**

Date: February 27, 2026
To: Puget Sound Joint Purchasing Cooperative – Board of Directors
FR: Mark Campbell
RE: Distributor Bid: Financial and Fee Analysis

The following is an analysis summary of the Services/Fees and Charges proposed by the various bidders for the PSJPC RFP#3-202526

Service Area:

- **US Food Service** can provide service all existing PSJPC member districts/schools in the State of Washington.
- **Sysco Food Service** can provide service to districts located in Western Washington – there are 35 districts listed in the Bid comparative file that Sysco cannot deliver/provide service to.
- **Harbor Food Service** can provide service to a limited number of districts located in specific geographic areas of Western Washington – there are 72 districts listed in the Bid comparative file that Harbor cannot deliver/provide service to North of Seattle and East and West of I-5 corridor.

Products:

- **US Food Service** can provide all listed and specified items outlined in the specifications. In addition, can provide fresh produce, paper/packaging products, commodity receipt/storage/delivery.
- **Sysco Food Service** can provide all listed and specified items outlined in the specifications. In addition, will use secondary vendors to provide fresh produce and bakery supplies; can provide commodity receiving/storage/delivery.
- **Harbor Food Service** can provide approximately 70% of the listed and specified items outlined in the specifications (bid not received for 146 items). In addition, can provide commodity receiving/storage/delivery. Will use second party vendors to supply Bakery/Packaging and Fresh Produce

Fees:

- **US Food Service** proposes a fee structure that the PSJPC Board is familiar with. Graduated cost/fee per case for average cases delivered to a member district. The overall cost increase averages \$.057 per case. All equipment purchases will have a set mark-up of 9.75%. There is no change to the equipment mark-up.
- **Sysco Food Service** proposed a fee structure that the PSJPC is familiar with and meets specifications. The overall cost shows a \$.99 per case increase over what the PSJPC currently has with its current provider. Did not provide equipment purchase pricing structure.
- **Harbor Food Service** proposed a fee structure that that the PSJPC is familiar with and meets specifications. The overall cost shows a \$1.73 per case increase over what the PSJPC currently has with its current provider. Did not provide equipment purchase pricing structure.

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
425-760-6085

	Company	20-39 case	40-99	100-299	Average Increase
2025-26	US Food Service	\$ 3.06	\$ 3.05	\$ 2.74	\$ 2.950
2026-27	US Food Service	\$ 3.12	\$ 3.10	\$ 2.80	\$ 3.007
	Var to 25-26	\$ 0.06	\$ 0.05	\$ 0.06	\$ 0.057
2026-27	Sysco	\$ 4.04	\$ 4.04	\$ 3.74	\$ 3.940
	Var to 25-26	\$ 0.98	\$ 0.99	\$ 1.00	\$ 0.990
2026-27	Harbor	\$ 4.99	\$ 4.69	\$ 4.37	\$ 4.683
	Var to 25-26	\$ 1.93	\$ 1.64	\$ 1.63	\$ 1.733

Commodity Storage:

- **US Food Service** can provide services for the receipt/storage and delivery of USDA Processed Commodity products.
- **Sysco Food Service** can provide services for the receipt/storage and delivery of USDA Processed Commodity products.
- **Harbor Food Service** can provide services for the receipt/storage and delivery of USDA Processed Commodity products.

	US Food	Sysco	Harbor
	26-27	26-27	26-27
Delivery	Fee/Case	Fee/Case	Fee/Case
Puget Sound (20-39)	\$ 3.12	\$ 4.04	\$ 4.99
40-99	\$ 3.10	\$ 4.04	\$ 4.69
100-299	\$ 2.80	\$ 3.74	\$ 3.37
300+	\$ 2.55	\$ 3.44	\$ 3.99
	2026-27	2026-27	2026-27
Commodity Storage	\$4.00/case for 60 days	\$4.75/case for 60 days	\$1.75/case/week
60 day storage	\$1.15/case/week	\$1.75/case/week	\$2.75/case/week
61-180	\$1.70/case/week	\$1.50/case/week	\$3.75/case/week
180 day plus			

Number of Cases Bid and Value

Company	Cases Specified	Cases Bid	Value
US Food Service	591	591	\$57,147,362.18
Sysco Food Service	591	587	\$64,442,649.83
Harbor Food Service	591	449	\$54,307,611.02

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
Tacoma, Washington 98407
425-760-6085

Overall:

- US Food Service proposal shows a .141% increase in per case fees for the 26-27 school year
- Sysco Food Service proposal shows a 2.47% increase in per case fees for the 26-27 school year.
- Harbor Food Service shows a 4.32% increase in per case fees for the 26-27 school year.

Average Increase Impact by Vendor on Bid Markup 2025-26 to 2026-27	US Food	Sysco	Harbor
Cases delivered	2,340,035	2,340,035	2,340,035
Variance Avg.	\$0.057	\$0.990	\$1.733
Impact on total cases	\$ 132,602	\$ 2,316,635	\$ 4,056,061
Increase % over 25-26	0.141%	2.469%	4.322%



Annualized volume increases based upon # of cases delivered and proposed average price per case markup to all PSJPC districts for school year (Aug 1 to July 31)

PSJPC Bid #3-202526

Board Executive Summary – Group Consensus Evaluation

Overview

The Evaluation Committee conducted a comprehensive review of written questionnaire responses submitted by US Foods, Harbor Foodservice, and Sysco. Evaluation criteria were aligned with the approved 80-point Selection Criteria and Award Matrix.

Ordering, Reporting, Delivery & Fill Rate (20 Points)

All three distributors provide web-based ordering platforms. US Foods and Harbor offer highly structured compliance tools with detailed reporting capabilities. Harbor emphasized automated compliance reporting and SKU-level tracking. US Foods reported a 99% fill rate (including approved substitutions). Harbor reported 98%+ (excluding unapproved substitutions). Sysco reported 98.5% historical performance.

Products, Nutrients & Buy American (20 Points)

US Foods and Harbor demonstrated structured documentation workflows for nutrient, CN label, and Buy American compliance. Harbor highlighted SKU-level country-of-origin tracking and automated compliance reporting. US Foods emphasized integration with Premier tools and menu planning software. Sysco indicated documentation availability through Sysco Shop and corporate K-12 support.

Customer Service, Emergency Preparedness, Invoicing & Transition (25 Points)

US Foods provides a long-standing dedicated K-12 team with established PSJPC relationships. Harbor outlined a structured 90-day transition plan and formal emergency menu protocols. Sysco described corporate support structures and contingency planning, though some documentation detail was limited in the written response.

Value-Added Services (10 Points)

US Foods provides extensive Premier-linked training and rebate programs. Harbor offers no-cost compliance training and automated reporting. Sysco noted limited formalized value-added services but referenced broker and culinary support.

General Background & Stability (5 Points)

US Foods cited national scale and long-standing PSJPC partnership. Harbor emphasized regional ownership and Pacific Northwest infrastructure continuity. Limited financial detail was provided in Sysco's written submission.

Committee Consensus Findings

The Committee evaluated each proposal for operational reliability, compliance strength, administrative ease, and long-term partnership alignment with PSJPC priorities. Scoring results and rankings are reflected in the accompanying Group Consensus Scoring Matrix.

Board Recommendation

Based on total consensus scoring and qualitative evaluation of compliance systems, service reliability, transition readiness, and overall value to the cooperative, the Committee recommends award consistent with the scoring matrix results.

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

**2661 N Pearl Street, #139
Tacoma, Washington 98407
425-760-6085**

Date: February 27, 2026
To: PSJPC Board – Bid Packet: Distributor
FR: Mark Campbell
RE: Reference Checks

“Reference Check” memos were sent to the following companies/individuals as directed by the companies:

US Food Service:

Jackson County Schools, Oregon	Reference received
Central Washington University	Reference received
University of Washington	Reference Received
Washington State University	No Response
Campus Smart K-12 Cooperative, Oklahoma	Reference Received

Sysco:

Puyallup School District (Beth Hawn)	No Response
Seattle School District (Semhar Kifle)	No Response
Sodexo Schools (Cheryl Katzberg)	Memo “bounced back” memo not accepted

Harbor Food Service:

Seattle Public Schools (Aaron Smith)	Response – “on leave” forwarded
Cascadia Pizza	No Response
Muckelshoot Casino	No Response

PSJPC: Distributor Bid Fee/Service Comparisons

Current Provider
Current 2025-26

Bid: US Food Service
2026-27

Bid and Non- Bid Item
Flat Fees Markup
Per Case

Product Category	A	B	C	D
	20-39 cs	40-99 cs	100-299 cs	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 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
Products by the LB	\$3.06	\$3.05	\$2.74	\$2.48
	Category	Category	Category	Category
An Each (split cases) Give formula	FPC +2%	FPC +2%	FPC +2%	FPC +2%

Product Category	A	B	C	D
	20-39 cs	40-99 cs	100-299 cs	300+ cs
Beverages	\$3.12	\$3.10	\$2.80	\$2.55
Disposables	\$3.12	\$3.10	\$2.80	\$2.55
Dry Groceries	\$3.12	\$3.10	\$2.80	\$2.55
Fruits/Vegetables/Juices (dry groceries)	\$3.12	\$3.10	\$2.80	\$2.55
Frozen Fruits and Vegetables	\$3.12	\$3.10	\$2.80	\$2.55
Frozen Protein	\$3.12	\$3.10	\$2.80	\$2.55
Janitorial and Chemicals	\$3.12	\$3.10	\$2.80	\$2.55
Produce	\$3.12	\$3.10	\$2.80	\$2.55
Dairy	\$3.12	\$3.10	\$2.80	\$2.55
Bakery	\$3.12	\$3.10	\$2.80	\$2.55
Refrigerated Items	\$3.12	\$3.10	\$2.80	\$2.55
Seafood items	\$3.12	\$3.10	\$2.80	\$2.55
Shortening/oil/margarine	\$3.12	\$3.10	\$2.80	\$2.55
Products by the LB	\$3.12	\$3.10	\$2.80	\$2.55
	Category	Category	Category	Category
	FPC +2%	FPC +2%	FPC +2%	FPC +2%

> 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%.

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How Is Drop Size/Delivery Determined

Main delivery plus supplemental if required
Mutually agreed upon

Main delivery plus supplemental if required
Mutually agreed upon

Terms

Items Bid (number of)
Bid Totals

591 (Bid submitted for all specified items)
\$57,147,362.18

Pricing
Bid Totals

Cost plus fixed fee based upon account volume
Pricing reviewed annually

Cost plus fixed fee based upon account volume
Pricing reviewed annually

Commodity Storage

> \$4.50 per case flat rate for 60 day storage; plus additional fees as listed
> 60 days storage \$1.00 per case/week
> 180 days storage \$1.50 per case/ week
> Commodities delivered once per week with commercial deliveries

> \$4.00 per case flat rate for 60 day storage; plus additional fees as listed
> 60 days storage \$1.15 per case/week
> 180 days storage \$1.70 per case/ week
> Commodities delivered once per week with commercial deliveries

Service to Schools

Able to serve/deliver to all School Districts as s listed

Able to serve/deliver to all School Districts as s listed

Service is provided by four (4) warehouses: Everett, Ffe, Portland and Spokane

Service Area

Able to serve all member districts as specified

Able to serve all member districts as specified

Value Pass Through Agreements
System can process and provide PSJPC with value pass through for USDA Commodity

Usage Report
(provided by US Food Service)
Volume Comparisons

Actual US Food Service Totals for annual periods: August 1 to July 31

School Year	Cases Delivered	Dollar Volume	Avg Case Price
2021-22	1,667,866	\$ 57,657,231	\$ 34.57
2022-23	2,064,659	\$ 76,211,281	\$ 36.91
2023-24	2,319,389	\$ 90,518,837	\$ 39.03
2024-25	2,340,035	\$ 93,847,127	\$ 40.11

	Company	20-39 case	40-99	100-299	Average Increase
2025-26	US Food Service	\$ 3.06	\$ 3.05	\$ 2.74	\$ 2.950
2026-27	US Food Service	\$ 3.12	\$ 3.10	\$ 2.80	\$ 3.007
	Var to 25-26	\$ 0.06	\$ 0.05	\$ 0.06	\$ 0.057
2026-27	Sysco	\$ 4.04	\$ 4.04	\$ 3.74	\$ 3.940
	Var to 25-26	\$ 0.98	\$ 0.99	\$ 1.00	\$ 0.990
2026-27	Harbor	\$ 4.99	\$ 4.69	\$ 4.37	\$ 4.683
	Var to 25-26	\$ 1.93	\$ 1.64	\$ 1.63	\$ 1.733

Average Increase Impact by Vendor on Bid Markup 2025-26 to 2026-27	US Food	Sysco	Harbor
Cases delivered	2,340,035	2,340,035	2,340,035
Variance Avg	\$0.057	\$0.990	\$1.733
Impact on total cases	\$ 132,602	\$ 2,316,635	\$ 4,056,061
Increase % over 25-26	0.141%	2.469%	4.322%



Annualized volume increases based upon # of cases delivered and proposed average price per case markup to all PSJPC districts for school year (Aug 1 to July 31)

2/27/2026

PSJPC: Distributor Bid - Commodity Delivery/Storage Analysis

Average Drop Size

Delivery

Puget Sound (20-39)
 40-99
 100-299
 300+
 800+

	US Food	Sysco	Harbor
	26-27	26-27	26-27
	Fee/Case	Fee/Case	Fee/Case
	\$ 3.12	\$ 4.04	\$ 4.99
	\$ 3.10	\$ 4.04	\$ 4.69
	\$ 2.80	\$ 3.74	\$ 4.37
	\$ 2.55	\$ 3.44	\$ 3.99
			\$ 3.29
	2026-27	2026-27	2026-27
60 day storage	\$4.00/case for 60 days	\$4.75/case for 60 days	\$1.75/case/week
61-180	\$1.15/case/week	\$.50/case/week	\$2.75/case/week
180 day plus	\$1.70/case/week	\$.50/case/week	\$3.75/case/week

**PSJPC: Distributor Bid
US Food Service Fee Analysis**

Average Drop Size	23-24	23-24	24-25	25-26	26-27
	Fee/Case	Fee/Case	Fee/Case	Fee/Case	Fee/Case
Puget Sound (20-39)	\$ 2.09	\$ 2.98	\$ 3.06	\$ 3.06	\$ 3.12
40-99	\$ 2.05	\$ 2.96	\$ 3.05	\$ 3.05	\$ 3.10
100-299	\$ 1.75	\$ 2.66	\$ 2.74	\$ 2.74	\$ 2.80
300+	\$ 1.54	\$ 2.41	\$ 2.48	\$ 2.48	\$ 2.55

Commodity Storage	2023-24	2023-24	2024-25	2025-26	2025-26
60 day storage	\$4.50/case	\$4.50/case	\$4.50/case	\$4.50/case	\$4.50/case
61-180	1.00/cs/wk	1.00/cs/wk	1.00/cs/wk	1.00/cs/wk	.50/cs/wk
180 day plus	1.50/cs/wk	1.50/cs/wk	1.50/cs/wk	1.50/cs/wk	.50/cs/wk

Fee/Case or Markup by Case	2022-23			
	20-39	40-99	100-299	300+
Contract Description				
Equipment/Supplies	9.75%	9.75%	9.75%	9.75%
All other Category	\$2.09	\$2.05	\$1.75	\$1.54

Fee/Case or Markup by Case	2023-24			
	20-39	40-99	100-299	300+
Contract Description				
Equipment/Supplies	9.75%	9.75%	9.75%	9.75%
All other Category	\$2.98	\$2.96	\$2.66	\$2.41

Fee/Case or Markup by Case	2024-25			
	20-39	40-99	100-299	300+
Contract Description				
Equipment/Supplies	9.75%	9.75%	9.75%	9.75%
All other Category	\$3.06	\$3.05	\$2.74	\$2.48

Fee/Case or Markup by Case	2025-26			
	20-39	40-99	100-299	300+
Contract Description				
Equipment/Supplies	9.75%	9.75%	9.75%	9.75%
All other Category	\$3.06	\$3.05	\$2.74	\$2.48

Fee/Case or Markup by Case	2026-27			
	20-39	40-99	100-299	300+
Contract Description				
Equipment/Supplies	9.75%	9.75%	9.75%	9.75%
All other Category	\$3.12	\$3.10	\$2.80	\$2.55

CONTRACTUAL AGREEMENT

Contract No. RFP#3-202526

Between

PUGET SOUND JOINT PURCHASING COOPERATIVE

(Hereinafter referred to as PSJPC)

2661 N PEARL STREET, #139
TACOMA, WA 98407

and

US Food Service

(Hereinafter referred to as Contractor)

2204 70th Ave E Suite 100
Fife, WA 98424

Federal Identification #: 36-3642294

State of Washington: Unified Business Identifier #: WA-0005217230523591

In consideration of the promises and conditions contained herein, PSJPC and US Food Service ("Contractor") do mutually agree as follows:

I. Contract Term/Renewal of Contract

- A. The initial term of the contract is one (1) year, commencing on July 1, 2026 ("Effective Date") and ending June 30, 2027. Deliveries shall begin in July/August 2026. Deliveries may begin sooner at PSJPC's election and upon notice to Contractor if the PSJPC, in its sole discretion, deems it in the best interests of its members.
- B. 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. PSJPC and the Contractor have the right in a mutually executed writing to renew this contract in whole or in part for four additional one (1) year periods as per the following schedule:

Year 2: July 1, 2027 through June 30, 2028

Year 3: July 1, 2028 through June 30, 2029

Year 4: July 1, 2029 through June 30, 2030

Year 5: July 1, 2030 through June 30, 2031

PSJPC will provide notice of renewal by giving notice on or before March 15th of each renewal year to the Contractor, unless an emergency exists, and/or special circumstances require a partial term extension. If PSJPC provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous contract year, provided that PSJPC and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous contract.

For the renewal years (2 through 5), the awarded Distributor will solicit renewal bid pricing based upon the then applicable PSJPC "Market Basket" of items. Priority in awarding pricing adjustments will be for guaranteed pricing for the school year.

1. The Distributor will review renewal awards and pricing with the PSJPC in April prior to the subsequent awarded renewal year.
2. Market Basket alternates must be reviewed quarterly prior to being included in the Market Basket.
3. Any non-bid items will be at Distributor cost (less all discounts) plus a fixed cost per case to deliver. The "fixed cost" cannot be a percentage.

II. Duties of the Contractor

To provide food, supplies USDA Commodity Processed food products and Commodity Storage/Delivery to multiple school districts which are members of the Puget Sound Joint Purchasing Cooperative (PSJPC) and located in the State of Washington. Fulfillment of orders with quantities, time, and manner of delivery requested are essential factors in proper performance.

- A. In order to accomplish the general objective(s) of this contract, Contractor shall perform the specific duties as outlined in its submitted Request for Proposals, a copy of which is attached hereto as Attachment B, in response to the PSJPC's published bid request (RFP#3-202526) to the satisfaction of the PSJPC's Executive Director. The Contractor will timely fulfill orders as submitted by PSJPC Members with requested quantities, with time and manner of delivery as essential factors in proper performance.
- B. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

Quarterly/Annual usage reports (number of items and dollar volume by item) by PSJPC member district for the following periods no later than thirty (30) days after the end of each such period:

- QTR 1: July 1st to September 30th
- QTR 2: October 1st to December 31st
- QTR 3: January 1st to March 31st
- QTR 4: April 1st to June 30th
- Annual Report For the School Year: July 1st to June 30th

All written reports/documents required under this contract must be delivered to the PSJPC's designee in accordance with the schedule above.

- C. The Contractor shall provide PSJPC with a purchasing/stocking plan of Bid/Market Basket items. The Contractor agrees to stock the PSJPC selected items as listed in the PSJPC Market Basket in effect on July 1st of each school year. Items that have usage, based on past and current years, of over 400 cases per year, must be stocked in adequate quantities at each distribution location designated to support the PSJPC or any of its member locations or provide a method of ensuring adequate supply.

- D. The Contractor and PSJPC board will have quarterly meetings with the purpose of reviewing current market basket items. The meeting as a minimum will address product inventory levels; usage and outages of items that should be stocked that might have been discontinued by the manufacturer; do not meet required product movement; do not meet USDA Nutritional requirements or require an alternative to be selected. In addition, alternate items will be identified and selected as replacements.
- E. The Contractor shall charge per case fees for the 2026-27 school year based upon the following schedules for the receipt, delivery and storage of purchased and or Commodity Processed food and supplies:
1. The Contractor shall charge a per case delivery fee for main and supplemental food and supply deliveries for all PSJPC members commencing on July 1, 2026 and ending June 30, 2027, based upon the following per case schedule:

Product Category	A 20-39 cs	B 40-99 cs	C 100-299 cs	D 300+ cs
Beverages	\$3.22	\$3.04	\$2.96	\$2.89
Disposables	\$3.22	\$3.04	\$2.96	\$2.89
Dry Groceries	\$3.22	\$3.04	\$2.96	\$2.89
Fruits/Vegetables/Juices (dry groceries)	\$3.22	\$3.04	\$2.96	\$2.89
Frozen Fruits and Vegetables	\$3.22	\$3.04	\$2.96	\$2.89
Frozen Protein	\$3.22	\$3.04	\$2.96	\$2.89
Janitorial and Chemicals	\$3.22	\$3.04	\$2.96	\$2.89
Produce	\$3.22	\$3.04	\$2.96	\$2.89
Dairy	\$3.22	\$3.04	\$2.96	\$2.89
Bakery	\$3.22	\$3.04	\$2.96	\$2.89
Refrigerated items	\$3.22	\$3.04	\$2.96	\$2.89
Seafood items	\$3.22	\$3.04	\$2.96	\$2.89
Shortening/oil/margarine	\$3.22	\$3.04	\$2.96	\$2.89
Products by the LB	\$3.22	\$3.04	\$2.96	\$2.89
An Each (split cases) Give formula	Category FPC +2%	Category FPC +2%	Category FPC +2%	Category FPC +2%

For the 2026-27 and subsequent contract years, the PSJPC schools will be charged the same fee-per-case noted in Column A. If a school warrants pricing based on the average drop as outlined in Columns B, C or D for the period April, May and June of the prior school year, its pricing will reflect that tier pricing. Any variance will be provided to the member school/district as an earned credit, and this adjustment will be made quarterly. US Food Service is also committing any existing member school or district to its tier adjustment based on accumulated purchases in the first quarter of the new school year.

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. Equipment and Supplies remain the same and are priced at a 9.75% markup.

The Contractor shall charge a per case storage fee for the handling and storage of USDA Commodity processed products for PSJPC members who are served from the Contractor warehouse located in Fife, WA and Everett, WA. The storage is by mutual consent of both parties commencing on July 1, 2026 and ending June 30, 2027, based upon the following per case schedule:

- \$4.00 per case for 60 day storage, plus additional fees as listed
- An additional fee of \$1.15 per case per week for commodities stored between 61 to 179 days.
- And a fee of an additional \$1.70 per case per week for all commodities stored over 180 days

2. The Contractor shall deliver commodities to PSJPC members once per week along with scheduled purchased food and supply deliveries.

F. The Contractor shall provide PSJPC with a purchasing/stocking plan of Commodity Processed items as indicated by the annual PSJPC Member Projections for said products. The plan shall indicate when said commodities shall be available for PSJPC members who elect to have commodities stored with the Contractor. The Contractor agrees to stock the PSJPC selected items as listed in the annual PSJPC Commodity Survey by July 31st of each school year provided that the State of Washington's Office of the Superintendent of Public Instruction (OSPI) has transferred the pounds of product to the manufacturers/processors in a timely manner to meet the July 31st timeline.

The terms of sale and delivery are governed by the Contractors standard Invoice or Terms of Sale. Neither party will be in default in the performance of its obligations under this Agreement if its performance is prevented or delayed because of war, terrorism, hostilities, revolution, civil commotion or unrest, strike, labor dispute, epidemic diseases, quarantine, import restrictions, export restrictions, fire, wind, earthquake or flood, any law, order, proclamation, regulation or ordinance of any government or government subdivision, Acts of God or for any other cause, whether similar or dissimilar to those enumerated, that is beyond that party's reasonable control and without that party's fault or negligence. This definition of Force Majeure specifically includes production issues where through no fault of Contractor, agricultural commodities required to produce products are not available to Contractor or the industry in general in sufficient quantities.

G. Deliveries and frequency of deliveries to PSJPC member locations will occur based upon the agreed upon designated delivery days, and hours of delivery for each PSJPC member location. Delivery specifications are listed in PSJPC_RFP#3-202526_Appendix 1. Any changes to the delivery hours, days and frequency shall be mutually agreed to in writing by the Contractor and the subject PSJPC member location.

III. Duties of the PSJPC

In consideration of Contractor's satisfactory performance of the duties set forth herein, PSJPC member districts will order Contractor products at a rate not to exceed the rates as proposed in the Contractor's Proposal submitted in January 2026 and attached hereto as Attachment C. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

- A. Funds for the payments made to Contractor under this contract shall be made by member districts and based upon member district accounts payable (A/P) payment schedules.
- B. The PSJPC may conduct "supplemental bids" semiannually to address menu changes as dictated by member/customer input and/or USDA Regulatory changes.
- C. Provided that the products are in-stock, available and delivered by the required menu date, PSJPC acknowledges and agrees that its members may be fully responsible for all products ordered, stocked, or held at US Food Service on their behalf, including any products for which forecasts have been provided but which are not shipped, drawn down, or otherwise utilized prior to expiration.
- D. Any new item request submitted by PSJPC members constitutes agreement to applicable product movement expectations, including movement of three (3) cases per week, as stated in US Food Services' RFP response, as well as any vendor minimum order or stocking quantities required for US Food Service to carry such product.
- E. PSJPC members shall be responsible for purchasing and taking possession of sufficient quantities of such products to satisfy both the agreed-upon movement levels and all applicable minimum order or stocking requirements, regardless of actual usage or demand.
- F. Products that are not included in the PSJPC Market Basket and are designated as special order, non-stock, customer-specific, or direct ship and are subsequently not received by PSJPC members on the specified/mutually agreed upon delivery date required, the PSJPC member shall not be held liable, regardless of chain of custody, and may be returned to the Contractor for credit.

IV. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

No costs shall be incurred under this Contract earlier than such date as it is fully executed or later than the date this Contract is terminated. The initial schedule of performance of Contractor's duties is as follows: July 1, 2026, or date of mutual execution hereof, whichever is later, through June 30, 2027.

V. CONTRACT MANAGEMENT

The following shall be each party's contact person for all communications and billings regarding the performance of this contract.

Contractor	PSJPC
<p>Pam Olsen Bid/Sales Manager</p> <p>2204 70th Ave E Suite 100 Fife, WA 98424</p> <p>Phone: (206) 218-6848</p> <p>Email: pam.olsen@usfoods.com</p>	<p>Mark Campbell Executive Director</p> <p>2661 N Pearl St., #139 Tacoma, WA 98407</p> <p>Phone: (425) 760-6085</p> <p>Email: mark.campbell@pugetsoundcoop.org</p>

VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

General Terms and Conditions as contained in this Contract:

- Attachment A – Contract for Services, General Terms and Conditions
- Attachment B – Request for Proposals with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor's submitted Proposal dated January 23, 2026.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.
- Applicable Federal and State of Washington statutes and regulations

VII. APPROVAL

This Contract shall be subject to the written approval of the PSJPC's authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing contract.

US Food Service:

Printed Name and Title:

Mischa Collins

VP National Sales Field Sales

Name

Title

Mischa Collins

Mischa Collins (May 19, 2026 21:09:26 EDT)

Signature

Date: 05/19/2026

Puget Sound Joint Purchasing Cooperative

Printed Name and Title

Patricia Barret

PSJPC Board Chair

Name

Title

Patricia Barret

Signature

Date: 05/20/2026

GENERAL TERMS AND CONDITIONS

Contract for Services

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the PSJPC and member districts at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the PSJPC.
5. **Assurances.** The PSJPC and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current Federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Audit Requirements.** If the Contractor is a Sub recipient of Federal awards as defined by the Office of Management and Budget (OMB) CFR Title 2, Part 200, Subpart F, and expends seven hundred and fifty thousand dollars (\$750,000) or more in Federal awards (does not apply to contracts for goods and services) from all Federal sources in any fiscal year beginning on or after December 26, 2014, the Contractor shall procure at their expense a single or program specific audit for that year. The Contractor shall incorporate OMB CFR Title 2, Part 200, Subpart F audit requirements into all contracts between the Contractor and its Subcontractors who are Sub-recipients of Federal awards. The Contractor shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.
8. **Budget Revisions.** Any monetary amount budgeted by the terms of this Contract for various activities and line item objects of expenditure may be revised without prior written approval of PSJPC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. Member districts with commodity balances may order any item from the contractor that has a NPA and the contractor has provided pricing to the PSJPC. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the PSJPC.

9. Certification Regarding Debarment, Suspension, and Ineligibility. The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any Federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in Covered Transactions by any Federal department or agency. "Covered Transactions" as used herein include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or sub recipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify the PSJPC if, during the term of this contract, Contractor becomes debarred. The PSJPC may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

The Contractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in Covered Transactions by any state department or agency.

10. Certification Regarding Lobbying. The Contractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision. Add 2 CFR 200.326(i)

11. Certification Regarding Wage Violations. The Contractor certifies that within three (3) years prior to the date of execution of this Contract, Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapters 49.46, 49.48, or 49.52.

The Contractor further certifies that it will remain in compliance with these requirements during the term of this Contract. Contractor will immediately notify the PSJPC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Contract.

12. Change in Status. In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the PSJPC of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

13. Confidentiality. The Contractor acknowledges that all of the data, material and information which originates from this Contract, and any student assessment data, material and

information which will come into its possession in connection with performance under this Contract, consists of confidential data owned by the PSJPC or confidential personally identifiable data subject to the Federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.

- 14. Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The PSJPC shall have the right, in the event of breach of this clause by the Contractor, to revoke this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises with respect to the terms or performance of this Contract, it shall be determined by a Dispute Board in the following manner: (1) The PSJPC shall appoint a member to such Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the PSJPC and the Contractor shall jointly appoint a third and final member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination for the resolution of the dispute by majority vote of the Dispute Board Members; and, (5) such determination of the Dispute Board shall be final and binding on the parties hereto.
- 16. Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
- 17. Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and RCW 41.06.250 prohibiting the use of public resources for political purposes.
- 18. Force Majeure.** Neither party shall be liable for any delay in or impairment of performance resulting in whole or in part from fire, floods or other catastrophes, acts of God, severe weather conditions; strikes, lockouts or labor disruptions; war, riots, embargo delays, raw material market conditions, the inability to procure supplies or raw materials; or shortages of transportation equipment, fuel or labor; or any other circumstance or cause beyond the reasonable control of the party. Additionally, manufacture, shipment and delivery are subject to any prohibition, restriction, priority allocation regulation or condition imposed by or on behalf of the United States of America or any other governmental body with valid jurisdiction over the parties which may prevent or interfere with fulfillment of any order.

19. Governing Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Pierce County.

20. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the PSJPC and all officials, agents, and employees of the PSJPC, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.

Contractor expressly agrees to indemnify, defend, and hold harmless the PSJPC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. Except as provided herein, no party to this Contract shall be responsible for the acts and/or omissions of the entities or individuals not a party to this contract. For the avoidance of doubt, except as provided herein, Contractor shall not be responsible for damage or liability resulting from (i) a product becoming adulterated or misbranded after such product has left Contractor's control, (ii) the PSJPC's refusal to cooperate with Contractor in the investigation or defense of a claim covered hereunder, (iii) PSJPC agreeing to settle a claim covered hereunder without Contractor's written consent, or (iv) products being resold by the PSJPC other than in the ordinary course of business.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless PSJPC and its agents, employees, or officials.

21. Independent Capacity of the Contractor. The relationship between the PSJPC and Contractor created by this Contract shall be that of a principal and an independent contractor. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the parties. The Contractor and his/her employees or agents performing under this Contract shall not be employees or agents of the PSJPC and shall have no authority to bind PSJPC in any way. The Contractor will not hold itself out as nor claim to be an officer or employee of the PSJPC by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work to be performed hereunder in connections with Contractor's delivery of products and services to the PSJPC will be solely with the Contractor. The Contractor shall not be eligible to participate in any employee pension, health, or other fringe benefit plans of the PSJPC. The PSJPC shall not be responsible for, and shall not withhold or pay any federal, state, or local income tax, nor payroll tax of any kind, on behalf of the Contractor. Contractor shall be responsible for the filing and payment of all income related taxes associated with all compensation paid to Contractor under this Contract.

22. Insurance.

a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes Contractor's purchase of industrial insurance coverage for the Contractor's employees, which shall be solely the responsibility of Contractor, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontract retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to:

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the PSJPC, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the PSJPC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the PSJPC for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, the cost of effecting coverage on behalf of such employees, and any legal fees incurred in the enforcement of this provision. Any amount owed the PSJPC by the Contractor pursuant to the indemnity may be deducted from any payments owed by the PSJPC to the Contractor for the performance of this Contract at PSJPC's sole discretion.

b. **Automobile Insurance.** In the event that services delivered pursuant to this Contract involve the use of vehicles, owned or operated by the Contractor, its officers, employees or agents, Contractor shall maintain automobile liability insurance as set forth herein. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- c. **Business Automobile Insurance.** In the event that services performed under this Contract involve the use of vehicles or the transportation of clients, Contractor shall maintain automobile liability insurance as set forth herein. If personal vehicles owned by Contractor are used, Contractor shall maintain a Business Automobile policy covering a minimum Code 2 "owned autos only." If vehicles owned by Contractor's officers, employees, or agents are used, the Contractor maintain a Business Automobile policy that also includes Code 9, coverage for "non-owned autos." The minimum limits for such Business Automobile policy shall be:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- d. **Public Liability Insurance.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the PSJPC, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
General Aggregate Limits (other than products completed operations)	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

- e. **Additional Insured.** The PSJPC shall be specifically named as an additional insured on all policies described herein except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. The PSJPC may waive this requirement at its sole discretion. Policies and certificates of insurance shall include the contract reference number.
- f. **Proof of Insurance.** Certificates and or evidence satisfactory to the PSJPC confirming the existence, terms and conditions of all insurance required above shall be delivered to the PSJPC within five (5) days of the Contractor's receipt of Authorization to Proceed.
- g. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at the PSJPC's option. By requiring insurance herein, PSJPC does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the PSJPC in this Contract.

Contractor shall include all subcontractors as insureds under all required insurance policies or shall furnish proof of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

23. Licensing and Accreditation Standards. The Contractor shall comply with all applicable local, state, and Federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Contract.

24. Limitation of Authority. Only the PSJPC or the PSJPC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the PSJPC.

25. Non-Discrimination. The Contractor shall comply with all the Federal and state nondiscrimination laws, regulations and policies, which are otherwise applicable to the PSJPC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. The Contractor shall notify the PSJPC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the PSJPC.

26. Commodity accounts of member districts. Contractor shall refund to PSJPC member districts the full amount of any commodity balance left at the contractor due to production or other contractor issues such that member districts are unable to buy products to bring down their diverted commodities prior to June 30th of each year. If Contractor fails to make a prompt refund, PSJPC districts may charge Contractor one percent (1%) per month on the amount due until paid in full.

27. Payments. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by either the PSJPC awarded distributor or a member district. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract under the "Duties of the PSJPC" clause.

All expenses necessary to the Contractor's performance of this Contract not specifically mentioned in the Contract shall be borne in full by the Contractor.

28. Public Disclosure. Contractor acknowledges that the PSJPC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Contract shall be a public

record as defined in 42.56 RCW. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the PSJPC shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the PSJPC will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the PSJPC will release the requested information on the date specified.

29. Publicity. The Contractor agrees to submit to the PSJPC for its advance review and approval all planned or prospective advertising or publicity matters and materials relating to this Contract ("Publicity Matters") which may, in the PSJPC's sole judgment, explicitly or implicitly mention PSJPC's name discloses PSJPC's involvement in the contract. The Contractor agrees not to publish or use such Publicity Matters without the prior written consent of the PSJPC.

30. Registration with Department of Revenue. The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

31. Records Maintenance. The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein ("Contract Records"), including but not limited to those generated under accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period to include the Term of this Contract and an additional six (6) years following the date of final payment made hereunder. At no additional cost, to PSJPC, such Contract Records, including materials generated pursuant to the terms of the Contract, shall be subject at all reasonable times to inspection, review or audit by the PSJPC, personnel duly authorized by the PSJPC, the Office of the State Auditor, and such Federal and state officials as are so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the Contract Records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

32. Right of Inspection. The Contractor shall provide right of access to its facilities to the PSJPC or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the PSJPC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

33. Severability. The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

34. Site Security. While on any PSJPC member district or distributor premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

35. Subcontracting. Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the PSJPC. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all subcontracts so approved by the PSJPC. In no event shall the existence of any subcontract operate to release or reduce liability of the Contractor to the PSJPC for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

If, at any time during the progress of the work, the PSJPC determines in its sole judgment that any subcontractor is incompetent, the PSJPC shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by the PSJPC of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the PSJPC.

36. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

37. Termination for Convenience. Except as otherwise provided in this Contract, the PSJPC or PSJPC's Designee may, by ten (10) days written notice, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, the PSJPC shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of such termination.

38. Termination for Default. In the event the PSJPC determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, each such instance referred to herein as a "Default", the PSJPC has the right to suspend or terminate this Contract. The PSJPC shall notify the Contractor in writing of the need to take corrective action to cure the Default. If such corrective action is not taken within thirty (30) days after delivery of such notice, the Contract may be terminated. The PSJPC reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged Default and pending corrective action by the Contractor or a decision by the PSJPC to terminate the Contract. In the event of termination pursuant to this Section 38, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract ("Replacement Contract") for any third party to provide to the PSJPC the services to be provided by Contractor hereunder and all administrative costs directly related to the Replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" as described in Section 37 if it is determined that the Contractor: (1) was not in Default; or (2) failure to perform was outside of Contractor's control, fault or negligence. The rights and remedies of the PSJPC provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

39. Termination Due to Funding Limitations or Contract Renegotiation, Suspension. In the event funding from state, Federal, or other sources is withdrawn, reduced, or limited in

any way after the Effective Date of this Contract and prior to normal completion of this Contract, with the notice specified below and without liability for damages:

- a. At PSJPC's discretion, the PSJPC may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At PSJPC's discretion, the PSJPC may give written notice to Contractor to suspend performance when PSJPC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When PSJPC determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.
 - (3) Upon the receipt of notice under Section 39 b. (2) above, if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to PSJPC and date acceptable to the PSJPC cannot be negotiated, PSJPC may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. PSJPC shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. PSJPC may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. PSJPC shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to PSJPC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

40. Termination Procedure. Upon termination of this Contract, the PSJPC may, in addition to enforcement of other rights provided under this Contract, require the Contractor to deliver to the PSJPC awarded distributor or member districts any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The PSJPC awarded distributor or member districts shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the PSJPC and the amount agreed upon by the Contractor and the PSJPC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the PSJPC, and (d) the protection and preservation of the property, unless the termination is for a Default, in which case the PSJPC shall determine the extent of the liability pursuant to the terms of this Contract. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. The PSJPC may withhold from any amounts due to the Contractor such sum as the PSJPC determines hereunder to be necessary to protect the PSJPC against potential loss or liability.

The rights and remedies of the PSJPC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the PSJPC, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Assign to the PSJPC, in the manner, at the times, and to the extent directed by the PSJPC, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the PSJPC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the PSJPC to the extent the PSJPC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the PSJPC and deliver, in the manner, at the times and to the extent as directed by the PSJPC, any property which, if the Contract had been performed pursuant to its terms, would have been required to be furnished to the PSJPC;
- f. Complete performance of such part of the work not terminated by the PSJPC; and
- g. Take such action as may be necessary, or as the PSJPC may direct, for the protection and preservation of the property related to this Contract which, in is in the possession of the Contractor and in which the PSJPC has or may acquire an interest.

41. Treatment of Assets. Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this Contract with monies paid by the PSJPC member districts ("Contract Assets") shall vest in the PSJPC member district, except for supplies consumed in performing this Contract. The Contractor shall (1) maintain a current inventory of all Contract Assets or other property of PSJPC in its possession or control; (2) label or otherwise designate in its records all such Contract Assets or property as owned by PSJPC and, (3) surrender Contract Assets or other property of PSJPC and title thereof to the

PSJPC member district without charge prior to settlement upon completion, termination or cancellation of this Contract.

Any property of the PSJPC member districts furnished to the Contractor shall, unless otherwise provided herein, or approved by the PSJPC in writing, be used only for the performance of the Contract.

The Contractor shall be responsible for any loss or damage to property of the PSJPC member districts which results from the negligence of the Contractor or which otherwise results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any Contract Assets or other property of PSJPC in Contractor's possession or control is lost, destroyed, or damaged, the Contractor shall notify the PSJPC and take all reasonable steps to protect such Contract Assets or property from further damage.

All reference to the Contractor under this clause shall include Contractor's employees, agents and subcontractors.

- 42. Waiver.** A failure by either part to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.
- 43. Notices.** Except as otherwise provided in the Contract, any notice or other communication required or which may be given thereunder shall be in writing and shall be delivered personally, by e-mail (with confirmation of receipt), or sent by express mail (via a nationally recognized courier, including Federal Express) or regular mail, postage prepaid, and shall be deemed given when so delivered personally, upon the sending of an e-mail (with confirmation of receipt) or, if mailed, one (1) day after the date of express mailing or three (3) days after the date of regular mailing.

Attachment A: Delivery Specifications

- PSJPC_RFP#3-202526_Appendix 1

Attachment B: US Food Service Request for Proposal

- Combined US Foods – PSJPC RFP#3-202526 Final_12.16
- US Foods Executive Summary
- US Foods Final Pricing File – PSJPC Attachment T
- US Foods Responses to Puget Sound Joint Purchasing Cooperative RFP
- US Foods Return Policy
- US Foods Evidence of Liability
- US Foods Food Safety Letter
- US Foods IFS Certification
- US Foods Product Recall & Recovery Process Overview
- US Foods Reporting Samples – Business Analytics
- USF COI






Contractual Agreement_US Food Service_2026-27_5.15.26_USF Final signed

Final Audit Report

2026-05-20

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