

PROCUREMENT REVIEW PACKET

**Processing: USDA Commodity Mozzarella
Cheese Products
Bid – RFP#1- 202425**

Independent Cost / Price Analysis (Prepared Prior to Solicitation)

Category	Amount
Total Cases (2024-25 Usage)	136,600
Estimated Contract Value	\$8,440,668
Average Cost per Case	\$61.79

This independent estimate was developed prior to receipt of bids or proposals based on historical 2023-24 usage and expenditure data, in accordance with 2 CFR 200.324.

Supporting Documentation Included in This Packet:

- Affidavit of Publication – Distributor Bid (September 2024)
- USDA Donated Commodity Processed Mozzarella Cheese Products RFP#1-202425
- Bid Financial & Fee Analysis (12-12-2024)
- Comparison of Bids Received RFP#1-202425 Award Final
- Award – Albies RFP #1-202425 (7-1-2025 to 6-30-2026)
- Award – ConAgra RFP #1-202425 (7-1-2025 to 6-30-2026)
- Award – Nardone RFP #1-202425 (7-1-2025 to 6-30-2026)
- Award – S&F Foods RFP #1-202425 (7-1-2025 to 6-30-2026)
- Award – Schwans RFP #1-202425 (7-1-2025 to 6-30-2026)
- Renewal – Albies RFP #1-202425 (7-1-2026 to 6-30-2027)
- Award – ConAgra RFP #1-202425 (7-1-2026 to 6-30-2027)
- Award – Nardone RFP #1-202425 (7-1-2026 to 6-30-2027)
- Award – S&F Foods RFP #1-202425 (7-1-2026 to 6-30-2027)
- Award – Schwans RFP #1-202425 (7-1-2026 to 06-30-2027)
-

STATE OF WASHINGTON -- KING COUNTY

--88.

431919

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.

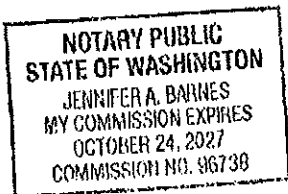
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:CHEESE PRODUCTS

was published on

09/23/24 09/30/24

The amount of the fee charged for the foregoing publication is the sum of \$219.80.



Subscribed and sworn to before me on
09/30/2024

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

**Puget Sound
Joint Purchasing
Cooperative
Processed USDA
Commodity Mozzarella
Cheese Products
Proposals Due: October 31**

**Puget Sound Joint
Purchasing Cooperative
Processed USDA Commodity
Mozzarella Cheese Products
and Commercial Equivalents
RFP # 1-202425**

REQUEST FOR PROPOSALS

Sealed Bids are being solicited by the Puget Sound Joint Purchasing Cooperative for Processed USDA Commodity Mozzarella Cheese Products and Commercial Equivalents: RFP #1-202425 at 2661 N Pearl Street, #139, Tacoma, Washington 98407. Due date is Thursday, October 31, 2024 at 3:00 PM PDT. Bids must be returned via email to mark.campbell@puget-soundcoop.org, bids@pugetsoundcoop.org.

Interested parties are invited to contact Mark Campbell at mark.campbell@pugetsoundcoop.org or 425-760-6085 for proposal form packet and detailed specifications. 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, September 23 and 30, 2024.

9/30(481919)

PUGET SOUND JOINT PURCHASING ASSOCIATION
(DBA PUGET SOUND JOINT PURCHASING COOPERATIVE - PSJPC)

REQUEST FOR PROPOSALS (RFP)

RFP NO. 1-202425

**PROJECT TITLE: Proposals for Processed Donated USDA Mozzarella Cheese & Commercial
Equivalents**

RFP's ACCEPTED UNTIL: 3:00 p.m., Pacific Daylight Time (PDT) on Thursday, October 31, 2024

ESTIMATED CONTRACT PERIOD: July 1, 2025 – June 30, 2026 and based upon mutual agreement, may be renewed for four (4) additional one year periods. Amendments extending the period of performance, if any, shall be at the sole discretion of PSJPC.

CONSULTANT ELIGIBILITY: This solicitation is open to those Consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

SUBMIT PROPOSAL TO: mark.campbell@pugetsoundcoop.org

Proposals MUST be Delivered via Email
mark.campbell@pugetsoundcoop.org

FAXED PROPOSALS WILL NOT BE ACCEPTED

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on PSJPC. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

This RFP is available by contacting the Puget Sound Joint Purchasing Cooperative (PSJPC) Executive Director, Mark Campbell at mark.campbell@pugetsoundcoop.org. All RFP amendments and/or vendor/manufacture questions and answers will be posted to the Puget Sound Joint Purchasing Cooperative "Vendor Access – Bids" shared drive under "PSJPC Mozzarella Bid-2024" tab. All interested Consultants should notify our RFP coordinator that you would like to be included in our email list.

PSJPC, and its contractors and subcontractors, must not discriminate in any programs or services based on sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal by a person with a disability, and must comply with state and federal nondiscrimination laws, including Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and Title VI of the Civil Rights Act of 1964, and Executive Order 11375. Questions and complaints of alleged discrimination should be directed to the Equity and Civil Rights Director at 360-725-6162/TTY: 360-664-3631; or P.O. Box 47200, Olympia, WA 98504-7200; or equity@k12.wa.us.

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SEPARATE ATTACHMENTS

- Appendix A: PSJPC Protest Procedure
- Appendix B: Bidders Authorized Offer – Signatures
- Appendix C: Bidders Profile
- Appendix D: Specifications
- Appendix E: Price Worksheet

Section A. INTRODUCTION

A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

Agency or PSJPC – The Puget Sound Joint Purchasing Cooperative and the entity issuing this RFP.

Amendment – A unilateral change to the Solicitation that is issued by PSJPC at its sole discretion and posted to Puget Sound Joint Purchasing Cooperative “Vendor Access – Bids” shared drive under “PSJPC Mozzarella Bid-2024.”

Apparent Successful Vendor (ASV) – A Bidder submitting a response to this Solicitation that is evaluated and is identified and announced by PSJPC as providing the best value to the Agency. Upon execution of a Contract, the ASV is referred to as the successful Bidder or the Contractor.

Bid – An offer, proposal, or quote for goods or services submitted in response to this RFP.

Bidder – Individual organization, public or private agency submitting a proposal in order to attain a contract with PSJPC. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

Competitive Solicitation – A documented formal process providing an equal and open opportunity to Bidders or Consultants culminating in a selection based on predetermined criteria.

Complaint – A process that may be followed by a Consultant prior to the deadline for proposal submission to alert PSJPC of certain types of asserted deficiencies in the Solicitation.

Consultant – Individual organization, public or private agency submitting a proposal in order to attain a contract with PSJPC. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

Contractor – Individual or company whose proposal has been accepted by PSJPC and is awarded a fully executed, written contract.

Debriefing – A short meeting an unsuccessful Bidder may request with the RFP Coordinator following the announcement of the Apparent Successful Bidder for the purpose of receiving information regarding the review and evaluation of that Bidder’s Response.

NPA – National Processing Agreement for processing of USDA commodities.

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

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

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

Protest – A process that may be followed by a Bidder after the announcement of the Apparent Successful Bidder to alert PSJPC to certain types of alleged errors in the evaluation of the Solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

RCW – The Revised Code of Washington.

Responsible Bidder – An individual, organization, public or private agency, or other entity that has demonstrated the capability to meet all the requirements of the Solicitation and meets the elements of responsibility. (See RCW 39.26.160 (2))

Responsive Bidder – An individual, organization, public or private agency, or other entity who has submitted a Proposal that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.

RFP Coordinator – An individual or designee who is employed by PSJPC and who is responsible for conducting this Solicitation.

Solicitation – A formal process providing an equal and open opportunity for Bidders culminating in a selection based upon predetermined criteria.

Subcontractor – An individual or other entity contracted by a Consultant to perform part of the services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of PSJPC.

Vendor – Individual organization, public or private agency submitting a proposal in order to attain a contract with PSJPC. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

A.2. PURPOSE OF REQUEST FOR PROPOSALS

The Puget Sound Joint Purchasing Cooperative (PSJPC) is initiating this Request for Proposals (RFP) to solicit proposals to establish contracts for the processing of USDA Mozzarella Cheese and commercial equivalents.

A.3. BACKGROUND

This is a bid solicitation for Processed Donated USDA Foods to be used in Child Nutrition programs. The contract purchasers will be with member districts of the PSJPC. Distribution to member districts will be through the current awarded distribution agent of the PSJPC. PSJPC has over 130-member school districts and serves over 66,000,000 meals per school year. PSJPC member districts account for approximately 60% of the participation (ADP) in the State of Washington.

A.4. OBJECTIVE AND SCOPE OF WORK

The intent of this RFP is to capture items manufactured from USDA Commodity Foods by USDA approved processors. Items must be available via Net off Invoice (NOI) or Fee for Service (FFS) through our awarded distributor, currently US Foods (USF). However, Local Education Agencies

(LEA) that have the capacity to receive direct shipments and can meet vendor minimum shipment requirements will be eligible to utilize this agreement for direct shipment.

PSJPC reserves the right to modify this Contract by agreement between PSJPC and the Contractor, so long as such modification is not more than 10% of the estimated Contract value. The awards will be based on the market basket items listed in the Bid Specifications (see Appendix D). Member districts that divert commodities to an awarded vendor may use entitlement value for any of that manufacturer's products that are on a National Processing Agreement (NPA) with the USDA and approved by the State of Washington. Awarded contractors must provide bid pricing on all NPA products using the commodity diverted for the contract period.

OSPI Food Distribution will allocate the USDA Foods to be used in the manufacturing process.

A.5. BIDDER QUALIFICATIONS

All vendors for School Year 2024-2025 shall be approved for processing by USDA with a National Processing Agreement (NPA) and a USDA approved In-State processor agreement for the State of Washington. Either agreement must be on file and approved by OSPI (Exhibit F). Vendor must have an established contract with either K12Foodservice or Processor Link to track entitlement balances.

PSJPC reserves the right to reject proposals submitted by any source other than the above mentioned.

A.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on July 1, 2025 and end on June 30, 2026. The option to extend any contract resulting from this procurement shall be at the sole discretion of PSJPC.

As such, PSJPC reserves the right to amend to extend the contract for four (4) additional contract years through 2026-2027, 2027-2028, 2028-2029 and 2029-2030 unless an emergency exists and/or special circumstances require a partial term extension. Decision to amend shall be based on sustained satisfactory performance, successful completion of project objectives, and availability of funding as decided by the PSJPC's designee.

Successful Vendors shall be required to attend the Annual food shows in conjunction with OSPI, WSNA, SNA or PSJPC meetings as requested. Additional services that are appropriate to the scope of this RFP, as determined by PSJPC, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

A.7. FUNDING

PSJPC has estimated that the total number of pounds of USDA Commodity Mozzarella Cheese to be diverted into various products is 650,000 pounds with a contract value of this RFP is approximately seven million (\$7,500,000) dollars. Products will be ordered either through our awarded distributor or directly by member districts.

A.8. SPECIFICATIONS

See Appendix D for guidelines on Specifications. Should any additional federal or governing agency regulations be imposed affecting the processing of USDA Commodity products, PSJPC retains the option to amend specifications to meet the additional requirements.

A.9. PAYMENT TERMS

Items shipped to our distributor will be paid for by the PSJPC awarded distributor. Member districts requesting direct delivery from manufacturer, will issue a purchase order for payment. Direct shipments should be the vendors most favorable terms and FOB destination. Payment terms shall not be less than 30 days net unless prompt payment discount is offered and accepted. Proposals shall include Vendor's most favorable and competitive cost estimate.

A.10. AMERICANS WITH DISABILITIES ACT

PSJPC complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposal in an alternative format.

A.11. BUY AMERICAN

Bidders will comply with the Buy American Provision, which dictates that Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US. (7CFR 250.23 (a)(b), 250.17 (e)), (7CFR 210.21 (d)).

A.12. FEDERAL RESTRICTIONS ON LOBBYING

The Bidder must certify by signing and submitting the Bidder's Authorized Offer page of this RFP with submission of its Proposal, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., (2CFR 200.326 (i)), 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.

A.13. DEBARMENT AND SUSPENSION

The Bidder certifies, by submission of this Proposal, that neither it nor its "principals" (as defined in 49 CFR 29.105 (p), 2CFR 200.326 (h), and RCW 39.26.200 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Agency or State of Washington agency.

A.14. FOOD SAFETY/REGULATIONS

Proposer shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state and local authorities. Proposer must be in compliance with all USDA HACCP laws. District officials may inspect Vendor's facilities for the above compliances. Upon request from District, Vendor shall provide:

- Letter of guarantee of compliance with food laws.
- Latest facility inspection forms and comments from applicable federal, state, and local agencies.
- Procedures for food safety and sanitation, including procedures used for product holds

A.15. PRODUCT RECALLS

If a product recall is instituted on an item that has been furnished and delivered to school site locations, the Vendor must immediately notify the Nutrition Services Department along with the PSJPC Executive Director with all pertinent information regarding the recall

Section B. GENERAL INFORMATION FOR BIDDERS

B.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in PSJPC for this procurement. All communication between the Consultant and PSJPC upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name:	Mark Campbell, Executive Director
Address:	2661 N Pearl Street, #139 Tacoma, WA 98407
Email Address:	mark.campbell@pugetsoundcoop.org

All communications concerning this RFP must be directed only to the RFP Coordinator noted in Section B.1. Questions and/or inquiries must be sent via email and should include the RFP number. Bidders/Vendors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator will be considered unofficial and non-binding on PSJPC, and may result in disqualification of the Bidders/Vendors

B.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES *

Item	Action	Date
1.	PSJPC issues RFP	9/30/2024
2.	Question and Answer period	10/3/2024 to 10/22/2024
3.	PSJPC posts final Question and Answer Addendum or Amendment (if necessary)	10/22/2024
4.	Complaints due	10/24/2024
5.	Proposals due by 3 p.m. Pacific Daylight Time (PDT)	10/31/2024
6.	PSJPC conducts evaluation of written proposals	11/13/2024
7.	PSJPC Taste Test event for all vendors bid items not currently awarded on a PSJPC Bid. Samples from vendors to be sent to PSJPC site as directed by PSJPC Board or RFP Coordinator.	10/10/2024
8.	PSJPC announces "Apparent Successful Vendor(s)" and sends notification to unsuccessful Vendor(s)	11/21/2024
9.	PSJPC conducts debriefing conferences (if requested)	11/29/2024
10.	Contract negotiation begins	12/4/2024
11.	**Goal is to execute contract by January 15, 2025** Anticipated contract start date	07/01/2025

- PSJPC reserves the right to revise the above schedule.

B.3. PROPOSER COMMUNICATION RESPONSIBILITIES

Proposers will be responsible for communicating to the RFP Coordinator any issues, questions, additions or omissions concerning the solicitation during the question and answer period. Where requirements appear to prohibit or restrict bidder's participation, an explanation of the issue with suggested alternative language should be submitted via email to the RFP Coordinator by the deadline for Proposer Questions, Comments, and Complaints, consistent with Section B2, "Estimated Schedule of Procurement Activities". The solicitation process may continue. If changes result, written amendments will be made by the RFP Coordinator and provided to vendors as requested.

B.4. COMPLAINT PROCEDURE

The complaint process is available to Consultants interested in this RFP. The complaint process allows Consultants to focus on the Solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow PSJPC to correct a problem before proposals are submitted and time expended on evaluations.

A Consultant may submit a complaint based on any of the following:

- The Solicitation unnecessarily restricts competition;
- The Solicitation evaluation or scoring process is unfair or flawed; or
- The Solicitation requirements are inadequate or insufficient to prepare a proposal.

Consultants may submit complaints up to five (5) business days prior to the Proposal due date noted in the Estimated Schedule of Procurement Activities. However, Consultants are encouraged to submit complaints as soon as possible so PSJPC can rectify the issue(s) early in the process. Complaints must be submitted to the RFP Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.
- Submitted via email to the RFP Coordinator

Complaints not received by the deadline indicated in the Estimated Schedule of Procurement Activities, will not be reviewed by PSJPC. Vendors who fail to raise a complaint at this stage may waive its right for later consideration.

The RFP Coordinator and PSJPC Executive Board will review valid complaints and respond to the petitioner in writing. PSJPC will consider all complaints but is not required to adopt a complaint, in part or in full. PSJPC's response to the complaint is final and not subject to appeal. The response, and any changes to the RFP, will be posted on the PSJPC "shared drive" and sent to the prospective vendors prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

B.5. SUBMISSION OF PROPOSALS

Vendors shall submit proposals as an attachment to an email addressed to the RFP Coordinator, mark.campbell@pugetsoundcoop.org, as indicated in Section B.1. ***Proposals must be received by the RFP Coordinator by 3:00 p.m. (PDT) on Thursday, October 31, 2024.*** The RFP number must be noted in the email subject line. Attachments to the email shall be a Microsoft Word or Portable Document Format (PDF) document. Zipped files may be received by PSJPC and can be used for submission of proposals. PSJPC does not assume responsibility for any problems with the electronic delivery of materials.

Proposals not received by the deadline will not be reviewed. Late proposals will not be accepted and will be automatically disqualified from further consideration. Proposals must respond to the procurement requirements. Referring to material presented elsewhere is not considered a response. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of PSJPC and will not be returned.

B.6. WITHDRAWAL/MODIFICATION

Vendors are liable for all errors or omissions contained in their Responses. The Vendor may modify or withdraw his/her Proposal at any time prior to the due date and time set for Proposal opening by providing a written request to the RFP Coordinator from an authorized representative of the Vendor.

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

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

B.7. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Your entire response to this RFP is a public record and will be disclosed consistent with the Public Records Act, 42.56 RCW.

B.7.i. CONFIDENTIAL DOCUMENTS

For the purposes of this RFP, do not include confidential or proprietary information unless specifically requested by PSJPC.

If PSJPC requests confidential or proprietary information, you must clearly print the word "Confidential" on the lower right-hand corner of each page containing the confidential or proprietary information.

B.7.ii. PUBLIC RECORDS REQUESTS

If a public records request seeks your proposal and the proposal contains pages clearly marked "Confidential", PSJPC will take the following steps:

- i. We will notify you. We will identify the requestor and the date that PSJPC will disclose the requested records.

- ii. We will give you an opportunity to seek a court order to stop PSJPC from disclosing the records.
- iii. We will not evaluate or defend your claim of confidentiality. We will not withhold or redact your documents without a court order.

Refer questions to the RFP Coordinator.

B.8. ADDENDUMS AND AMENDMENTS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, an addendum or an amendment will be published on the "Vendor Access – Bids" shared drive "PSJPC Mozzarella Bid - 2024." For this purpose, the published Consultant questions and PSJPC answers, and any other pertinent information, shall be considered an addendum to the RFP. Additionally, all addenda referred to above will be released on to the "PSJPC Mozzarella Bid - 2024" shared drive. It will be the responsibility of interested Consultants to check the "Vendor Access – Bids" shared drive "PSJPC Mozzarella Bid - 2024" periodically for addenda and amendments to the RFP.

B.9. SMALL BUSINESS, MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this RFP or on a subcontractor basis. For more information on certification, contact the Washington Office of Minority and Women's Business Enterprises.

43.60A.200 encourages the participation of Veteran and Service Member Owned Businesses certified by the Washington State Department of Veterans Affairs RCW 43.60A.195. For more information on certification, contact Washington State Department of Veteran Affairs.

Additionally, per Department of Enterprise Services Policy, encourages state agencies to buy from in-state small business, including microbusinesses and mini-businesses.

However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

Vendors who meet criteria set forth in chapter 39.19 RCW should complete and submit the *Business Enterprise Certification Form* with the *Contractor Intake Form* (Exhibit E).

B.10. ETHICS, POLICIES, & LAW

This RFP, the evaluation of proposals, and any resulting contract shall be made in conformance with applicable Washington State laws and Policies.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirement prior to submitting a proposal. Bidders shall indicate on their *Contract Intake Form* any current or former state employees who are employed by, or subcontracted with Bidder.

B.11. ACCEPTANCE PERIOD

Proposals must provide sixty (60) days for acceptance by PSJPC from the due date for receipt of proposals.

B.12. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP. PSJPC may reject a Proposal as nonresponsive at any time for any of the following reasons:

- Incomplete Response
- Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this document and Exhibit B, Sample Contract, except as permitted in an amendment to this Solicitation
- Failure to meet the minimum Proposer qualifications or to comply with any requirement set forth in this RFP, including Attachments
- Submission of incorrect, misleading or false information
- History of prior unsatisfactory contractual performance.

The RFP Coordinator may contact any Bidder for clarification of the Proposal. If a proposal is deemed non-responsive, it shall be removed from consideration. Bidders whose proposals are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing.

If a proposal meets all administrative and Bidder qualification requirements and submittal instructions, PSJPC shall continue with the written evaluation and, if applicable, the oral evaluation.

PSJPC reserves the right at its sole discretion to waive minor administrative irregularities.

B.13. MOST FAVORABLE TERMS

PSJPC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. PSJPC reserves the right to contact a Bidder for clarification of its proposal.

The Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Bidder's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to PSJPC.

B.14. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Vendor will be expected to enter into a contract which is substantially consistent with the same the sample contract and its General Terms and Conditions. In no event is a Bidder to submit its own standard contract terms and conditions in response to this RFP. The Bidder may submit exceptions as allowed in the Certifications and Assurances. PSJPC will review requested exceptions and accept or reject the same at its sole discretion.

Should contract negotiations fail to be completed within two (2) weeks after initiation, the PSJPC may immediately cease contract negotiations, declare the Bidder with the next highest score as the new Apparent Successful Vendor (per specification item), and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Bidder remain.

B.15. COSTS TO PROPOSE

PSJPC will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, in conducting a presentation, or any other activities related to responding to this RFP.

B.16. NO OBLIGATION TO CONTRACT

This RFP does not obligate PSJPC to contract for services specified herein. PSJPC also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

B.17. REJECTION OF PROPOSALS

PSJPC reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

B.18. ESTIMATED USAGE

Quantities indicated in Appendix E (in the Price Worksheet) are provided solely for the purpose of assisting Contractors in preparing their Response Documents as these are the only items that will be included in the overall pricing evaluation. Orders will be placed only on an as needed basis. Estimated usage data as stated herein shall not bind the PSJPC to purchase of said quantities. Usage estimates are based strictly upon historical data and may not reflect future requirements. Usage estimates reflect item quantities received through OSPI Donated Foods and/or items purchased through USF (US Foods) or any successor PSJPC vendor. The PSJPC does not represent or guarantee any minimum, and/or maximum purchase.

B.19. INSURANCE COVERAGE

The Apparent Successful Vendor must comply with the insurance requirements identified in the General Terms and Conditions. The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to PSJPC within fifteen (15) days of the contract effective date.

Section C. PROPOSAL CONTENTS

Proposals must be formatted to print on eight and one-half by eleven (8 ½ x 11) inch paper size with individual sections clearly identified. Documents submitted (Nutrition fact sheets, SEPDS, etc.) are to be ADA Compliant (preferred). The Letter of Submittal, excluding the signed Certifications and Assurances and Contractor Intake Form, shall be a maximum of one (1) page. The four (4) major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal including signed:
 - a. Certifications and Assurances, Buy American, Lobbying and Debarment Forms
 - b. Contractor Intake Form
2. Vendor Profile and References
3. Qualification Affirmations
4. Polychlorinated Biphenyls Certification
5. Cost Proposal/Price Worksheet
6. Proposal Checklist

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

C.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal, the attached Certifications and Assurances, Buy American, Lobbying and Debarment forms (Exhibit A), and the attached Contractor Intake Form must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship).

Along with introductory remarks, please attach to the Letter of Submittal the following information about the Consultant and any proposed subcontractors:

1. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.);
2. Location of the facility from which the Consultant would operate; and
3. A detailed list of all materials and enclosures included in the Proposal.

C.2. VENDOR PROFILE/REFERENCES (SCORED)

A. Project Management

1. **Management Team** – Provide a description of the proposed management team structure to be used during the course of the potential contract term, including any subcontractors.

2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel.

B. Experience of the Vendor

Include other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract.

C. References

In Exhibit D, Vendor Profile and References, list names, addresses, telephone numbers, fax numbers and email addresses of three current (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFP, the vendor and team members grant permission to PSJPC to contact these references and others, who from PSJPC's perspective, may have pertinent information. PSJPC may or may not, at PSJPC's discretion, contact these references or others. Do not include current PSJPC staff or Board Members as references.

D. Past Performance

Provide information regarding past performance by indicating if the Vendor has received notification of contract breach in the past five (5) years. This does not lead to automatic disqualification. However, PSJPC reserves the right to disqualify Vendor proposals based on the Vendor's historical performance.

E. Tracking of Entitlement Balances

Tracking of commodity balances via K12Foodservice or ProcessorLink is mandatory. Indicate which software your company uses.

C.3. COST PROPOSAL

A. Proposal Pricing

Proposal prices must include all cost components needed for the delivery of the Processed Donated USDA Foods as described in this Solicitation document. All proposal pricing is to include FOB Destination (freight prepaid) to any location within the State of Washington.

Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

Pricing must include all discounts. Discounts/deviations in pricing must be for the described processed items. Discounts/deviations in pricing must be for both commercial and processed items.

PSJPC makes no volume commitment in this solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this solicitation.

B. Price Sheet (SCORED)

Vendor shall extend unit pricing (cost per serving) as required. In the event of an error in the extension of prices, the unit pricing (cost per serving) shall prevail. Prices shall include all associated costs (e.g. brokerage, transportation, freight, or other fees, etc.). Prices are in US dollars. Vendor must complete Appendix E, Price Worksheet.

C. Price Adjustments

Contractor requests for adjustments in pricing will be considered at sole discretion of PSJPC and must be documented and referenced to Producer's Price Index increases. Any increase requests shall not exceed CPIU Seattle.

D. Shipping Terms

All goods will be shipped Freight on Board (FOB) destination, freight prepaid and included in unit pricing.

E. Samples

PSJPC reserves the right to ask for samples at Vendor's expense.

All samples provided to PSJPC shall be identical to products quoted by Vendor and shall be labeled with Vendor's name, stock number, proposal number, and solicitation line item number on the outside of each case. All samples are an express warranty, which shall also apply to all products provided under this contract. Vendors failing to comply with this requirement may have their proposal rejected or contract terminated.

Products included in the bid response, that are not already currently awarded on a PSJPC Bid should be provided with manufacturer representation for the Taste Testing outlined on the schedule of procurement activities. Failure to provide requested samples for the Taste Testing may result in proposal rejection. Samples will be considered property of the PSJPC and will not be returned.

F. Use of Subcontractors

Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

PSJPC may accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendor must state whether Subcontractors are/are not being used.

If applicable, Vendor 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.

PSJPC reserves the right to approve or reject any and all Subcontractors the Vendor proposes.

G. Required Processing Reports to PSJPC

All contracted vendors will use either K12Foodservice or ProcessorLink to track member districts' commodity balances and ensure that they are updated on a timely basis.

Section D. EVALUATION AND CONTRACT AWARD

D.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by PSJPC, which will determine the ranking of the proposals.

D.2. AWARD CRITERIA

The Award will be based on the total evaluation points by item and the Vendor's ability to meet the required product specifications listed in the proposal including past performance and reference responses. Total acquisition cost includes, but is not limited to, price, delivery, service, contract administration and terms of payment. Vendor will indicate each cost for items shown in Appendix E Price Worksheet.

Contract award shall be made to the Highest Scored Responsive and Responsible Vendor based on the evaluation and award criteria established herein and subject to consideration of all factors identified in RCW 43.19.1911. PSJPC may award line items to multiple vendors. Vendors whose proposals are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.

Subject to the provisions of RCW 43.19.1911 and Chapter 236-48 WAC, PSJPC reserves the right to: (1) Waive any informality; (2) Reject any or all Proposals, or portions thereof; (3) Accept any portion of the items proposed unless the Vendor stipulates all or nothing in their Proposal; (4) Cancel a solicitation and re-solicit Proposals; (5) Negotiate with the lowest Responsive and Responsible Vendor to determine if the proposal can be improved for the Purchaser; (6) Award in aggregate when in the best interest of PSJPC.

In the event an awarded contractor cannot fulfill purchase orders submitted, PSJPC reserves the right to re-award a contract to the next highest scored Vendor.

D.3. EVALUATION PROCESS AND SCORING

The following points will be assigned to the proposals for evaluation purposes.

A. Initial Determination of Responsiveness

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in herein. Evaluation teams will only evaluate Responses meeting these requirements.

1. Letter of Submittal including signed:
 - a. Certifications and Assurances, Buy American, Lobbying and Debarment Forms
 - b. Contractor Intake Form
2. Vendor Profile and References
3. Qualification Affirmations
4. Polychlorinated Biphenyls Certification

5. Cost Proposal/Price Worksheet
6. Proposal Checklist

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.

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

B. Responsiveness Evaluation

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

Pursuant to RCW 43.19.1911 (9), in determining Vendor responsibility, the following elements shall be given consideration:

- a) The ability, capacity, and skill of the Vendor to perform the contract or provide the service required (fulfillment of purchase orders); The quality of performance of previous contracts or services;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor;
- c) Whether the Vendor can perform the contract within the time specified (fulfillment of purchase orders);
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the bidder with laws relating to the contract or services;
- f) Such other information as may be secured having a bearing on the decision to award the contract:

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

C. Scoring

The following criteria describe how the evaluation and award process will be conducted for the Award of the Processed Donated USDA Foods for the Puget Sound Joint Purchasing Cooperative (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 PSJPC to be in the best interest of member districts.

Scores will be totaled by category to determine successful vendor(s). Categories are as follows:

- Breakfast Items
- Bread Sticks
- Pizza: Pockets/Calzones/Empanadas and Quesadillas
- Pizza: French Bread (award to one vendor)
- Pizza: Rectangle (award to one vendor)
- Pizza: Wedge (award to one vendor)
- Pizza: Individual Round 4" to 6" (award to one vendor)
- Pizza: UnCut – 16" Round Multi Cheese (award to one vendor)
- Pizza: UnCut – 16" Round 100% Mozzarella Cheese (award to one vendor)
- Pizza: UnCut – 16" Round Specialty Chicken (award to one vendor)
- Cheese Stuffed Pasta (award to one vendor)

Criteria for scoring shall be:

a) **General Specifications/Nutritionals** – (please see Appendix D, Specifications)
Pass / Fail on listed areas.

b) **Business Stability/References – 15 Points possible**

PSJPC will evaluate all submissions and award points based on reference checks and historical performance of vendor.

c) **Price – 55 Points possible** (scored by PSJPC RFP Coordinator or designee)

Cost per serving and/or cost per ounce will be used in the evaluation process to determine lowest competitive pricing. The scoring chart below will be used for each of the items on this solicitation.

Vendor/Processor	Vendor item ID Code	Description Example: Bread Stick filled or stuffed with cheese	Cost per Serving	Points Awarded
			Lowest cost per/serving	55 pts
			Second lowest cost per serving	50 pts
			Third lowest cost per serving	45 pts
			Fourth lowest cost per serving	40 pts
			Fifth lowest cost per serving	35 pts
			Sixth lowest cost per serving	30 pts
			Seventh lowest cost per serving	25 pts

d) Acceptability – Flavor, Texture, Appearance – 45 Points possible

Select member districts will provide acceptability data. The feedback from LEAs will be combined and assigned the following points:

Vendor/Process or	Vendor item ID Code	Description Example: Bread Stick filled or stuffed with cheese	Taste Testing Acceptability	Points Awarded
			Highest acceptability taste test score	45 pts
			Second highest acceptability taste test score	40 pts
			Third highest taste acceptability test score	35 pts
			Fourth highest acceptability taste test score	30 pts
			Fifth highest taste test score	25 pts
			Sixth highest taste test score	20 pts
			Seventh highest taste test score	15 pts

If two or more vendors' scores are exactly equal, the award will be offered to the vendor whose products are the most advantageous for National School Lunch and School Breakfast Program menu planning purposes.

D. PREFERENCE RELATED TO POLYCHLORINATED BIPHENYLS

Polychlorinated biphenyls, commonly known as PCBs have adverse effects on human health and the environment. Accordingly, The State of Washington through its procurement of goods is trying to minimize the purchase of products with PCBs and to incentivize tis vendors to sell products and products in packaging without them.

Vendors will be required to submit a Contractor Certification Preference (Exhibit G - Polychlorinated Biphenyls Certification) on a yearly basis, prior to contract renewal (July 1). Vendor must ensure the product or products still maintain the same levels of PCBs throughout the term of the contract. A variance of +/- 50% from original results may be allowed. If product(s) is/are found to contain PCBs during the life of the contract, product is subject to removal from the PSJPC approved product list until corrected.

D.4. SELECTION OF APPARENT SUCCESSFUL BIDDER

PSJPC reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of and most advantageous to PSJPC and its members. The selected bidder will be declared the Apparent Successful Bidder (ASB).

The date of announcement of the ASB will be the date the announcement is emailed. The PSJPC will enter into contract negotiations with the ASB. Should contract negotiations fail to be completed within two (2) weeks after initiation, the PSJPC may immediately cease contract negotiations declare the Bidder with the second highest score as the new ASB and enter into contract negotiations with that Bidder. This process will continue until the Contracts are signed or no qualified Bidders remain.

D.5. NOTIFICATION TO BIDDERS

Proposals that have not been selected for further negotiation or award will be notified via email by the RFP Coordinator.

D.6. DEBRIEFING OF UNSUCCESSFUL VENDORS

Upon request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Vendor email is sent to the Consultant. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by the RFP Coordinator and Vendor.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted by virtual conference call and will be scheduled for a maximum of thirty minutes.

Please note, because the debrief process must occur before making an award, PSJPC likely will schedule the Debrief Conference shortly after the announcement of the ASV and the Vendor's request for a Debrief Conference. PSJPC will not allow the debrief process to delay the award. Therefore, Vendors should plan for contingencies and alternate representatives; Vendors who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

D.7. PROTEST PROCEDURE

This protest procedure is available to Bidders who submitted a response to this RFP document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the procurement with the RFP Coordinator. Protests must be submitted by email, and must be followed by an original, signed document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state:

1. The RFP number.
2. The grounds for the protest including specific facts and complete statements of the action(s) being protested. The protesting party may submit with the protest any documents or information deemed relevant.
3. A description of the relief or corrective action being requested should also be included.

All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator/evaluation team;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or PSJPC policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, 2) PSJPC's assessment of its own and/or other agencies needs or requirements, or 3) a complaint raised during the Complaint Procedure.

Upon receipt of a protest, a protest review will be held by PSJPC. The PSJPC Board, RFP Coordinator or a designee who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified.

In the event a protest may affect the interest of another Consultant that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold PSJPC's action; or
- Find only technical or harmless errors in PSJPC's procurement process and determine PSJPC to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide PSJPC options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the RFP document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If PSJPC determines that the protest is without merit, PSJPC will enter into a contract with the Apparent Successful Vendor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

Section E. RFP EXHIBITS

- Exhibit A: Certifications and Assurances, Buy American, Lobbying and Debarment Forms
- Exhibit B: Sample Contract
- Exhibit C: General Terms and Conditions
- Exhibit D: Vendor Profile and References
- Exhibit E: Contractor Intake Form
- Exhibit F: Qualification Affirmations
- Exhibit G: Polychlorinated Biphenyls Certification
- Exhibit H: Proposal Checklist

Separate Attachments

- Appendix A: PSJPC Protest Procedure
- Appendix B: Bidders Authorized Offer – Signatures
- Appendix C: Bidders Profile
- Appendix D: Specifications
- Appendix E: Price Worksheet

EXHIBIT A: CERTIFICATION AND ASSURANCES

Vendor must sign and include the full text of this Exhibit A with their proposal.

Vendor makes the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Vendor declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Vendor may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by PSJPC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) day period.
4. In preparing this proposal, Vendor has not been assisted by any current or former employee of the PSJPC whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Vendor understands that PSJPC will not reimburse Vendor for any costs incurred in the preparation of this proposal. All proposals become the property of PSJPC, and Vendor claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor.
7. Vendor agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Vendor has described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Vendor grants PSJPC the right to contact references and others, who may have pertinent information regarding the Vendor's prior experience and ability to perform the services outlined in this procurement.
10. Vendor acknowledges that if awarded a contract with PSJPC, Vendor is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Vendor agrees to submit additional information about its nondiscrimination policies, at any time, if requested by PSJPC.

11. Vendor certifies that Vendor has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
12. Vendor has not been debarred or otherwise restricted from participating in any public contracts.
13. Vendor certifies that Vendor has not willfully violated Washington State's wage payment laws within the last three (3) years.
14. Vendor acknowledges its obligation to notify PSJPC of any changes in the certifications and assurances above.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

Signature of Vendor	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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18. BUY AMERICAN

Bidder will comply with the Buy American requirement, which dictates that schools participating in the federal school lunch programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51%) using agricultural commodities that are produced in the US (7 CFR 250.33 (a)(b), 250.17 (e)). Awarded Vendor will provide information on products' origin. The distributor will ensure that products offered to PSJPC will be American, to the maximum extent practicable, and marked as American in the ordering system.

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

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

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

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

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

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

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

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

Date _____

Vendor Name _____

Completed By _____

CERTIFICATION REGARDING LOBBYING

(Submit this form attached to your SF-424 proposal)

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Organization Name

Project Name & CFDA Number

Name and Title of Authorized Representative

Signature

Date

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (e) The contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following Unique Identity ID Number: _____.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____

Authorized Signature for Contractor

Printed Name and Title

EXHIBIT B: SAMPLE CONTRACT
(NOT INTENDED FOR COMPLETION, SAMPLE ONLY)

Contract No. _____

between

PUGET SOUND JOINT PURCHASING COOPERATIVE
(hereinafter referred to as PSJPC)
2661 N PEARL STREET, #139
TACOMA, WA 98407

and

[CONTRACTOR NAME]
(hereinafter referred to as Contractor)
[Contractor Address]

Federal Identification #: _____

State of Washington: Unified Business Identifier #: _____

In consideration of the promises and conditions contained herein, PSJPC and Contractor do mutually agree as follows:

I. DUTIES OF THE CONTRACTOR

A. The general objective(s) of this contract is/are as follows:

[A brief description of the agreed upon services will be included here.]

B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the following specific duties to the satisfaction of the PSJPC's designee, [PSJPC RFP Coordinator]:

[A description of the work to be performed by Contractor in detail, including a breakdown of the quantifiable steps or components of what the Contractor is to do will be included here.]

C. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

[Deliverables may be listed here.]

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

II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

No costs shall be incurred under this Contract until fully executed and subsequent to the termination date.

The schedule of performance of Contractor's duties is as follows:
 [start date], or date of execution, whichever is later, through [end date].

III. DUTIES OF THE PSJPC

- A. 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 a total of \$. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

Maximum consideration for this entire contract shall not exceed \$.

Funds for the payment of this contract are provided by member districts and our currently awarded distributor US Food Service. Payment shall be made to the Contractor as follows:

Invoice(s) will be paid only after approval by the PSJPC's awarded distributor or member district.

IV. RENEWAL (OPTIONAL CLAUSE)

PSJPC has the right to renew this contract in whole or in part for the year(s) [renewal year (s)] by giving notice on or before [date] 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.

V. CONTRACT MANAGEMENT

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

Contractor	PSJPC
[Contract Manager's Name]	Mark Campbell
[Contract Manager's Title]	Exec. Director PSJPC
[Contract Manager's Address]	2661 N Pearl St., #139 Tacoma, WA 98407
Phone:	Phone: (425) 760-6085
Fax:	
Email: [Contract Manager's Email Address]	Email: mark.campbell@pugetsoundcoop.org

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:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- 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 Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

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.

[Contractor Name]

Puget Sound Joint Purchasing Cooperative

Signature	Title	Nichol Haw, PSJPC Board Chair
Print Name	Date	Print Name Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Non-profit organization? yes* no
 *If yes, under what IRS section?
 Please attach a copy.

EXHIBIT C: GENERAL TERMS AND CONDITIONS

Contract for Services GENERAL TERMS AND CONDITIONS

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 Subrecipient of federal awards as defined by the Office of Management and Budget (OMB) CFR, 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, 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" 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 subrecipient 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 annul 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 under this Contract, it shall be determined by a Dispute Board in the following manner: (1) The PSJPC shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the PSJPC and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the 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 appropriate jurisdiction 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. 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, 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) Contractor 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 parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her employees or agents performing under this Contract are not employees or agents of the PSJPC. The Contractor will not hold himself/herself 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 will be solely with the Contractor.

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 the purchase of industrial insurance coverage for the Contractor's employees, 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, and/or the cost of effecting coverage on behalf of such employees. 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.

- b. **Automobile Insurance.** In the event that services delivered pursuant to this Contract involve the use of vehicles, owned or operated by the Contractor, automobile liability insurance shall be required. 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, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Contractor's employees' vehicles are used, the Contractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$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 Puget Sound Joint Purchasing Cooperative shall be specifically named as an additional insured on all policies 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 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 Duties of the PSJPC.

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 all advertising and publicity matters relating to this Contract which in the PSJPC's judgment, PSJPC's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and 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, including but not limited to 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 of six years following the date of final payment. At no additional cost, these records, including materials generated under 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 federal and state officials 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 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 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. In no event shall the existence of the 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, beginning on the second day after the mailing, 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 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, 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. If corrective action is not taken within thirty (30) days, 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 compliance breach and pending corrective action by the Contractor or a decision by the PSJPC to terminate the Contract. In the event of termination, 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 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" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her 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 b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to PSJPC and an acceptable date 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, in addition to other rights provided in this Contract, may 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 default, in which case the PSJPC shall determine the extent of the liability. 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 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 completed, 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 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 the real and personal property; (2) label all the property PSJPC and, (3) surrender property and title 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, 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 which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify the PSJPC and take all reasonable steps to protect the 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.

EXHIBIT D: VENDOR PROFILE AND REFERENCES

COMPANY INFORMATION

Contractor Information: Provide below, the 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 PSJPC may execute any Contract arising from this RFP, including the names and titles of Vendor's principal officers.

1. Federal Tax Identification Number: _____
2. WA State Department of Revenue Registration Tax Number: _____
3. Company URL Address: _____
4. Company Mailing Address: _____
5. Orders to be sent to: _____

6. Billing will be from: _____

7. Payment will be sent to: _____

8. Hold and Recall Contact Information: _____

POLITICAL SUBDIVISIONS: Vendor agrees to sell the goods and services on this contract to political subdivisions (school districts): Yes No (If reply is "No" attach letter to this proposal response explaining reason(s) for declining participation by political subdivisions).

REFERENCES

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

1) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided/Approx. Dollar Cost	

2) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided/Approx. Dollar Cost	

3) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided/Approx. Dollar Cost	

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.):

SALES AND ORDERING INFORMATION

Vendor shall complete the following information and return with proposal response.

1. Sales Representative(s): Indicate below the contact information and specific territories covered:

Name: _____	Name: _____
Telephone: _____	Telephone: _____
Toll Free No: _____	Toll Free No: _____
Mobile Phone: _____	Mobile Phone: _____
Territory: _____	Territory: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

2. Payment Term: Prompt Payment Discount _____ % net 30 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and proposal pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).
3. Volume Discount: Identify volume discount(s), please indicate the discount _____ % or \$ _____ and when it applies:
4. Standard Lead Time after receipt of order (ARO) is _____ calendar days.
5. Minimum case quantities _____ for direct deliveries of shipment to Washington State locations.
6. Minimum order quantity _____ for distributor orders to Washington State.

EXHIBIT E: CONTRACTOR INTAKE FORM

All potential Puget Sound Joint Purchasing Cooperative (PSJPC) Contractors or Governmental Entities must sign and submit this form before a PSJPC contract or Agreement is offered.

1. CONTRACTOR NAME (AS LEGALLY REGISTERED WITH THE IRS):	CONTRACTOR DBA (DOING BUSINESS AS) NAME:		
2. CONTRACTOR ADDRESS & CONTACT INFORMATION:			
ADDRESS (NUMBER, STREET, AND APT OR SUITE)	CITY	STATE	ZIP CODE
BUSINESS PHONE NUMBER	BUSINESS FAX NUMBER		
CONTRACT MANAGER NAME	CONTRACT MANAGER EMAIL ADDRESS		
CONTRACT MANAGER PHONE NUMBER	CONTRACT MANAGER FAX		
3. CONTRACTOR LICENSE:			
Do you have a current Washington State business license?		Yes	No
Have you had any contract to provide services terminated for default? Yes No		If you do not have a Washington State business license, explain why you are exempt from registering your business with the State of Washington.	
If yes, please attach a list of each terminated contract with an explanation of the situation involved.		To file for a Master Business Application, visit www.dor.wa.gov .	
4. BUSINESS INFORMATION:			
How is your business organized?		If filing as Corporation, non-profit, attach a copy of 501(c) status.	
Is your business a small, women/minority, or veteran-owned business" as defined in Chapter 39.26.010 RCW? Yes No		If yes, please complete and submit the Self-Certification Statement with this form. Refer to Chapter 39.26.010 RCW for more information.	
TAXPAYER IDENTIFICATION NUMBER (TIN) SSN: - - EIN: -		For individuals, this is your Social Security Number (SSN). For other entities (corporations, school districts, etc.) this is your Employer Identification Number (EIN).	
STATEWIDE VENDOR NUMBER SWV -		Individuals awarded contracts with PSJPC are required to register as a Statewide Vendor. Visit the Department of Enterprise Services to register as a Statewide Vendor .	
5. WASHINGTON STATE EMPLOYMENT (Not applicable to ESDs, School Districts, and State Agencies):			
Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington? *Yes No N/A			
If yes: Current or Former			
Former If you checked Yes, you may be required to seek guidance from the Executive Ethics Board ; PSJPC will contact you for clarification about your current/former role.			
<i>*District and Educational Service District employees are not considered state employees for this purpose. As a reminder, please check with your employer regarding their outside work policies.</i>			

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6. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify PSJPC of any changes in any statement.

CONTRACTOR SIGNATURE	DATE
PRINTED NAME	TITLE

EXHIBIT F: QUALIFICATION AFFIRMATIONS

CONSULTANT INFORMATION	
Name:	
Organization Name: (if applicable:	

All vendors for School Year 2024-2025 and subsequent years, shall be approved for processing by USDA with a National Processing Agreement (NPA) and a USDA approved In-State processor agreement for the State of Washington. Either agreement must be on file and approved by OSPI.

MINIMUM QUALIFICATIONS
<p><i>Please check box if applicable.</i></p> <p><input type="checkbox"/> For School Year 2024-2025, Vendor is approved for processing by USDA with a National Processing Agreement (NPA) and a USDA approved In-State processor agreement for the State of Washington. Either agreement must be on file and approved by OSPI.</p>

Consultants who do not meet the minimum qualifications noted above will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

Signature of Bidder	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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EXHIBIT G
POLYCHLORINATED BIPHENYLS CERTIFICATION

Pursuant to RCW 39.26.280, the Washington State Superintendent of Public Instruction is required to provide a preference to a bidder that provides products or products in packaging that do not contain Polychlorinated Biphenyls (PCBs).

I hereby certify, on behalf of the firm identified below, as follows (check one):

Not applying for the PCBs Preference.

OR

ALL Products have been tested for Polychlorinated Biphenyls. All product(s) identified in the above solicitation, have been tested within the previous 365 days, were performed by an independent, third-party laboratory using Environmental Protection Agency (EPA) Analytical Method 1668c. The test results are attached.

OR

All product(s) identified below, have been tested within the previous 365 days, were performed by an independent, third-party laboratory using Environmental Protection Agency (EPA) Analytical Method 1668c. The test results are attached.

Product: _____

Product: _____

Include additional lines as necessary

I hereby certify, under penalty of perjury under the laws of the State of Washington that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Signature of Bidder	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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EXHIBIT H: PROPOSAL CHECKLIST

Please use the checklist below to ensure that you have submitted all required materials in the required format. This checklist must be submitted with your proposal.

Included in Proposal	Component
<input type="checkbox"/>	Letter of Submittal
<input type="checkbox"/>	Exhibit A: Certifications and Assurances, Buy American, Lobbying & Debarment Forms
<input type="checkbox"/>	Exhibit D: Vendor Profile, References, and Sales/Ordering Information
<input type="checkbox"/>	Exhibit E: Contractor Intake Form
<input type="checkbox"/>	Exhibit F: Qualification Affirmations
<input type="checkbox"/>	Exhibit G: Polychlorinated Biphenyls Certification
<input type="checkbox"/>	SY24-25 USDA signed Summary End Product Data Schedule (SEPDS) form(s)
<input type="checkbox"/>	Nutritional Data Sheets for Items Submitted
<input type="checkbox"/>	Small Business Self-Certification, if applicable (see Contractor Intake Form)
<input type="checkbox"/>	Appendix A: PSJPC Protest Procedure
<input type="checkbox"/>	Appendix B: Bidders Authorized Offer - Signatures
<input type="checkbox"/>	Appendix C: Bidders Profile
<input type="checkbox"/>	Appendix E: Price Worksheet

Appendix D Specifications #1-202425

Puget Sound Joint Purchasing Cooperative

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General

These specifications are issued to provide for the processing of items listed below. Nutritional facts, specifications, and information must be provided for all items for which bids are submitted.

When utilizing USDA Foods, proposals must include **distributor cost (for NOI)**. This bid pricing must include all cost components needed for delivery of the processed/commercial products to PSJPC Awarded Distributor/Member districts in Washington State. Bid pricing is to include FOB destination.

The product formula must meet all CN (Child Nutrition) specifications. The product must be made under USDA inspections and in a facility with a USDA approved HACCP plan. All products must pass through metal detectors prior to packaging.

Upon proposal submittal, the product specification sheets for each item must include the following reference information or detail.

1. Nutrition Facts:

Labels must accompany all products. Nutrients must be based upon the designated meal contribution for the proposed product. Specific nutrients shall be reviewed:

- PSJPC will review sodium, calories, and fat content to determine what best meets our member district's needs.
- Trans Fat: Nutrition label or manufacturer's specifications must specify zero grams of trans-fat per serving (less than 0.5 gram per serving). Naturally occurring trans-fat is excluded in beef, lamb, or dairy products.

All grains offered must be "**whole grain rich**" specifically *meaning foods must contain at least 50 percent whole grains* and must meet the ounce equivalent requirements. **Note: Grains in amounts less than 0.25 oz equivalent are not included in the calculation of daily and weekly grain requirements.**

2. Child Nutrition Crediting information: (must provide one of the following)

- Product Formulation Statement (PFS): The PFS should provide details of the product, including how meal pattern crediting was obtained. For items containing Alternate Protein Product (APP) additional documentation must be provided including APP requirements as described in Appendix A of 7 CFR 210, 200, 225, and 226. is a method of determining what the product contains and the amount of each ingredient that is used in the crediting of foods for the CNP meal pattern.
- Child Nutrition (CN) Labels (if applicable): Only current (must be approved every five years) USDA approved Child Nutrition labels indicating meal pattern contribution will be acceptable.

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- SY24- 25 USDA signed Summary End Product Data Schedule (SEPDS): Pending USDA approval is acceptable. Once USDA approved, SEPDS form shall be emailed to the mark.campbell@pugetsoundcoop.org mail box.

The PSJPC will award cheese pizza with its equivalent pepperoni pizza counterpart to the same vendor within each category listed below. Price scores will be evaluated based on pricing submitted for both cheese and pepperoni pizzas.

Utilizing USDA Mozzarella Cheese Donated Foods

Breakfast Items

1. Breakfast Pizza/Bagel - Bulk

Frozen Breakfast Pizza/Bagel, whole grain rich, topped with 50/50 or 100% mozzarella cheese, sauce and any combination of bacon, sausage, or egg. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 1 M/MA & 1 oz equivalent grain servings. Alternates will be considered.

2. Breakfast Pocket/Calzone/Empanada - Bulk

Frozen Breakfast Pocket/Calzone/Empanada, whole grain rich, filled with 50/50 or 100% mozzarella cheese and any combination of bacon, sausage, or egg. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 1 M/MA & 1 oz equivalent grain servings. Alternates will be considered.

Bread Sticks

3. Mozzarella Cheese Filled or Stuffed Bread Sticks - Bulk

Frozen Mozzarella Cheese Filled or Stuffed Breadsticks, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred) . CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

4. Mozzarella Cheese and Meat Filled or Stuffed Bread Sticks - Bulk

Frozen Mozzarella Cheese and Meat Filled or Stuffed Breadstick, whole grain rich, par or pre-baked using 100% mozzarella cheese and one meat (preferred), or any combination of meats, with or without sauce. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

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5. **Mozzarella Cheese Topped Bread/Bread Sticks - Bulk**

Frozen Mozzarella Cheese Topped Bread/Bread Sticks, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), with or without sauce. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

6. **Mozzarella Cheese and Meat Topped Bread/Bread Sticks - Bulk**

Frozen Mozzarella Cheese and Meat Topped Bread/Bread Sticks, whole grain rich, par or pre-baked using 100% mozzarella cheese and one meat (preferred), or any combination of meats, with or without sauce. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

Pizza Pockets/Calzones/Empanadas and Quesadillas

7. **Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada and Meat – Bulk**

Frozen Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada and Meat, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), any combination of meats, with or without sauce. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

8. **Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada – Bulk**

Frozen Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), with or without sauce. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

9. **Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks and Meat – Bulk**

Frozen Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks and Meat, whole grain rich, par or pre-baked using 50/50 or 100% mozzarella cheese, any combination of meats, with or without sauce. Preferred portion size is 2-4 pieces. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

10. **Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks – Bulk**

Frozen Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks, whole grain rich, par or pre-baked using 50/50 or 100% mozzarella cheese, any combination of meats, with or without sauce. Preferred

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portion size is 2-4 pieces. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

11. **Mozzarella Cheese Quesadilla - Bulk**

Frozen Mozzarella Cheese Quesadilla, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), with or without sauce. Preferred portion size is 1 – 2 pieces. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

French Bread Pizza *(Award to one vendor)*

12. **French Bread Pizza Pepperoni - Bulk**

Frozen French Bread Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

13. **French Bread Mozzarella Cheese Pizza - Bulk**

Frozen French Bread Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

Rectangle Pizza *(Award to one vendor)*

14. **Rectangle Pepperoni Pizza - Bulk**

Frozen Rectangle Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

15. **Rectangle Mozzarella Cheese Pizza – Bulk**

Frozen Rectangle Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

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Wedge Pre-Cut Pizza *(Award to one vendor)*

16. Wedge/Pre-Cut Pepperoni Pizza – Bulk

Frozen Wedge/Pre-Cut Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

17. Wedge/Pre-Cut Mozzarella Cheese Pizza - Bulk

Frozen Wedge/Pre-Cut Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

4-6 Inch Individual Round Pizza *(Award to one vendor)*

18. 4-6 Inch Individual Round Pepperoni Pizza - Bulk

Frozen 4 – 6 Inch Individual Round Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

19. 4-6 Inch Individual Round Mozzarella Cheese Pizza - Bulk

Frozen 4 – 6 Inch Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

16 Inch Round Uncut Pizza – Multi Cheese *(Award to one vendor)*

20. Non-Pork Pepperoni Multi-Cheese Pizza - 16" Round

Frozen Uncut 16" Round Non-Pork Pepperoni Multi Cheese Pizza, whole grain rich, pizza shall be topped with pizza sauce, non-pork pepperoni, mozzarella cheese and other cheeses. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.

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21. Multi Cheese Pizza - 16" Round

Frozen Uncut 16" Round Multi Cheese Pizza, whole grain rich, pizza shall be topped with pizza sauce, mozzarella cheese and other cheeses. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.

16 Inch Round Uncut Pizza - 100% Mozzarella (Award to one vendor)

22. Pepperoni Pizza - 16" Round

Frozen Uncut 16" Round Pepperoni Pizza, whole grain rich, pizza shall be topped with pizza sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.

23. Mozzarella Cheese Pizza - 16" Round

Frozen Uncut 16" Round Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with pizza sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.

16 Inch Round Uncut Pizza - Specialty (Award to one vendor)

24. Chicken Pizza - 16" Round

Frozen Uncut 16" Round Chicken Pizza, whole grain rich, pizza shall be topped with sauce, chicken, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.

Cheese Stuffed Pasta (Award to one vendor)

25. Cheese Stuffed Pasta

Frozen Cheese Stuffed Pasta, whole grain rich, filled with 50/50 or 100% mozzarella, with or without sauce filling. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 M/MA & 2 oz equivalent grain servings. Alternates will be considered.

APPENDIX A - PROTEST PROCEDURE

PROPOSALS FOR USDA COMMODITY MOZZARELLA CHEESE PRODUCTS

Puget Sound Joint Purchasing Cooperative: Bid #1-202425

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.

APPENDIX A - PROTEST PROCEDURE

PROTEST AFTER AWARD:

PROTEST AFTER AWARD CRITERIA:

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

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

INITIATING THE PROTEST PROCESS AFTER AWARD:

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

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

The PSJPC Executive Director will:

Issue a decision on the protest within ten (10) business days after the protest was received, unless more time is needed. The protesting Bidder and the Bidder who has received the Award shall be notified of any delay in issuing the PSJPC Executive Director decision if more time is needed. The decision of the PSJPC Executive Director is final if the award is upheld. The PSJPC Executive Director may subsequently issue further clarifications, if necessary.

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

AWARDED BIDDER APPEAL PROCESS

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

The PSJPC Board or designee will:

Issue a decision

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

If more time is needed to issue a decision, all Bidders, including the appealing Bidder and the original protesting Bidder, will be notified.

APPENDIX A - PROTEST PROCEDURE

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

PROPOSALS FOR USDA COMMODITY MOZZARELLA CHEESE PRODUCTS
Puget Sound Joint Purchasing Cooperative: Bid #1-202425

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

Company Name

Name

Date

APPENDIX C BIDDER PROFILE

PROPOSALS FOR USDA COMMODITY MOZZARELLA CHEESE PRODUCTS

Puget Sound Joint Purchasing Cooperative: Bid #1-202425

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: _____
2. WA State Department of Revenue Registration Tax number _____
3. Company Internet URL Address (if available): _____
4. Company Mailing Addresses

--
5. Orders to be sent to:

--
6. Billing will be from

--
7. Payment to be sent to

--

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:	
Address:	
Contact Person:	
Telephone:	
Product Provided /Approx. Dollar Cost	

2) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided /Approx. Dollar Cost	

3) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided /Approx. Dollar Cost	

APPENDIX C BIDDER PROFILE

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):

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:		Name:	
Telephone:		Telephone:	
Toll Free No.		Toll Free No.	
Mobile Phone		Mobile Phone	
Territory		Territory	
Fax:		Fax:	
Email:		Email:	

PUGET SOUND JOINT PURCHASING COOPERATIVE
 SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
 2661 N Pearl Street, #139
 Tacoma, Washington 98407
 425-760-6085

October 4, 2024

**Puget Sound Joint Purchasing Cooperative: RFP1-202425
 Addendum #1**

PROJECT TITLE: Proposals for Processed Donated USDA Mozzarella Cheese & Commercial Equivalents

REVISED DUE DATE: Please be advised that the advertised due date for this RFP has been changed.

RFP's ACCEPTED UNTIL: 3:00 p.m., Pacific Daylight Time (PDT) on Wednesday, November 6, 2024

ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES *

Item	Action	Date
1.	PSJPC issues RFP	9/30/2024
2.	Question and Answer period	10/3/2024 to 10/22/2024
3.	PSJPC posts final Question and Answer Addendum or Amendment (if necessary)	10/22/2024
4.	Complaints due	10/24/2024
5.	Proposals due by 3 p.m. Pacific Daylight Time (PDT)	11/6/2024
6.	PSJPC conducts evaluation of written proposals	11/13/2024
7.	PSJPC Taste Test event for all vendors bid items not currently awarded on a PSJPC Bid. Samples from vendors to be sent to PSJPC site as directed by PSJPC Board or RFP Coordinator.	10/10/2024
8.	PSJPC announces "Apparent Successful Vendor(s)" and sends notification to unsuccessful Vendor(s)	11/21/2024
9.	PSJPC conducts debriefing conferences (if requested)	11/29/2024
10.	Contract negotiation begins	12/4/2024
11.	**Goal is to execute contract by January 15, 2025**	07/01/2025

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139

Tacoma, Washington 98407

425-760-6085

	Anticipated contract start date	
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- *PSJPC reserves the right to revise the above schedule.*

SUBMIT PROPOSAL TO: mark.campbell@pugetsoundcoop.org

Proposals MUST be Delivered via Email

Mark.campbell@pugetsoundcoop.org

FAXED PROPOSALS WILL NOT BE ACCEPTED

APPENDIX E PRICE SHEET

PSJPC Bid #1-202425

MOZZARELLA CHEESE

Oct. 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Co-op's Estimated Annual Need (cases)	Vendor Id. Code	Individual Portion (serving) Weight OZ	Servings per Case	Total Gross Weight "lbs"	Total Calories per Serving	Total Fat per Serving	Sodium per Serving "mg"	Trans Fat per Serving "grams"	USDA Commodity Code	DFV LBS Per Case	Commodity Dollar Value per Case	Distributor Cost Per Case - (includes Trans)	Net Cost per case to PSJPC member (Dis. Ct. Com Value) - NCI	Net Cost per Svc - NCI (list to the third place)	Gross Cost per Svc - Commercial (list to the third place)
6000															
<p>Vendor Name:</p> <p>Product Description:</p>															
11			6000												
<p>11 Mozzarella Cheese Quesadilla - Bulk Frozen Mozzarella Cheese Quesadilla, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), with or without sauce. Preferred portion size is 1 - 2 pieces. CN label or PFS with product analysis required. Minimum fiscal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.</p>															
<p>Pizza - French Bread (Award to one vendor)</p>															
12			7000												
<p>12 French Bread Pizza Pepperoni - Bulk Frozen French Bread Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.</p>															
13			6000												
<p>13 French Bread Pizza Cheese - Bulk Frozen French Bread Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.</p>															
<p>Pizza - Rectangle (Award to one vendor)</p>															
14			3500												
<p>14 Rectangle Pepperoni Pizza - Bulk Frozen Rectangle Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.</p>															
15			4500												
<p>15 Rectangle Cheese Pizza - Bulk Frozen Rectangle Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.</p>															
<p>Pizza - Wedge Pre-Cut (Award to one vendor)</p>															
16			3000												
<p>16 Wedge Pre-Cut Pepperoni Pizza - Bulk Frozen Wedge Pre-Cut Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.</p>															
17			3000												
<p>17 Wedge Pre-Cut Mozzarella Cheese Pizza - Bulk Frozen Wedge Pre-Cut Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.</p>															
<p>Pizza - 4.5 inch Individual Round (Award to one vendor)</p>															
18			1800												
<p>18 4.5 inch Individual Round Pepperoni Pizza - Bulk Frozen 4 - 6 inch Individual Round Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.</p>															
19			9000												
<p>19 4.5 inch Individual Round Mozzarella Cheese Pizza - Bulk Frozen 4 - 6 inch Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.</p>															
<p>Pizza - Uncut 16" Round - Meat Cheese (Award to one vendor)</p>															
20			10500												
<p>20 Non-Pork Pepperoni Meat Cheese Pizza - 16" Round Frozen Uncut 16" Round Non-Pork Pepperoni Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with pizza sauce, non-pork pepperoni, mozzarella cheese and other cheese. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.</p>															

APPENDIX E - PRICE SHEET

PSJPC Bid #1-202425

MOZZARELLA CHEESE

Oct. 2024

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	Co-op's Estimated Annual Need (cases)	Vendor Id. Code	Individual Portion (serving) Weight OZ	Servings per Case	Total Case Gross Weight "lbs"	Total Calories per Serving	Total Sat Fat per Serving	Sodium per Serving "mg"	Trans Fat per Serving "grams"	USDA Commodity Code	DFV LBS Per Case	Commodity Dollar Value per Case	Disburser Cost Per Case - (includes Trims)	Net Cost per case to PSJPC members (Dis. Cl - Com Value) - NOI	Net Cost per Svc - NOI (list to the third place)	Gross Cost per Svc - Commercial (list to the third place)
31A	100															
32A	100															
33A	100															

Vendor Name:

APPENDIX E - PRICE SHEET

PSJPC Bid #1-202425

MOZZARELLA CHEESE

Product Description	Vendor	Annual Head (cases)	Vendor ID Code	Individual Portion (serving) Weight	Servings per Case	Total Case Gross Weight	Total Fat per Serving	Total Cholesterol per Serving	Total Sodium per Serving	Trans Fat per Serving	USDA Commodity Code	BPT/LBS Per Case	Commodity Dollar Value Per Case	Printer Cost Per Case (includes Tax)	Net Cost per case to P&P member (Net)	Net Cost per Srv - (Net to third place)	Gross Cost per Srv - (Net to third place)	TOTAL POINTS AWARD
Breakfast Items																		
1 Breakfast Pizza/Bagel - Bulk Frozen Breakfast Pizza/Bagel, whole grain rich, topped with 50/50 or 100% mozzarella cheese, sausage and any combination of bacon, sausage, or egg. CN label or PFS with product analysis required. Minimum Meat Portion Contribution: 1 M/MMA & 1 oz. equivalent grain servings. Alternatives will be considered.	1000	77387-12708	110244	2.98	192	35.8	160	1.5	330	0	110244	3.42	6.310	73.000	68.690	0.547	5.000	110
2 The MAX WG 3" x 4" Turkey Sausage Breakfast Pizza 50/50 Mozzarella Bulk - 1 M/MMA & 1.25 G topped with 50/50 or 100% mozzarella cheese, sausage and any combination of bacon, sausage, or egg. CN label or PFS with product analysis required. Minimum Meat Portion Contribution: 1 M/MMA & 1 oz. equivalent grain servings. Alternatives will be considered.	2000	90729C		3.2	72	18.4	210	3	220	0	110244	2.88	5.270	44.270	39.000	0.540	0.63	110
S & F Foods WG Breakfast Turkey Sausage & Gravy Bites Multi Cheese Bulk - 1 M/MMA & 1.25 G (serve 2)		872		3	80	11.25	320	4	300	0	111791	4.75	6.780	36.000	27.240	0.654	0.800	110
WG Spicy Cheesy (Mozzarella w/Spicy Cheese Sauce) Pocket 100% Mozzarella Bulk - 1 M/MMA & 1.2 G																		0
Bread Sticks																		
3 Mozzarella Cheese Filled or Stuffed Bread Sticks - Bulk Frozen Mozzarella Cheese Filled or Stuffed Breadsticks, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), CN label or PFS with product analysis required. Minimum Meat Portion Contribution: 2 M/MMA & 2 oz. equivalent grain servings. Alternatives will be considered.	10000	77387-12602		3.86	96	25.292	300	7	920	0	110244	12.11	22.540	57.960	35.220	0.287	0.59	105
WG Mozzarella Cheese Filled or Stuffed Bread Sticks - 2 M/MMA & 2 G (serve 2)		73338		4.2	100	28.75	290	6	410	0	110244	10.05	18.440	59.540	41.100	0.411	0.80	105
4 Mozzarella Cheese and Meat Filled or Stuffed Bread Sticks - Bulk Frozen Mozzarella Cheese and Meat Filled or Stuffed Breadsticks, whole grain rich, par or pre-baked using 100% mozzarella cheese and one meat (sausage, ham, pepperoni, or any combination of meats, with or without sausage). CN label or PFS with product analysis required. Minimum Meat Portion Contribution: 2 M/MMA & 2 oz. equivalent grain servings. Alternatives will be considered.	1000	90729C		3.8	48	16.4	300	4	380	0	110244	2.30	4.240	4.270	40.030	0.684	0.82	110
WG Turkey Ham & Cheese Bites Multi Cheese Bulk - 2 M/MMA & 2 G (serve 3)																		0
5 Mozzarella Cheese Topped Bread Sticks - Bulk Frozen Mozzarella Cheese Topped Bread Sticks, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), with or without sausage. CN label or PFS with product analysis required. Minimum Meat Portion Contribution: 2 M/MMA & 2 oz. equivalent grain servings. Alternatives will be considered.	3000	90729C		4.2	105	29.58	270	5	550	0	111791	10.43	19.240	66.670	69.330	0.690	0.844	95
WG Cheese Pizza Rippers Bread Sticks 100% Mozzarella Bulk - 2 M/MMA, 2 G & 1/8 V		2558		4.2	105	29.58	290	5	590	0	111791	10.43	19.240	66.570	69.330	0.690	0.844	100
WG Garlic Cheese Rippers Bread Sticks 100% Mozzarella Bulk - 2 M/MMA & 2 G		1519C		4	105	28.25	280	5	410	0	110244	10.45	19.270	61.160	71.890	0.686	0.868	110
6 WG Mozzarella & Buttermilk Seasoning Topped Bread Sticks 100% Mozzarella Bulk - 2 M/MMA & 2.25 G Mozzarella Cheese and Meat Topped Bread Sticks - Bulk Frozen Mozzarella Cheese and Meat Topped Bread Sticks, whole grain rich, par or pre-baked using 100% mozzarella cheese and one meat (sausage, ham, pepperoni, or any combination of meats, with or without sausage). CN label or PFS with product analysis required. Minimum Meat Portion Contribution: 2 M/MMA & 2 oz. equivalent grain servings. Alternatives will be considered.	7000	90729C		4.2	105	29.58	280	4.5	570	0	111791	8.53	13.720	63.900	76.170	0.744	0.89	85
WG Turkey Pepperoni Pizza Bread Sticks 100% Mozzarella Bulk - 2 M/MMA, 2 G & 1/8 V		9879C		4	105	28.25	270	5	800	0	110244	10.45	19.270	66.210	78.940	0.723	0.82	110
WG Beef Pepperoni Pizza Bread Sticks 100% Mozzarella Bulk - 2 M/MMA, 2 G & 1/8 V																		0
Pizza Pockets/Calzones/Empanadas and Quesadillas																		
7 Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada and Meat - Bulk Frozen Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada and Meat, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), any combination of meats, with or without sausage. CN label or PFS with product analysis required. Minimum Meat Portion Contribution: 2 M/MMA & 2 oz. equivalent grain servings. Alternatives will be considered.	2600	55290		4.48	48	14.19	300	5	590	0	110244	9.05	5.830	41.910	36.190	0.794	0.871	95
WG Turkey & Beef Pepperoni Stuffed Sandwich 100% Mozzarella Bulk - 2 M/MMA, 2 G & 1/8 V		831		5	48	15	310	4	890	0	111791	3.05	3.390	49.920	46.540	0.870	1.040	85
WG Cheeseburger Calzone 100% Mozzarella Bulk - 2 M/MMA & 2 G		70253		4.46	48	14.16	280	5	890	0	110244	3.10	5.720	41.810	36.090	0.792	0.871	110
8 WG Buffalo Style Chicken Stuffed Sandwich Multi Cheese Bulk - 2 M/MMA, 2 G & 1/8 V Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada - Bulk Frozen Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), with or without sausage. CN label or PFS with product analysis required. Minimum Meat Portion Contribution: 2 M/MMA & 2 oz. equivalent grain servings. Alternatives will be considered.	2200	2129C		5	80	27	320	6	500	0	110244	9.85	17.220	76.860	69.610	0.783	1.00	105
9 Mini Stuffed Mozzarella Cheese Calzone/Bread Sticks and Meat - Bulk Frozen Mini Stuffed Mozzarella Cheese Calzone/Bread Sticks and Meat, whole grain rich, par or pre-baked using 50/50 or 100% mozzarella cheese and any combination of meats, with or without sausage. Minimum Meat Portion Contribution: 2 M/MMA & 2 oz. equivalent grain servings. Alternatives will be considered.	2300																	0
10 Mini Stuffed Mozzarella Cheese Calzone/Bread Sticks and Meat - Bulk Frozen Mini Stuffed Mozzarella Cheese Calzone/Bread Sticks and Meat, whole grain rich, par or pre-baked using 50/50 or 100% mozzarella cheese and any combination of meats, with or without sausage. Minimum Meat Portion Contribution: 2 M/MMA & 2 oz. equivalent grain servings. Alternatives will be considered.	2000	80739C		4.3	48	16.4	350	6	580	0	110244	3.50	6.460	46.610	38.350	0.620	0.95	115

S & F Foods	SKU	Description	Case Qty	Case Weight	Case Length	Case Width	Case Height	Case Volume	Case Area	Case Perimeter	Case Surface Area	Case Volume (sq ft)	Case Weight (lb)	Case Price	Case Volume (sq ft)	Case Weight (lb)	Case Price	Case Volume (sq ft)	Case Weight (lb)	Case Price
11	6000	WG Mini Cheese Cazones Multi Cheese Bulk - 2 M/M/A, 2 G & 1/8 V (erve 3) Mozzarella Cheese, Quesadilla - Bulk, Frozen, Mozzarella Cheese, Quesadilla, whole grain rich, air or pre-baked with sauce, pepperoni, 100% mozzarella cheese (preformed), with or without sauce. Preferred portion size is 4 - 2 pieces. CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	6000	300	3.5	8.60	4.70	110244	35.600	44.270	8.670	35.600	0.742	0.82						
12	7000	French Bread Pepperoni Pizza 100% Mozzarella Bulk - 2 M/M/A, 2 G & 1/8 V French Bread Pepperoni Pizza - Bulk, Frozen, French Bread Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	7000	300	3.5	8.60	4.70	110244	35.600	44.270	8.670	35.600	0.742	0.82						
13	8000	WW French Bread Turkey Pepperoni Pizza 100% Mozzarella Bulk - 2 M/M/A, 2 G & 1/8 V French Bread Turkey Pepperoni Pizza - Bulk, Frozen, French Bread Turkey Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	8000	300	3.5	8.60	4.70	110244	35.600	44.270	8.670	35.600	0.742	0.82						
14	3500	Rectangular Pepperoni Pizza - Bulk, Frozen, Rectangular Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	3500	250	5.20	8.60	4.70	110244	42.000	54.370	12.290	42.000	0.688	0.56						
15	4500	WG Pepperoni Pizza 100% Mozzarella Bulk - 2 M/M/A, 2 G & 1/8 V Pepperoni Pizza - Bulk, Frozen, Rectangular Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	4500	300	3.5	8.60	4.70	110244	35.600	44.270	8.670	35.600	0.742	0.82						
16	3000	Wedge Pre-Cut Pizza (award to one vendor) Wedge Pre-Cut Pepperoni Pizza - Bulk, Frozen, Wedge Pre-Cut Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	3000	300	3.5	8.60	4.70	110244	35.600	44.270	8.670	35.600	0.742	0.82						
17	3000	The MAX WG RF Pepperoni Pizza Real Slice 100% Mozzarella Bulk - 2 M/M/A, 2 G & 1/8 V Wedge Pre-Cut Mozzarella Cheese Pizza - Bulk, Frozen, Wedge Pre-Cut Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	3000	300	3.5	8.60	4.70	110244	35.600	44.270	8.670	35.600	0.742	0.82						
18	1900	The MAX WG Cheese Pizza Real Slice 100% Mozzarella Bulk - 2 M/M/A, 2 G & 1/8 V 4.6 Inch Individual Round Pepperoni Pizza - Bulk, Frozen, 4.6 Inch Individual Round Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	1900	300	3.5	8.60	4.70	110244	35.600	44.270	8.670	35.600	0.742	0.82						
19	9000	WW 6" Pepperoni Pizza 100% Mozzarella Bulk - 2 M/M/A, 2 G & 1/8 V 4.6 Inch Individual Round Mozzarella Cheese Pizza - Bulk, Frozen, 4.6 Inch Individual Round Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	9000	300	3.5	8.60	4.70	110244	35.600	44.270	8.670	35.600	0.742	0.82						
20	10500	WW 6" Cheese Pizza 100% Mozzarella Bulk - 2 M/M/A, 2 G & 1/8 V Pizza: Uncut 16" Round - Multi Cheese (award to one vendor) Multi Cheese Pizza - 16" Round, Frozen, Multi Cheese Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	10500	350	8	5.70	7.20	110244	55.000	66.900	13.940	55.000	0.772	0.95						
21	9000	Big Daddy Primo WG Turkey & Beef Pepperoni Pizza Multi Cheese - 2 M/M/A, 2 G & 1/8 V Multi Cheese Pizza - 16" Round, Frozen, Multi Cheese Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	9000	350	8	5.70	7.20	110244	55.000	66.900	13.940	55.000	0.772	0.95						
22	19000	Big Daddy Primo WG Four Cheese Pizza Multi Cheese - 2 M/M/A, 2 G & 1/8 V Pepperoni Pizza - 16" Round, Frozen, Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	19000	350	8	5.70	7.20	110244	55.000	66.900	13.940	55.000	0.772	0.95						
23	13500	Big Daddy Bold WG Pepperoni Pizza 100% Mozzarella - 2 M/M/A, 3 G & 1/8 V Mozzarella Cheese Pizza - 16" Round, Frozen, Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preformed), CN label or PES with product analysis required. Minimum Meat Pattern Contribution: 2 M/M/A & 2 oz. equivalent grain servings. Alternatives will be considered.	13500	400	7	4.40	9.00	110244	48.540	61.400	16.860	48.540	0.674	0.85						

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

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

Puget Sound Joint Purchasing Cooperative

RFP#1-202425

October 4, 2024: Question and Answers

The following questions have been posed for clarification to the Puget Sound Joint Purchasing Cooperative's RFP#1-202425

- In the Taste Test Instructions sheet you are asking for a list of products that we will be bringing to the tasting and that we are proposing to submit on the RFP. Are you looking for 2 separate lists – 1 list of codes we are bringing to the tasting (new codes), 1 list of codes we plan to bid on the RFP (new and existing codes)?

If your company is going to submit an item in your bid submittal and it's one we are not currently using, we would like to see the item. If it is an alternate item that is a processed mozzarella item, please enter that item as an alternate in the alternate section.

- If we have IW items on the current bid and want to bid our bulk option on the RFP, do we need to bring the bulk product to the showing to show again?

If the item that you wish to present is packaged either IW or bulk and is the identical product, just bring the product to the taste test, but indicate that it comes packaged two different ways.

- If we want to bid an item on the RFP that is not on the current bid, is it required that we bring that code to the taste testing next week in order to bid it on the RFP? If you want to bid it, you have to show it type of situation?

It might be helpful to have the product available to taste. Because if we do not know what the product is, hard to make an award. The PSJPC members are there to provide insight and to tell us if the products they are tasting are acceptable to them or not and if they would divert product for the 24-25 school year.

- Is the Taste Test process in place to determine pre-approved codes to be bid on the RFP? For example, if we bring code 123 to the Taste Test and it is not scored well will we still be able to bid code 123 on the RFP or will we be told code 123 will be excluded from the RFP?

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139
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425-760-6085

Our "specified" bid product will not change - the alternates you wish to propose/present is at your discretion. You can introduce item 123 at the "taste test" and then submit the product for consideration. The scoring is up to the members for the alternate items. We're providing them an opportunity to see some different items - something that is new might catch their eye and the majority says "get that product." Then we'll be looking at the various alternates for that item.

- This may be a silly question, but with smaller items, I usually bring IW items with me when I ship with me on the plane so that cheese does not go flying off the product during shipment. Will there be any issue with me bringing IW and cooking them bulk by taking them out of the wrapper before they go into the oven?

No problem bringing I/W products. Again, just indicate that the product can be ordered either bulk, I/W or both ways.

Price Adjustments (page 17)

***Contractor requests for adjustments in pricing will be considered at sole discretion of PSJPC and must be documented and referenced to Producer's Price Index increases. Any increase requests shall not exceed CPIU Seattle ***

- does that mean if a manufacturer requests an adjustment in the middle of a contract period, they will have to send all relevant document and referenced Producer's Price Index for their increases? The price increase will be considered at the sole discretion of PSPC??

Yes, that is correct.

- for contract extension (say SY 27-28), PSJPC will review manufacturer's proposed price increase based on CPI-U Seattle?

Yes, that is also correct.

Attachment E – Tab 1 (PSJPC Price Sheet) and Tab 2 (Alternate Price Sheet)

The information (lines 1 – 25) are the same on both tab. So does that mean if we were to bid a product (say line 1 – Breakfast Pizza/Bagel) but instead of meeting the required 1 M/MA & 1 oz Grain, our item meets 2 M/MA and 1 oz Grain. So in that case we will enter our item under **Alternate Price Sheet** Line 1?

Yes if the product you are submitting is different than what is specified, enter the items as an "alternate" for consideration.

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

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

Tab 1 (Alternate 26A – Alternate 33A) – total 8 lines

For any new mozz items, are we going to enter them in this section? There are only 8 lines, but we plan to propose 9 new items. So will you allow us to do so?

You can add additional lines and products to the Alternate area

Bid Price

This is a SY 25/26 commodity bid (Bid Term: 7/1/2025 – 6/30/2026) and the proposal is due on 10/31. However, USDA will not publish the SEPDS till Mid-November. In view of this, we can only offer our proposal based on the commodity value on SY 24/25 SEPDS.

So, once the bid has been awarded, we will send you the 24-25 SEPDS and the price will be adjusted accordingly?

You will be receiving an update to the due date tomorrow. The new due date will be Friday, November 6, 2024, so you will be able to use the new commodity values.

FFS Direct

For any schools that has the ability to order under FFS direct, will we be delivering orders to their central warehouse or will we be delivering to each location sites?

Normally, the schools will have their process items delivered through our master distributor – US Food Service. If a member wishes to direct ship from your manufacturing location, they certainly can, but that will be between your company and the member district (minimums, freight costs, timing, etc)

Email

Can your email server take in email larger than 50 MB? If not, can we break up our proposal in two emails (say all signed docs, price sheet in one email. All other supporting docs in another email)

I am not sure, but to be safe, please break it down into smaller size.

Do you want us to show only the items we're bidding on this RFP during the taste test?

Yes, only those items. Our members will give us an "acceptable" or not acceptable" rating. If the group gives a good rating to a non-listed product and the price submitted is competitive, than we will more than likely add it as an item to divert.

Question: Is this a commodity bid or are you bidding through distributors

PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

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

It is a commodity bid with distribution through our master distributor - US Food Service.

Mark Campbell

Executive Director

Puget Sound Joint Purchasing Cooperative

mark.campbell@pugetsoundcoop.org

PUGET SOUND JOINT PURCHASING COOP

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

December 19, 2024

Teresa Rogers
Albie's Food Products, LLC
1534 O'Rourke Blvd.
Gaylord, MI 49735
teresa@albies.com

RE: Awards for PSJPC RFP #1-202425

This letter is confirming the award of items from PSJPC RFP #1-202425. The Albie's Food Products Company has been awarded the following items by the Puget Sound Joint Purchasing Cooperative for the 2025-2026 school year. Please confirm receipt of this letter by signing at the bottom. Please scan and return a signed copy via email to me.

You are responsible for notifying our distributor, US Foods for 2025-2026, of the pricing you have provided us. We request that you send us notification that you have provided this information to our awarded distributor. Please plan to display these items at the PSJPC/OSPI/Spokane Schools Taste Testing as follows

January 27, 2025, Monday – Curtis High School, Tacoma, WA, 9:00 AM
January 31, 2025, Friday – Shadle Park High School, Spokane, WA, 9:00 AM

Awarded Items for 2025-2025 School Year (July 1, 2025 – June 30, 2026)

RFP #1-202425 – Commodity Code 110244

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity \$ Value	Price Case
WG Cheeseburger Calzone	831	48	\$49.92	1.83	\$3.380	\$46.54
WG Spicy Cheese Pocket	872	60	\$36.00	4.75	\$8.76	\$27.24

Sincerely,



Executive Director
Puget Sound Joint Purchasing Cooperative
mark.campbell@pugetsoundcoop.org

Confirmed:

Date: _____ Print Name: _____

Signature: _____

PUGET SOUND JOINT PURCHASING COOP

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

December 19, 2024

Dan Grout
VP of K-12 Sales, Western Region
S&F Foods, Inc.
29411 Beverly Road
Romulus, MI 48174
dgrout@sffoodsinc.com

RE: Awards for PSJPC RFP #1-202425

This letter is confirming the award of items from PSJPC RFP #1-202425. The S&F Foods, Inc has been awarded the following items by the Puget Sound Joint Purchasing Cooperative for the 2025-2026 school year. Please confirm receipt of this letter by signing at the bottom. Please scan and return a signed copy via email to me.

You are responsible for notifying our distributor, US Foods for 2025-2026, of the pricing you have provided us. We request that you send us notification that you have provided this information to our awarded distributor. Please plan to display these items at the PSJPC/OSPI/Spokane Schools Taste Testing as follows

January 27, 2025, Monday – Curtis High School, Tacoma, WA, 9:00 AM
January 31, 2025, Friday – Shadle Park High School, Spokane, WA, 9:00 AM

Awarded Items for 2025-2025 School Year (July 1, 2025 – June 30, 2026)

RFP #1-202425 – Commodity Code 110244

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity \$ Value	Price Case
WG Breakfast Turkey Sausage Bites	9072BC	72	\$44.27	2.86	\$5.270	\$39.00
WG Turkey Ham&Cheese Bites	9076BC	48	\$44.27	2.30	\$4.240	\$40.03
WG Mozz & Butter Garlic Breadsticks	151BC	105	\$91.16	10.45	\$19.270	\$71.89
WG Beef Pepp Breadsticks	087BC	105	\$96.21	10.45	\$19.270	\$76.94
WG Cheese Pizza Calzone	212BC	80	\$79.86	9.35	\$17.25	\$62.61
WG Mini Beef Pepp Calzone	9073BC	48	\$45.81	3.50	\$6.460	\$39.50
WG Mini Cheese Calzones	9074BC	48	\$44.27	4.70	\$8.67	\$35.60

Sincerely,



Executive Director
Puget Sound Joint Purchasing Cooperative
mark.campbell@pugetsoundcoop.org

PUGET SOUND JOINT PURCHASING COOP
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

RE: Awards for PSJPC RFP #1-202425

Confirmed:

Date: 12/20/2024 Print Name: Daniel Grout

Signature:  _____

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

February 14, 2025

Michael Piazza
Senior Vice President of K-12 Sales
Wild Mike's Ultimate Pizza
S.A. Piazza & Assoc. Inc.
15815 SE Piazza Ave.
Clackamas, OR. 97015

Dear Mr. Piazza,

We have received the protest you filed for PSJPC Bid #1-202425 on behalf of Wild Mike's Pizza, dated February 12, 2025. The PSJPC Executive Board has reviewed your protest and has denied as the debriefing and protest procedures, as outlined in sections D.6. and D.7. of the RFP, were not followed. These require the unsuccessful bidder to request a debriefing conference within 3 days of notification and this must occur before protest.

Additionally for your clarification, as noted in section D.3. of the RFP

"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 PSJPC to be in the best interest of member districts."

"If two or more vendors' scores are exactly equal, the award will be offered to the vendor whose products are the most advantageous for National School Lunch and School Breakfast Program menu planning purposes."

And in section D.4. of the RFP:

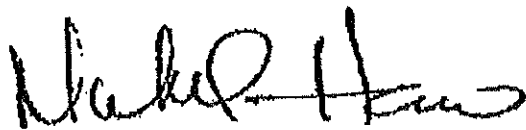
"PSJPC reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of and most advantageous to PSJPC and its members. The selected bidder will be declared the Apparent Successful Bidder (ASB)."

Regarding the award of Item #8: The PSJPC Board felt that a dual award was not warranted in this instance.

Regarding Item #18, we show that Wild Mike's did not submit any product information or pricing on Appendix E for a 4" - 6" Individual Round Pizza.

We appreciate your interest in the PSJPC and look forward to having you bid on our opportunities in the future.

Sincerely,



Nichol Haw, PSJPC Chair

NH/MC



Conagra Brands, Inc.
222 W Merchandise Mart Plaza
Suite 1300
Chicago, IL 60654
937-508-1905

10/23/24

Puget Sound Joint Purchasing Association Proposal for Processed Donated USDA Mozzarella Cheese & Commercial Equivalents

Conagra Brands Letter of Submittal

Mr. Campbell:


We are pleased to submit our proposal as part of the current bid solicitation process for RFP for 25-26. We would like to make the following clarifications:

Conagra pricing is offered based upon Conagra's shipping policy, which includes the following conditions-our quotation is made for delivery to your chosen first drop or distribution point; secondary delivery charges are not included. Conagra shipping minimums consist of 2,5000 lb. gross weight per temp class. Orders cannot be aggregated to meet ship minimums, and any LTL deliveries would be subject to Conagra pool delivery schedules.

Conagra may consider extending pricing to other customers, provided there is no other pricing agreement already in place for that customer, and that new customer complies with Conagra requirements for credit, including meeting net-30 days payment terms, as well as all Conagra shipping requirements. We will process any commodity cheese you choose to divert to Conagra according to industry-accepted norms preferably NOI. If no USDA government commodity is banked or diverted to Conagra, credit for commodity processing could not be granted.

Conagra Brands is appreciative of the chance to quote pricing for a portion of your business, as we have been fortunate enough to do in the past. Thank you for the opportunity to participate in this bid process, we look forward to parenting with PSJPC.

Regards,



Charles Sayous
Bid Coordinator
Conagra Brands, Inc.
973-252-5364
Erebust@aol.com

EXHIBIT A: CERTIFICATION AND ASSURANCES

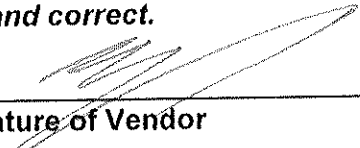
Vendor must sign and include the full text of this Exhibit A with their proposal.

Vendor makes the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Vendor declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Vendor may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by PSJPC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) day period.
4. In preparing this proposal, Vendor has not been assisted by any current or former employee of the PSJPC whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Vendor understands that PSJPC will not reimburse Vendor for any costs incurred in the preparation of this proposal. All proposals become the property of PSJPC, and Vendor claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor.
7. Vendor agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Vendor has described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Vendor grants PSJPC the right to contact references and others, who may have pertinent information regarding the Vendor's prior experience and ability to perform the services outlined in this procurement.
10. Vendor acknowledges that if awarded a contract with PSJPC, Vendor is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Vendor agrees to submit additional information about its nondiscrimination policies, at any time, if requested by PSJPC.

- 11. Vendor certifies that Vendor has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
- 12. Vendor has not been debarred or otherwise restricted from participating in any public contracts.
- 13. Vendor certifies that Vendor has not willfully violated Washington State's wage payment laws within the last three (3) years.
- 14. Vendor acknowledges its obligation to notify PSJPC of any changes in the certifications and assurances above.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

	10/23/2024	Palm Coast, FL
Signature of Vendor	Date	Place Signed (City, State)
Charles Sayous Jr.	Bid Coordinator	Conagra Brands, Inc.
Print Name	Title	Organization Name

18. BUY AMERICAN

Bidder will comply with the Buy American requirement, which dictates that schools participating in the federal school lunch programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51%) using agricultural commodities that are produced in the US (7 CFR 250.33 (a)(b), 250.17 (e)). Awarded Vendor will provide information on products' origin. The distributor will ensure that products offered to PSJPC will be American, to the maximum extent practicable, and marked as American in the ordering system.

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

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

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

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

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

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

By signing below the vendor/manufacturer 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 10/23/2024

Vendor Name Conagra Brands, Inc.

Completed By Charles Sayous Jr

CERTIFICATION REGARDING LOBBYING

(Submit this form attached to your SF-424 proposal)

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Conagra Brands, Inc.	USDA Commodity Mozzarella Processing #1-202425
Organization Name	Project Name & CFDA Number

Charles Sayous Jr. Bid Coordinator
Name and Title of Authorized Representative

	10/23/2024
Signature	Date

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (e) The contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following Unique Identity ID Number: 3EWZ9.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ 23 day of October _____, 20 24

By _____

Authorized Signature for Contractor

Charles Sayous Jr. Bid Coordinator

Printed Name and Title

EXHIBIT D: VENDOR PROFILE AND REFERENCES

COMPANY INFORMATION

Contractor Information: Provide below, the 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 PSJPC may execute any Contract arising from this RFP, including the names and titles of Vendor's principal officers.

1. Federal Tax Identification Number: 47-0248710
2. WA State Department of Revenue Registration Tax Number: 602729300
3. Company URL Address: www.conagrafoodservice.com
4. Company Mailing Address: 801 Dye Mill Road Troy, OH 45373
5. Orders to be sent to: Terry Green @ Acxion
terry.green@acxion.com
858-964-9843
6. Billing will be from: Conagra Brands, Inc
12132 Collection Center Drive
Chicago, IL 60693-0121
7. Payment will be sent to: Conagra Brands, Inc
12132 Collection Center Drive
Chicago, IL 60693-0121
8. Hold and Recall Contact Information: Lynne Deloye Commodity Manger
Lynn.deloye@conagra
937-440-2953

POLITICAL SUBDIVISIONS: Vendor agrees to sell the goods and services on this contract to political subdivisions (school districts): Yes No (If reply is "No" attach letter to this proposal response explaining reason(s) for declining participation by political subdivisions).

REFERENCES

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

1) Agency/Company Name:	North East ISD
Address:	2623 Highpoint San Antonio, TX 78217
Contact Person:	Louisa Kates
Telephone:	210-356-9102
Product Provided/Approx. Dollar Cost	Various Pizza Products/\$800,000

2) Agency/Company Name:	State of Alabama
Address:	100 North Union St. Montgomery, AL 36104
Contact Person:	June Barrett
Telephone:	334-242-9715
Product Provided/Approx. Dollar Cost	Various Pizza Products/\$3.4M

3) Agency/Company Name:	State of Washington OPSI
Address:	600 Washington St SE PO Box 47211 Olympia, WA 98504-7211
Contact Person:	360-725-6185
Telephone:	Brenda.merritt@k12.wa.us
Product Provided/Approx. Dollar Cost	\$700,000

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.):
NONE		

SALES AND ORDERING INFORMATION

Vendor shall complete the following information and return with proposal response.

1. Sales Representative(s): Indicate below the contact information and specific territories covered:

Name: <u>Gabriela Jacobs</u>	Name: <u>Ivan Holeman</u>
Telephone: <u>206-330-3896</u>	Telephone: <u>503-830-3965</u>
Toll Free No: _____	Toll Free No: _____
Mobile Phone: <u>206-330-3896</u>	Mobile Phone: <u>503-830-3965</u>
Territory: <u>Washington</u>	Territory: <u>Northwest US</u>
Fax: _____	Fax: _____
Email: <u>gabriela.jacobs@acxlon.com</u>	Email: <u>Ivan.Holeman@conagra.com</u>

2. Payment Term: Prompt Payment Discount 0 % net 30 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and proposal pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).
3. Volume Discount: Identify volume discount(s), please indicate the discount 0 % or \$ 0 and when it applies:
4. Standard Lead Time after receipt of order (ARO) is 28 Days calendar days.
5. Minimum case quantities 2500 pounds for direct deliveries of shipment to Washington State locations.
6. Minimum order quantity 2500 pounds for distributor orders to Washington State.



Conagra Brands Vendor Profile Statement

As a leading provider of high-quality frozen pizza products, Conagra Foodservice is committed to delivering nutritious and convenient meal solutions for students. With a focus on meeting USDA guidelines and local school nutrition standards, our pizzas are manufactured using quality ingredients including whole grain crusts, reduced-fat cheeses, and lean proteins. We offer a variety of pizza and handheld products, and our manufacturing processes adhere to the highest standards of food safety and quality.

Partnering with schools across the country, we understand the unique challenges faced by foodservice directors and are dedicated to providing cost-effective solutions without compromising on flavor or nutrition. Our distribution network ensures timely delivery and seamless integration into school lunch programs, making us a trusted partner in promoting healthy eating habits among students.

With a commitment to sustainability and responsible sourcing, our company continuously strives to innovate and improve, ensuring that our products not only taste great but also support the health and well-being of the next generation.

Conagra Brands Letter of Submittal

- 1) A. Certifications and Assurances – Included
 - B. Contractor Intake Form – Included
 - 2) Vendor Profile/References – Included
 - 3) Cost Proposal/Worksheets – Included
 - 4) Proposal Checklist – Included
 - 5) Labels, Nutritionals, SEPDS for SY 25-26, all required document – Included
 1. Executive Leadership Team
 - President/CEO – Sean Connolly
 - Executive Vice President, General Counsel, Corporate Secretary – Carey Bartell
 - Executive Vice President/CFO - David Marburger
 - Senior Vice President/Chief Information Officer – Tracey Schaefer
- Contact Information for this team:
222 W. Merchandise Mart Plaza, Suite 1300
Chicago, IL 60654
312-549-5000
2. Production Facility
Conagra Brands, Inc.
801 Dye Mill Road
Troy, OH 45373
 3. Please see the list at the top of this page.
 4. Our bid team uses K12Foodservice to track commodity balances

EXHIBIT E: CONTRACTOR INTAKE FORM

All potential Puget Sound Joint Purchasing Cooperative (PSJPC) Contractors or Governmental Entities must sign and submit this form before a PSJPC contract or Agreement is offered.

1. CONTRACTOR NAME (AS LEGALLY REGISTERED WITH THE IRS):	CONTRACTOR DBA (DOING BUSINESS AS) NAME:		
Conagra Brands, Inc.	Conagra Foodservice		
2. CONTRACTOR ADDRESS & CONTACT INFORMATION:			
ADDRESS (NUMBER, STREET, AND APT OR SUITE) 801 Dye Mill Road	CITY Troy	STATE OH	ZIP CODE 45373
BUSINESS PHONE NUMBER 937-449-2940	BUSINESS FAX NUMBER 937-339-1024		
CONTRACT MANAGER NAME Charles Sayous Jr	CONTRACT MANAGER EMAIL ADDRESS Erebust@aol.com		
CONTRACT MANAGER PHONE NUMBER 973-252-5364	CONTRACT MANAGER FAX 973-813-1911		
3. CONTRACTOR LICENSE:			
Do you have a current Washington State business license?		<input checked="" type="checkbox"/> Yes	No
Have you had any contract to provide services terminated for default? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If you do not have a Washington State business license, explain why you are exempt from registering your business with the State of Washington.		
If yes, please attach a list of each terminated contract with an explanation of the situation involved.	To file for a Master Business Application, visit www.dor.wa.gov .		
4. BUSINESS INFORMATION:			
How is your business organized? Corporation	If filing as Corporation, non-profit, attach a copy of 501(c) status.		
Is your business a small, women/minority, or veteran-owned business" as defined in Chapter 39.26.010 RCW? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, please complete and submit the <u>Self-Certification Statement</u> with this form. Refer to Chapter 39.26.010 RCW for more information.		
TAXPAYER IDENTIFICATION NUMBER (TIN) SSN: - - EIN: 47-0248710	For individuals, this is your Social Security Number (SSN). For other entities (corporations, school districts, etc.) this is your Employer Identification Number (EIN).		
STATEWIDE VENDOR NUMBER SWV 016 -3336	Individuals awarded contracts with PSJPC are required to register as a Statewide Vendor. Visit the Department of Enterprise Services to <u>register as a Statewide Vendor</u> .		
5. WASHINGTON STATE EMPLOYMENT (Not applicable to ESDs, School Districts, and State Agencies):			
Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington? *Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A			
If yes: Current or Former			
Former If you checked Yes, you may be required to seek guidance from the <u>Executive Ethics Board</u> ; PSJPC will contact you for clarification about your current/former role.			
<i>*District and Educational Service District employees are not considered state employees for this purpose. As a reminder, please check with your employer regarding their outside work policies.</i>			

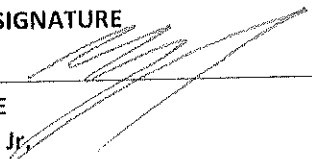
6. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify PSJPC of any changes in any statement.	
CONTRACTOR SIGNATURE 	DATE 10/23/2024
PRINTED NAME Charles Sayous Jr.	TITLE Bid Coordinator

EXHIBIT F: QUALIFICATION AFFIRMATIONS

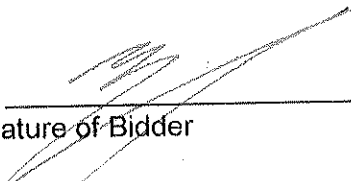
CONSULTANT INFORMATION	
Name:	Charles Sayous Jr
Organization Name: (if applicable):	Conagra Brands, Inc.

All vendors for School Year 2024-2025 and subsequent years, shall be approved for processing by USDA with a National Processing Agreement (NPA) and a USDA approved In-State processor agreement for the State of Washington. Either agreement must be on file and approved by OSPI.

MINIMUM QUALIFICATIONS
<p><i>Please check box if applicable.</i></p> <p><input checked="" type="checkbox"/> For School Year 2024-2025, Vendor is approved for processing by USDA with a National Processing Agreement (NPA) and a USDA approved In-State processor agreement for the State of Washington. Either agreement must be on file and approved by OSPI.</p>

Consultants who do not meet the minimum qualifications noted above will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

	10/23/2024	Palm Coast, FL
Signature of Bidder	Date	Place Signed (City, State)

Charles Sayous Jr	Bid Coordinator	Conagra Brands,
Print Name	Title	Organization Name

EXHIBIT G POLYCHLORINATED BIPHENYLS CERTIFICATION

Pursuant to RCW 39.26.280, the Washington State Superintendent of Public Instruction is required to provide a preference to a bidder that provides products or products in packaging that do not contain Polychlorinated Biphenyls (PCBs).

I hereby certify, on behalf of the firm identified below, as follows (check one):

Not applying for the PCBs Preference.

OR

ALL Products have been tested for Polychlorinated Biphenyls. All product(s) identified in the above solicitation, have been tested within the previous 365 days, were performed by an independent, third-party laboratory using Environmental Protection Agency (EPA) Analytical Method 1668c. The test results are attached.

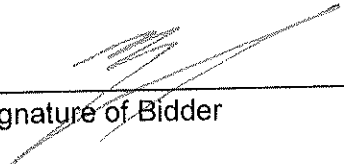
OR

All product(s) identified below, have been tested within the previous 365 days, were performed by an independent, third-party laboratory using Environmental Protection Agency (EPA) Analytical Method 1668c. The test results are attached.

Product: _____

Product: _____
Include additional lines as necessary

I hereby certify, under penalty of perjury under the laws of the State of Washington that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

 _____ Signature of Bidder	10/23/2024 _____ Date	Palm Coast, FL _____ _____ Place Signed (City, State)
---	-----------------------------	---

Charles Sayous Jr _____ Print Name	Bid Coordinator _____ Title	Conagra Brands, Inc. _____ Organization Name
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EXHIBIT H: PROPOSAL CHECKLIST

Please use the checklist below to ensure that you have submitted all required materials in the required format. This checklist must be submitted with your proposal.

Included in Proposal	Component
<input checked="" type="checkbox"/>	Letter of Submittal
<input checked="" type="checkbox"/>	Exhibit A: Certifications and Assurances, Buy American, Lobbying & Debarment Forms
<input checked="" type="checkbox"/>	Exhibit D: Vendor Profile, References, and Sales/Ordering Information
<input checked="" type="checkbox"/>	Exhibit E: Contractor Intake Form
<input checked="" type="checkbox"/>	Exhibit F: Qualification Affirmations
<input checked="" type="checkbox"/>	Exhibit G: Polychlorinated Biphenyls Certification
<input checked="" type="checkbox"/>	SY24-25 USDA signed Summary End Product Data Schedule (SEPDS) form(s)
<input checked="" type="checkbox"/>	Nutritional Data Sheets for Items Submitted
<input checked="" type="checkbox"/>	Small Business Self-Certification, if applicable (see Contractor Intake Form)
<input checked="" type="checkbox"/>	Appendix A: PSJPC Protest Procedure
<input checked="" type="checkbox"/>	Appendix B: Bidders Authorized Offer - Signatures
<input checked="" type="checkbox"/>	Appendix C: Bidders Profile
<input checked="" type="checkbox"/>	Appendix E: Price Worksheet

NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA Revised 11/1/2024

School Year	Processor Name	Product Status A-Approved N-New R-Revised X-Expired	End Product Code	End Product Description	Net Weight per Case (pounds)	Servings per Case	Net Weight per Serving (Ounces)	WBSUM USDA Foods Material Code	WBSUM USDA Foods Material Description	USDA Foods Inventory Drawdown per Case	USDA Foods Value per Pound	USDA Foods Value per Case	USDA Approval Date
5/25	Conagra Foods	A	16272-20120	Gliardi Three Cheese Calzone	17.55	60.00	4.65	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	6.07	\$1.8444	\$11.20	11/1/2024
5/25	Conagra Foods	A	16272-20121	Gliardi Meat Combo Calzone	17.55	60.00	4.65	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	4.43	\$1.8444	\$8.17	11/1/2024
5/25	Conagra Foods	A	16272-20122	Gliardi Pepperoni Calzone	17.55	60.00	4.65	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	4.43	\$1.8444	\$8.17	11/1/2024
5/25	Conagra Foods	A	77387-12407	The Max Stuffed Crust Cheese Pizza	21.76	72.00	4.94	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	4.55	\$1.8444	\$8.39	11/1/2024
5/25	Conagra Foods	A	77387-12408	The Max Stuffed Crust Pepperoni Pizza	21.92	72.00	4.87	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	4.12	\$1.8444	\$7.60	11/1/2024
5/25	Conagra Foods	A	77387-12409	The Max Stuffed Crust Sausage Whole Grain Pizza	22.28	72.00	4.95	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	4.23	\$1.8444	\$7.80	11/1/2024
5/25	Conagra Foods	A	77387-12459	The Max Whole Grain MacStx	33.16	192.00	1.93	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	6.05	\$1.8444	\$11.18	11/1/2024
5/25	Conagra Foods	A	77387-12521	The Max Pizza Quesadilla Choices	15.00	48.00	5.00	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	2.97	\$1.8444	\$4.92	11/1/2024
5/25	Conagra Foods	A	77387-12522	The Max Pizza Quesadilla Chicken	15.00	48.00	5.00	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	1.93	\$1.8444	\$2.45	11/1/2024
5/25	Conagra Foods	A	77387-12562	The Max Breakfast Pizzazz Sausage Whole Grain Pizza	29.25	192.00	2.44	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	5.78	\$1.8444	\$9.74	11/1/2024
5/25	Conagra Foods	A	77387-12584	The Max 4x6 100% Mozz Cheese Whole Grain Pizza	27.90	96.00	4.65	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	7.50	\$1.8444	\$13.83	11/1/2024
5/25	Conagra Foods	A	77387-12585	The Max 4x6 100% Mozz Pepperoni Whole Grain Pizza	27.90	96.00	4.65	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	6.00	\$1.8444	\$11.07	11/1/2024
5/25	Conagra Foods	A	77387-12602	The Max 100% Mozz White & Grain MacStx	23.15	192.00	1.53	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	12.11	\$1.8444	\$22.34	11/1/2024
5/25	Conagra Foods	A	77387-12611	The Max Twisted Soft Cinnamon Blueberry	13.80	96.00	7.30	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	7.65	\$1.8444	\$4.88	11/1/2024
5/25	Conagra Foods	A	77387-12613	The Max 100% Mozz Stuffed Crust Pepperoni Whole Grain Pizza	23.50	72.00	5.00	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	8.14	\$1.8444	\$15.01	11/1/2024
5/25	Conagra Foods	A	77387-12616	The Max 100% Mozz Stuffed Crust Cheese Whole Grain Pizza	23.50	72.00	5.00	110244	CHEESE 1/0Z LM PT SKIM UNFZ PROC PK(41125)	9.13	\$1.8444	\$16.84	11/1/2024

NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA Revised 11/1/2024

School Year	Processor Name	Product Status A-Approved N-New R-Revised X-Expired	End Product Code	End Product Description	Net Weight per Case (pounds)	Servings per Case	Net Weight per Serving (Ounce)	WBSN USDA Foods Material Code	WBSN USDA Foods Material Description	USDA Foods Inventory Drawdown per Case	USDA Foods Value per Pound	USDA Foods Value per Case	USDA Approval Date
5/25	Conagra Foods	A	77387-12617	The Max Real Slice 100% Mozzarella Pepperoni Pizza	28.80	96.00	4.80	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	12.06	\$1.8444	\$72.24	11/1/2024
5/25	Conagra Foods	A	77387-12618	The Max Real Slice 100% Mozzarella Turkey Pepperoni Pizza	28.80	96.00	4.80	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	10.74	\$1.8444	\$19.81	11/1/2024
5/25	Conagra Foods	A	77387-12655	The Max 4x8 Cheese Whole Grain Pizza	27.36	96.00	4.56	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	3.93	\$1.8444	\$7.25	11/1/2024
5/25	Conagra Foods	A	77387-12656	The Max 4x8 Turkey Pepperoni Whole Grain Pizza	27.36	96.00	4.56	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	3.71	\$1.8444	\$5.97	11/1/2024
5/25	Conagra Foods	A	77387-12658	The Max 4x8 Turkey Pepperoni Whole Grain ConQuest	34.12	96.00	4.02	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	3.21	\$1.8444	\$5.82	11/1/2024
5/25	Conagra Foods	A	77387-12671	The Max Stuffed Crust Cheese Whole Grain Pizza	31.78	72.00	4.84	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	4.55	\$1.8444	\$8.39	11/1/2024
5/25	Conagra Foods	A	77387-12680	The Max Real Slice Cheese Whole Grain Pizza	28.00	96.00	4.67	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	4.14	\$1.8444	\$7.64	11/1/2024
5/25	Conagra Foods	A	77387-12681	The Max Real Slice Pepperoni Whole Grain Pizza	28.00	96.00	4.67	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	3.75	\$1.8444	\$6.92	11/1/2024
5/25	Conagra Foods	A	77387-12682	The Max Stuffed Crust Pepperoni Whole Grain Pizza	31.92	72.00	4.87	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	4.12	\$1.8444	\$7.60	11/1/2024
5/25	Conagra Foods	A	77387-12685	Whole Grain Mustard	25.15	192.00	1.93	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	6.05	\$1.8444	\$11.18	11/1/2024
5/25	Conagra Foods	A	77387-12685	The Max 100% Mozzarella Real Slice Pepperoni Whole Grain Pizza	28.00	96.00	4.67	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	6.95	\$1.8444	\$12.85	11/1/2024
5/25	Conagra Foods	A	77387-12687	The Max 100% Mozzarella Real Slice Cheese Whole Grain Pizza	28.00	96.00	4.67	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	8.01	\$1.8444	\$14.83	11/1/2024
5/25	Conagra Foods	A	77387-12699	The Max WG Pizza Quesadilla Cheese	28.98	96.00	4.83	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	4.02	\$1.8444	\$7.41	11/1/2024
5/25	Conagra Foods	A	77387-12700	The Max WG Pizza Quesadilla Chicken	30.00	96.00	5.00	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	1.99	\$1.8444	\$3.54	11/1/2024
5/25	Conagra Foods	A	77387-12705	The Max 4x8 Turkey Sausage Whole Grain Pizza	27.36	96.00	4.56	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	2.94	\$1.8444	\$5.42	11/1/2024
5/25	Conagra Foods	A	77387-12708	The Max 3x4 Whole Grain Breakfast Pizza Turkey Sausage	31.92	192.00	2.66	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	3.42	\$1.8444	\$6.31	11/1/2024

NPA Summary End Product Data Schedule

Revised 11/1/2024

Information Certified as Accurate by USDA

School Year	Processor Name	Product Status A-Approved N-New R-Revised X-Expired	End Product Code	End Product Descriptor	Net Weight per Case (pounds)	Servings per Case	Net Weight per Serving (Ounces)	WBSCM USDA Foods Material Code	WBSCM USDA Foods Material Description	USDA Foods Inventory Drawdown per Case	USDA Foods Value per Pound	USDA Foods Value per Case	USDA Approval Date
5Y25	Conagra Foods	A	77387-12714	The Max MaxShaw Whole Grain Totally Taco	24.54	95.00	4.05	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	2.37	\$1.8444	\$4.37	11/1/2024
5Y25	Conagra Foods	A	77387-12715	The Max FFK Plus Stuffed Crust WG Reduced Sodium Cheese Pizza	21.50	72.00	4.80	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	6.10	\$1.8444	\$11.25	11/1/2024
5Y25	Conagra Foods	A	77387-12717	The Max FFK Plus Stuffed Crust WG Reduced Sodium Turkey Pepperoni Pizza	21.50	72.00	4.80	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	5.43	\$1.8444	\$10.02	11/1/2024
5Y25	Conagra Foods	A	77387-12718	The Max FFK Plus 4x6 WG Reduced Sodium Cheese Pizza	28.06	95.00	4.66	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	5.13	\$1.8444	\$9.46	11/1/2024
5Y25	Conagra Foods	A	77387-12719	The Max FFK Plus 4x6 WG Reduced Sodium Turkey Pepperoni Pizza	28.06	95.00	4.66	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	4.38	\$1.8444	\$8.08	11/1/2024
5Y25	Conagra Foods	A	77387-12722	The Max FFK Plus MaxSix WG Reduced Sodium	23.40	192.00	1.95	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	9.09	\$1.8444	\$16.77	11/1/2024
5Y25	Conagra Foods	A	77387-77355	The Max Mim Pizz Triangles Pepperoni	36.10	95.00	4.35	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	3.30	\$1.8444	\$6.09	11/1/2024
5Y25	Conagra Foods	A	77387-77355	The Max Mim Pizz Triangles Cheese	36.10	95.00	4.35	110244	CHEESE 1/0Z LM PT SKM UNFZ PROC PK(41125)	4.50	\$1.8444	\$8.30	11/1/2024

APPENDIX A - PROTEST PROCEDURE

PROPOSALS FOR USDA COMMODITY MOZZARELLA CHEESE PRODUCTS

Puget Sound Joint Purchasing Cooperative: Bid #1-202425

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.

APPENDIX A - PROTEST PROCEDURE

PROTEST AFTER AWARD:

PROTEST AFTER AWARD CRITERIA:

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

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

INITIATING THE PROTEST PROCESS AFTER AWARD:

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

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

The PSJPC Executive Director will:

Issue a decision on the protest within ten (10) business days after the protest was received, unless more time is needed. The protesting Bidder and the Bidder who has received the Award shall be notified of any delay in issuing the PSJPC Executive Director decision if more time is needed. The decision of the PSJPC Executive Director is final if the award is upheld. The PSJPC Executive Director may subsequently issue further clarifications, if necessary.

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

AWARDED BIDDER APPEAL PROCESS

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

The PSJPC Board or designee will:

Issue a decision

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

If more time is needed to issue a decision, all Bidders, including the appealing Bidder and the original protesting Bidder, will be notified.

APPENDIX A - PROTEST PROCEDURE

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

PROPOSALS FOR USDA COMMODITY MOZZARELLA CHEESE PRODUCTS
Puget Sound Joint Purchasing Cooperative: Bid #1-202425

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

Charles Sayous Jr

Name

Conagra Brands, Inc.

Company Name

10/15/2024

Date

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

APPENDIX C BIDDER PROFILE

PROPOSALS FOR USDA COMMODITY MOZZARELLA CHEESE PRODUCTS

Puget Sound Joint Purchasing Cooperative: Bid #1-202425

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: 47-0248710
2. WA State Department of Revenue Registration Tax number 602729300
3. Company Internet URL Address (if available): www.conagrabrands.com

4. Company Mailing Addresses

801 Dye Mill Road
Troy, OH 45373

5. Orders to be sent to:

Terry.Green@aexio.com

6. Billing will be from

Conagra Brands, Inc.
Eleven Conagra Drive
Omaha, NE 68102

7. Payment to be sent to

Conagra Brands, Inc.
PO Box 56929
Los Angeles CA 90074

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:	North East ISD/TX
Address:	3623 Highpoint San Antonio, TX 78217
Contact Person:	Louisa Kates
Telephone:	210-356-9102
Product Provided /Approx. Dollar Cost	Various Pizza products/\$800,000

2) Agency/Company Name:	Miami Dade County Schools
Address:	4042 Flagler Street Maimi, FL 33144
Contact Person:	Susan Rothstein
Telephone:	786-275-0446
Product Provided /Approx. Dollar Cost	Various Pizza products/\$2.1M

3) Agency/Company Name:	State of Alabama
Address:	100 North Union Street Montgomery, AL 36104
Contact Person:	June Barrett
Telephone:	334-242-9715
Product Provided /Approx. Dollar Cost	Various Pizza products/\$3.4M

APPENDIX C BIDDER PROFILE

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>Gabriela Jacobs</u>	Name:	<u>Ivan Holeman</u>
Telephone:	<u>206-330-3896</u>	Telephone:	<u>503-830-3965</u>
Toll Free No.	<u></u>	Toll Free No.	<u></u>
Mobile Phone	<u>206-330-3896</u>	Mobile Phone	<u>503-830-3965</u>
Territory	<u>Washington</u>	Territory	<u>Northwest US</u>
Fax:	<u></u>	Fax:	<u></u>
Email:	<u>Gabriela.Jacobs@acxion.com</u>	Email:	<u>Ivan.Holeman@conagra.com</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2024

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

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

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT WTW Certificate Center
NAME:
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX** (A/C, No): 1-888-467-2378
E-MAIL
ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property & Casualty Insurance Company	20699
INSURER C: Indemnity Insurance Company of North Ameri	43575
INSURER D: ACE Fire Underwriters Insurance Company	20702
INSURER E:	
INSURER F:	

INSURED
Conagra Brands, Inc. and Its Subsidiaries
222 Merchandise Mart Plaza
Suite 1300
Chicago, IL 60654

COVERAGES

CERTIFICATE NUMBER: W35847188

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Additional Insured - Vendors GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	XSL G48914986	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 SIR \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	ISA H10836487	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 25,000 <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	Y	XEU G28121696 009	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	WLR C57242103	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Workers Compensation & Employers Liability - MA Per Statute		WLR C5724219A	06/01/2024	06/01/2025	E.L. Each Accident: \$1,000,000 E.L. Disease Ea. Emp: \$1,000,000 E.L. Disease-Pol Lmt: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 05/21/2024 WITH ID: W33593134.
SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Puget Sound Joint Purchasing Cooperative
2661 N. Pearl Street #139
Tacoma, WA 98407

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Conagra Brands, Inc. and Its Subsidiaries 222 Merchandise Mart Plaza Suite 1300 Chicago, IL 60654	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Puget Sound Joint Purchasing Cooperative is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability where required by written contract.

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702
 POLICY NUMBER: SCF C57242310 EFF DATE: 06/01/2024 EXP DATE: 06/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	E.L. Each Accident:	\$1,000,000
& Employers Liability - WI	E.L. Disease-Ea Empl:	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt:	\$1,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: WCU C57242255 EFF DATE: 06/01/2024 EXP DATE: 06/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	E.L. Each Accident:	\$1,000,000
& Employers Liability - OH/WA	E.L. Disease-Ea Empl:	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt:	\$1,000,000



To: Certificate Holders
From: Risk Management
Subject: Conagra Brands, Inc. Insurance Certificates

Parent: Conagra Brands, Inc. (formerly known as ConAgra Foods, Inc.)

Subsidiaries:

SWEETWOOD SMOKEHOUSE, LLC; SWEETWOOD CATTLE COMPANY, LLC; SWEETWOOD SMOKE & CO.
ANGIE'S ARTISAN TREATS, LLC
BFEL INDEMNITOR, INC.
BIGS CORP. (*Bigs LLC and Daisy Seeds Corp merged together*)
BLAKE'S ALL NATURAL FOODS (*registered DBA*)
BOULDER BRANDS INVESTMENT GROUP, LLC
CONAGRA DMAT ULC
CONAGRA EUROPE B.V.
CONAGRA FOODS ENTERPRISE SERVICES, INC.
CONAGRA FOODS EXPORT COMPANY, INC.
CONAGRA FOODS FOOD INGREDIENTS COMPANY, LLC (*merged into Conagra Brands, Inc.*)
CONAGRA FOODS LUXEMBOURG HOLDINGS LLC
CONAGRA FOODS PACKAGED FOODS, LLC (*Blake's Turkey Farm, LLC, Lincoln Snacks Company, Macomb Smoked Meats, LLC, Odom's Tennessee Pride Sausage, Inc. and Sandwich Bros. of Wisconsin, LLC merged into this company*)
CONAGRA FOODS RDM, LLC.
CONAGRA FOODS SALES, LLC (*formerly ConAgra Foods Sales, Inc.*)
CONAGRA FUNDING, LLC
CONAGRA GROCERY PRODUCTS COMPANY, LLC
CONAGRA INTERNATIONAL, INC.
COUNCIL BLUFFS PAYROLL COMPANY
DUKE'S MEATS CORP. (*Thanasi Foods LLC and Bo Snacks Corp merged together*)
FRONTERA FOODS (*registered DBA*)
PEAK FINANCE HOLDINGS LLC (*through a series of mergers the following merged into this company: Avian Holdings LLC, Birds Eye Foods LLC, Birds Eye Foods, Inc., Boulder Brands USA, Inc., Boulder Brands, Inc., GLK Holdings, Inc., GLK, LLC, Pinnacle Foods Finance Corp., Pinnacle Foods Finance LLC, Pinnacle Foods Fort Madison LLC, Pinnacle Foods Group LLC, Pinnacle Foods Inc., Pinnacle Foods International Corp.*)
SEASONAL EMPLOYERS, INC.

* If you should no longer require any certificate(s) of insurance, please respond back to the following contacts:
Betty.Gramer@willistowerswatson.com



ES Foods Letter of Submittal

Along with introductory remarks, please attach to the Letter of Submittal the following information about the Consultant and any proposed subcontractors:

1. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.);

Response from ES Foods:

- CEO: Gary Davis
- President: Jeff Rowe
- Treasurer: Amy Josephson
- CFO: Ed Virgona
- Senior VP Of Sales: Tom Ferris
- National Category Director: Micah Scott

2. Location of the facility from which the Consultant would operate;

Response from ES Foods: Our corporate office is: 20 Crossways Park North, Suite 100, Woodbury, NY 11797

3. A detailed list of all materials and enclosures included in the Proposal.

Response from ES Foods: Below are the materials we enclosed in the proposal.

- SEPDS for SY 2025-2026 and
- Product Information/Nutritional Spec Sheet & Product Formulation Sheets
- State of NY Biennial Statement, Cert of Incorporation & Cert of Good Standing
- W9
- State of Washington Business License
- ES Foods Company Background and Business and Financial Capability as well as the Bios of all Executive Leadership Team.
- ES Foods Dedicated Team – Organizational Chart
- Buy American Letter
- ES Foods Official Quote

EXHIBIT A: CERTIFICATION AND ASSURANCES

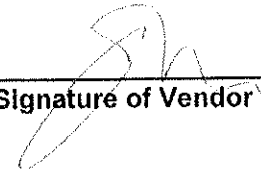
Vendor must sign and include the full text of this Exhibit A with their proposal.

Vendor makes the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Vendor declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Vendor may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by PSJPC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) day period.
4. In preparing this proposal, Vendor has not been assisted by any current or former employee of the PSJPC whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Vendor understands that PSJPC will not reimburse Vendor for any costs incurred in the preparation of this proposal. All proposals become the property of PSJPC, and Vendor claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor.
7. Vendor agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Vendor has described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Vendor grants PSJPC the right to contact references and others, who may have pertinent information regarding the Vendor's prior experience and ability to perform the services outlined in this procurement.
10. Vendor acknowledges that if awarded a contract with PSJPC, Vendor is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Vendor agrees to submit additional information about its nondiscrimination policies, at any time, if requested by PSJPC.

11. Vendor certifies that Vendor has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
12. Vendor has not been debarred or otherwise restricted from participating in any public contracts.
13. Vendor certifies that Vendor has not willfully violated Washington State's wage payment laws within the last three (3) years.
14. Vendor acknowledges its obligation to notify PSJPC of any changes in the certifications and assurances above.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

	11/6/2024	San Ramon, CA
Signature of Vendor	Date	Place Signed (City, State)
Olivia Kan	Director, Contract & Bid Administration	ES Foods
Print Name	Title	Organization Name

18. BUY AMERICAN

Bidder will comply with the Buy American requirement, which dictates that schools participating in the federal school lunch programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51%) using agricultural commodities that are produced in the US (7 CFR 250.33 (a)(b), 250.17 (e)). Awarded Vendor will provide information on products' origin. The distributor will ensure that products offered to PSJPC will be American, to the maximum extent practicable, and marked as American in the ordering system.

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

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

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

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

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

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

By signing below the vendor/major manufacturer 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 12/6/2024

Vendor Name ES Foods

Completed By  Olivia Kan/Director, Contract & Bid Administration

CERTIFICATION REGARDING LOBBYING

(Submit this form attached to your SF-424 proposal)

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

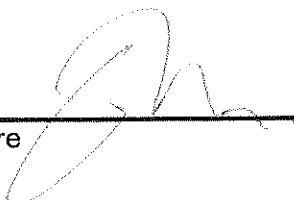
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ES Foods	RFP NO. 1-202425
Organization Name	Proposals for Processed Donated USDA Mozzarella Cheese & Commercial Equivalents Project Name & CFDA Number

Olivia Kan/Director, Contract & Bid Administration
Name and Title of Authorized Representative

	11/6/2024
Signature	Date

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (e) The contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following Unique Identity ID Number: T3LJSGXJMHY7.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this 6th day of November, 20 24

By  _____

Authorized Signature for Contractor

Olivia Kan/Director, Contract & Bid Administration

Printed Name and Title

EXHIBIT D: VENDOR PROFILE AND REFERENCES

COMPANY INFORMATION

Contractor Information: Provide below, the 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 PSJPC may execute any Contract arising from this RFP, including the names and titles of Vendor's principal officers.

1. Federal Tax Identification Number: 11-3539316
2. WA State Department of Revenue Registration Tax Number: 602956129
3. Company URL Address: ww.esfoods.com
4. Company Mailing Address: 20 Crossways Park North, Suite 100, Woodbury, NY 11797
5. Orders to be sent to: 20 Crossways Park North, Suite 100, Woodbury, NY 11797
Fax: 516-364-7478 Email: orders@esfoods.com
6. Billing will be from: 20 Crossways Park North, Suite 100, Woodbury, NY 11797
7. Payment will be sent to: Continental Republic Capital, LLC, FBO ES Foods, Inc;
A/C #8011252275, PO Box 650841, Dallas, Texas 75265-0841
Contact: Skip Lemoine; Phone: 504-262-8616,
email: slemoine@republicbc.com
8. Hold and Recall Contact Information: Primary Contact: Jeff Rowe (President): Phone: 516-682-5494
Email: jrowe@esfoods.com
Secondary Contact: Natalia Castro (Quality Assurance Manager)
Phone: 516-682-5494; Email: ncastro@esfoods.com; qualityassurance@esfoods.com

POLITICAL SUBDIVISIONS: Vendor agrees to sell the goods and services on this contract to political subdivisions (school districts): Yes No (If reply is "No" attach letter to this proposal response explaining reason(s) for declining participation by political subdivisions).

REFERENCES

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

1) Agency/Company Name:	Seattle Public School
Address:	2445 3rd Ave. S, Seattle, WA 98134
Contact Person:	Aaron Smith (Director of Nutrition Services)
Telephone:	206-252-0675 (email: aasmith@seattleschools.org)
Product Provided/Approx. Dollar Cost	SY 23-24 - Commodity Processed Cheese Products and Granola Bake Snack Products/\$30000. For SY 24-25, school has diverted 11156 lbs to us. to be used on various commodity products. Estimated Dollar Cost: approx \$70,000

2) Agency/Company Name:	Buffalo Public Schools
Address:	1055 E. Delavan Avenue, Buffalo, NY 14215
Contact Person:	Ruth L. Conner (Supervisor, Child Nutrition Services)
Telephone:	Tel: 716-816-3314 (Email: RLConner@buffaloschools.org)
Product Provided/Approx. Dollar Cost	SY 23-24 - Commodity Processed Cheese Products/approx \$142,000 SY 24/25 - Various Commodity processed Products/Approx \$150,491

3) Agency/Company Name:	Memphis-Shelby County Schools
Address:	3176 Jackson Ave Memphis, TN 38112
Contact Person:	Kim Stewart (Menu Planning Manager)
Telephone:	901-416-0063 (Email: stewartkj@scsk12.org)
Product Provided/Approx. Dollar Cost	SY 23-24 - Various Commodity Processed Products/ over \$550,000 SY 24/25 - Various Commodity Processed Products/approx \$385,000

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.):

SALES AND ORDERING INFORMATION

Vendor shall complete the following information and return with proposal response.

1. Sales Representative(s): Indicate below the contact information and specific territories covered:

Name: <u>Micah Scott (National Category Director)</u>	Name: _____
Telephone: <u>516-682-5494</u>	Telephone: _____
Toll No: <u>N/A</u> Free	Toll Free No: _____
Mobile Phone: <u>704-502-2710</u>	Mobile Phone: _____
Territory: <u>West Coast (incl. Washington)</u>	Territory: _____
Fax: <u>516-364-7478</u>	Fax: _____
Email: <u>mscott@esfoods.com</u>	Email: _____

2. Payment Term: Prompt Payment Discount 0 % net 30 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and proposal pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).
3. Volume Discount: Identify volume discount(s), please indicate the discount 0 % or \$ 0 and when it applies:
4. Standard Lead Time after receipt of order (ARO) is Please see below calendar days.
5. Minimum case quantities Please see below for direct deliveries of shipment to Washington State locations.
6. Minimum order quantity Please see below for distributor orders to Washington State.

LEAD-TIME: Lead-Time: 3 weeks after receipt of order with the exception of 25442 (Chicken & Cheese Empanada) which is 4 weeks after receipt of order. Lead-Times do not include transit time which can take from 3-5 days. LTL orders ship on Friday.

Minimum case quantities for direct deliveries and the same for distributors orders to Washington State:

- Item 25442 - 272 cases
- Items 25401 - 188 cases
- Item 25405 - 191 cases
- Item 25407 - 171 cases
- Item 25411/25415/25417/61921/61955 - 180 cases
- Item 61191 - 334 cases

MS
Olivia A. Kim
ES Foods

EXHIBIT E: CONTRACTOR INTAKE FORM

All potential Puget Sound Joint Purchasing Cooperative (PSJPC) Contractors or Governmental Entities must sign and submit this form before a PSJPC contract or Agreement is offered.

1. CONTRACTOR NAME (AS LEGALLY REGISTERED WITH THE IRS):		CONTRACTOR DBA (DOING BUSINESS AS) NAME:	
ES Foods			
2. CONTRACTOR ADDRESS & CONTACT INFORMATION:			
ADDRESS (NUMBER, STREET, AND APT OR SUITE) 20 Crossways Park North, Suite 100	CITY Woodbury	STATE NY	ZIP CODE 11797
BUSINESS PHONE NUMBER 516-682-5494	BUSINESS FAX NUMBER 516-364-7478		
CONTRACT MANAGER NAME Olivia Kan	CONTRACT MANAGER EMAIL ADDRESS bids@esfoods.com		
CONTRACT MANAGER PHONE NUMBER 516-682-5494	CONTRACT MANAGER FAX 516-364-7478		
3. CONTRACTOR LICENSE:			
Do you have a current Washington State business license? <input checked="" type="checkbox"/> Yes No			
Have you had any contract to provide services terminated for default? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If you do not have a Washington State business license, explain why you are exempt from registering your business with the State of Washington.	
If yes, please attach a list of each terminated contract with an explanation of the situation involved.		To file for a Master Business Application, visit www.dor.wa.gov .	
4. BUSINESS INFORMATION:			
How is your business organized? S-Corporation (Please see attached documents)		If filing as Corporation, non-profit, attach a copy of 501(c) status.	
Is your business a small, women/minority, or veteran-owned business" as defined in Chapter 39.26.010 RCW? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, please complete and submit the <u>Self-Certification Statement</u> with this form. Refer to Chapter 39.26.010 RCW for more information.	
TAXPAYER IDENTIFICATION NUMBER (TIN) SSN: - - EIN: - 11-3539316		For individuals, this is your Social Security Number (SSN). For other entities (corporations, school districts, etc.) this is your Employer Identification Number (EIN).	
STATEWIDE VENDOR NUMBER SWV - SWV0201744		Individuals awarded contracts with PSJPC are required to register as a Statewide Vendor. Visit the Department of Enterprise Services to <u>register as a Statewide Vendor</u> .	
5. WASHINGTON STATE EMPLOYMENT (Not applicable to ESDs, School Districts, and State Agencies):			
Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington? *Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A			
If yes: Current or Former			
Former If you checked Yes, you may be required to seek guidance from the <u>Executive Ethics Board</u> ; PSJPC will contact you for clarification about your current/former role.			
<i>*District and Educational Service District employees are not considered state employees for this purpose. As a reminder, please check with your employer regarding their outside work policies.</i>			

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6. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify PSJPC of any changes in any statement.

CONTRACTOR SIGNATURE	DATE
	11/6/2024

PRINTED NAME	TITLE
Olivia Kan	Director, Contract & Bid Administration

EXHIBIT F: QUALIFICATION AFFIRMATIONS

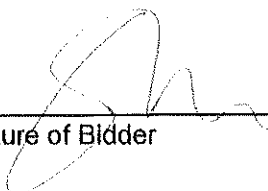
CONSULTANT INFORMATION	
Name:	Olivia Kan
Organization Name: (if applicable):	ES Foods

All vendors for School Year 2024-2025 and subsequent years, shall be approved for processing by USDA with a National Processing Agreement (NPA) and a USDA approved In-State processor agreement for the State of Washington. Either agreement must be on file and approved by OSPI.

MINIMUM QUALIFICATIONS
<i>Please check box if applicable.</i>
<input checked="" type="checkbox"/> For School Year 2024-2025, Vendor is approved for processing by USDA with a National Processing Agreement (NPA) and a USDA approved In-State processor agreement for the State of Washington. Either agreement must be on file and approved by OSPI.

Consultants who do not meet the minimum qualifications noted above will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

	11/6/2024	San Ramon, CA
Signature of Bidder	Date	Place Signed (City, State)

Olivia Kan	Director, Contract & Bid Administration	ES Foods
Print Name	Title	Organization Name

**EXHIBIT G
POLYCHLORINATED BIPHENYLS CERTIFICATION**

Pursuant to RCW 39.26.280, the Washington State Superintendent of Public Instruction is required to provide a preference to a bidder that provides products or products in packaging that do not contain Polychlorinated Biphenyls (PCBs).

I hereby certify, on behalf of the firm identified below, as follows (check one):

Not applying for the PCBs Preference.

OR

ALL Products have been tested for Polychlorinated Biphenyls. All product(s) identified in the above solicitation, have been tested within the previous 365 days, were performed by an independent, third-party laboratory using Environmental Protection Agency (EPA) Analytical Method 1668c. The test results are attached.

OR

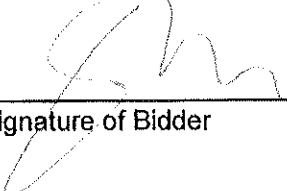
All product(s) identified below, have been tested within the previous 365 days, were performed by an independent, third-party laboratory using Environmental Protection Agency (EPA) Analytical Method 1668c. The test results are attached.

Product: _____

Product: _____

Include additional lines as necessary

I hereby certify, under penalty of perjury under the laws of the State of Washington that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

	11/6/2024	San Ramon, CA
Signature of Bidder	Date	Place Signed (City, State)

Olivia Kan	Director, Contract & Bid Administration	ES Foods
Print Name	Title	Organization Name

APPENDIX A - PROTEST PROCEDURE

PROPOSALS FOR USDA COMMODITY MOZZARELLA CHEESE PRODUCTS

Puget Sound Joint Purchasing Cooperative: Bid #1-202425

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.

APPENDIX A - PROTEST PROCEDURE

PROTEST AFTER AWARD:

PROTEST AFTER AWARD CRITERIA:

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

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

INITIATING THE PROTEST PROCESS AFTER AWARD:

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

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

The PSJPC Executive Director will:

Issue a decision on the protest within ten (10) business days after the protest was received, unless more time is needed. The protesting Bidder and the Bidder who has received the Award shall be notified of any delay in issuing the PSJPC Executive Director decision if more time is needed. The decision of the PSJPC Executive Director is final if the award is upheld. The PSJPC Executive Director may subsequently issue further clarifications, if necessary.

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

AWARDED BIDDER APPEAL PROCESS

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

The PSJPC Board or designee will:

Issue a decision

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

If more time is needed to issue a decision, all Bidders, including the appealing Bidder and the original protesting Bidder, will be notified.

APPENDIX A - PROTEST PROCEDURE

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.

Jmi.
CS FORMS

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

PROPOSALS FOR USDA COMMODITY MOZZARELLA CHEESE PRODUCTS
Puget Sound Joint Purchasing Cooperative: Bid #1-202425

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

Name

Company Name

Date

APPENDIX C BIDDER PROFILE

PROPOSALS FOR USDA COMMODITY MOZZARELLA CHEESE PRODUCTS

Puget Sound Joint Purchasing Cooperative: Bid #1-202425

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: 11-3539316
2. WA State Department of Revenue Registration Tax number 602956129
3. Company Internet URL Address (if available): www.esfoods.com
4. Company Mailing Addresses

20 Crossways Park North, Suite 100, Woodbury, NY 11797

5. Orders to be sent to:

20 Crossways Park North, Suite 100, Woodbury, NY 11797 Fax: 516-364-7478 orders@esfoods.com

6. Billing will be from

20 Crossways Park North, Suite 100, Woodbury, NY 11797
--
7. Payment to be sent to

Continental Republic Capital, LLC, FBO ES Foods, Inc; A/C #8011252275, PO Box 650841, Dallas, Texas 75265-0841 Contact: Skip Lemoine; Phone: 504-262-8616, email: slemoine@republicbc.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:	Seattle Public School
Address:	2445 3rd Ave. S, Seattle, WA 98134
Contact Person:	Aaron Smith (Director of Nutrition Services)
Telephone:	206-252-0675 (email: aasmith@seattleschools.org)
Product Provided /Approx. Dollar Cost	SY 23-24 - Commodity Processed Cheese Products and Granola Bake Snack Products/\$30000. For SY 24-25, school has diverted 11156 lbs to us. to be used on various commodity products. Estimated Dollar Cost: \$70000
2) Agency/Company Name:	Buffalo Public Schools
Address:	1055 E. Delavan Avenue, Buffalo, NY 14215
Contact Person:	Ruth L. Conner (Supervisor, Child Nutrition Services)
Telephone:	Tel: 716-816-3314 Email: RLConner@buffaloschools.org
Product Provided /Approx. Dollar Cost	SY 23-24 - Commodity Processed Cheese Products/approx \$142,000 SY 24/25 - Various Commodity processed Products/Approx \$150,491
3) Agency/Company Name:	Memphis-Shelby County Schools
Address:	3176 Jackson Ave, Memphis, TN 38112
Contact Person:	Kim Stewart (Menu Planning Manager)
Telephone:	901-416-0063 (Email: stewartkj@scsk12.org)
Product Provided /Approx. Dollar Cost	SY 23-24 - Various Commodity Processed Products/ over \$650,000 SY 24/25 - Various Commodity Processed Products/approx \$385,000

APPENDIX C BIDDER PROFILE

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):

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:	Micah Scott (National Category Director)	Name:	
Telephone:	516-682-5494	Telephone:	
Toll Free No.	N/A	Toll Free No.	
Mobile Phone	704-502-2710	Mobile Phone	
Territory	West Coast (incl. Washington)	Territory	
Fax:	516-364-7478	Fax:	
Email:	msscott@esfoods.com	Email:	



 Olivia A Kan
 ES FOODS
 11/6/24

EXHIBIT H: PROPOSAL CHECKLIST

Please use the checklist below to ensure that you have submitted all required materials in the required format. This checklist must be submitted with your proposal.

Included in Proposal	Component
<input checked="" type="checkbox"/>	Letter of Submittal
<input checked="" type="checkbox"/>	Exhibit A: Certifications and Assurances, Buy American, Lobbying & Debarment Forms
<input checked="" type="checkbox"/>	Exhibit D: Vendor Profile, References, and Sales/Ordering Information
<input checked="" type="checkbox"/>	Exhibit E: Contractor Intake Form
<input checked="" type="checkbox"/>	Exhibit F: Qualification Affirmations
<input checked="" type="checkbox"/>	Exhibit G: Polychlorinated Biphenyls Certification
<input checked="" type="checkbox"/>	SY24-25 USDA signed Summary End Product Data Schedule (SEPDS) form(s)
<input checked="" type="checkbox"/>	Nutritional Data Sheets for Items Submitted
<input type="checkbox"/>	Small Business Self-Certification, if applicable (see Contractor Intake Form) N/A.
<input checked="" type="checkbox"/>	Appendix A: PSJPC Protest Procedure
<input checked="" type="checkbox"/>	Appendix B: Bidders Authorized Offer - Signatures
<input checked="" type="checkbox"/>	Appendix C: Bidders Profile
<input checked="" type="checkbox"/>	Appendix E: Price Worksheet



APPENDIX E - RFP 1-202425

MOZZARELLA CHEESE PRICE SHEET

Tab 1 PSJPC Price Sheet- Alternates Addon's

Tab 2 Alternate Price Sheet - Line 2 (Breakfast Empanada)

APPENDIX E - PRICE SHEET

PSJPC Bid #1-202426

MOZZARELLA CHEESE

Oct. 2024

Product Description		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Vendor Name: ES FOODS		Cow/PC's Estimated Annual Meat (cases)	Vendor Id. Code	Individual Portion (Serving) Weight OZ	Servings per Case	Total Case Gross Weight "lbs"	Total Calories per Serving	Total Sat Fat per Serving "grams"	Sodium per Serving "mg"	Trans Fat per Serving "grams"	USDA Commodity Code	DPY/LBS Per Case	Commodity Dollar Value per Case	Distributor Cost Per Case - (includes Trans)	Net Cost per case to PC/JPC members (Dis. Ct Com Value) - NO	Net Cost per Sng - NO (list to the third place)	Gross Cost per Sng - Commercial (list to the third place)
9	Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks and Meat - Bulk Frozen Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks and Meat, whole grain rich, par or pre-baked using 50/50 or 100% mozzarella cheese, any combination of meats, with or without sauce. Preferred portion size is 2-4 pieces. CN label or PFS with product analysis required. Minimum Meal Pattern	2300													\$ -	\$ -	\$ -
10	Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks and Meat - Bulk Frozen Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks and Meat, whole grain rich, par or pre-baked using 50/50 or 100% mozzarella cheese, any combination of meats, with or without sauce. Preferred portion size is 2-4 pieces. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be	2000													\$ -	\$ -	\$ -
11	Mozzarella Cheese Quesadilla - Bulk Frozen Mozzarella Cheese Quesadilla, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), with or without sauce. Preferred portion size is 1 - 2 pieces. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz	6000													\$ -	\$ -	\$ -
Pizza: French Bread (award to one vendor)																	
12	French Bread Pizza Pepperoni - Bulk Frozen French Bread Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates	7000													\$ -	\$ -	\$ -
13	French Bread Pizza Cheese - Bulk Frozen French Bread Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates	6000													\$ -	\$ -	\$ -
Pizza: Rectangle (award to one vendor)																	
14	Rectangle Pepperoni Pizza - Bulk Frozen Rectangle Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered	3500													\$ -	\$ -	\$ -
15	Rectangle Cheese Pizza - Bulk Frozen Rectangle Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be	4500													\$ -	\$ -	\$ -
Pizza: Wedge/Pre-Cut Pizza (award to one vendor)																	
16	Wedge/Pre-Cut Pepperoni Pizza - Bulk Frozen Wedge/Pre-Cut Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain	3000													\$ -	\$ -	\$ -
17	Wedge/Pre-Cut Mozzarella Cheese Pizza - Bulk Frozen Wedge/Pre-Cut Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain	3000													\$ -	\$ -	\$ -

APPENDIX E - PRICE SHEET

PSJPC Bid #1-202426

MOZZARELLA CHEESE

Oct. 2024

Product Description		A	B	C	D	E	F	G	H	J	K	L	M	N	O	P	
Vendor Name: ES FOODS		Co-op's Estimated Annual Need (cases)	Vendor ID Code	Individual Portion (serving) Weight OZ	Servings per Case	Total Case Gross Weight "lbs"	Total Calories per Serving	Total Sat Fat per Serving "grams"	Sodium per Serving "mg"	Trans Fat per Serving "grams"	USDA Commodity Code	DPY LBS Per Case	Commodity Dollar Value per Case	Distributor Cost Per Case - (includes Trans.)	Net Cost per case to PSJPC members (Dis. Ct Com Value) - NO	Net Cost per Svc - NO (list to the third place)	Gross Cost per Svc - Commercial (list to the third place)
Pizza: 4-6 Inch Individual Round Pizza (award to one vendor)																	
18	4-6 Inch Individual Round Pepperoni Pizza - Bulk Frozen 4 - 6 Inch Individual Round Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent	1600													\$	\$	\$
19	4-6 Inch Individual Round Mozzarella Cheese Pizza - Bulk Frozen 4 - 6 Inch Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.	9000													\$	\$	\$
Pizza: Uncut 16" Round - Multi Cheese (award to one vendor)																	
20	Non-Pork Pepperoni Multi Cheese Pizza - 16" Round Frozen Uncut 16" Round Non-Pork Pepperoni Multi Cheese Pizza, whole grain rich, pizza shall be topped with pizza sauce, non-pork pepperoni, mozzarella cheese and other cheeses. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.	10500													\$	\$	\$
21	Multi Cheese Pizza - 16" Round Frozen Uncut 16" Round Multi Cheese Pizza, whole grain rich, pizza shall be topped with pizza sauce, mozzarella cheese and other cheeses. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice.	9000													\$	\$	\$
Pizza: Uncut 16" Round - 100% Mozzarella (award to one vendor)																	
22	Pepperoni Pizza - 16" Round Frozen Uncut 16" Round Pepperoni Pizza, whole grain rich, pizza shall be topped with pizza sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.	15000													\$	\$	\$
23	Mozzarella Cheese Pizza - 16" Round Frozen Uncut 16" Round Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with pizza sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.	13500													\$	\$	\$
Pizza: Uncut 16" Round - Specialty (award to one vendor)																	
24	Chicken Pizza - 16" Round Frozen Uncut 16" Round Chicken Pizza, whole grain rich, pizza shall be topped with sauce, chicken, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.	2500													\$	\$	\$
Cheese Stuffed Pasta (award to one vendor)																	
26	Cheese Stuffed Pasta Frozen Cheese Stuffed Pasta, whole grain rich, filled with 50/50 or 100% mozzarella, with or without sauce filling. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.	1500													\$	\$	\$

APPENDIX E - PRICE SHEET

PSJPC Bid #1-202426

MOZZARELLA CHEESE

Oct. 2024

Product Description		A	B	C	D	E	F	G	H	J	K	L	M	N	O	P	
Vendor Name: ES FOODS		Co-op's Estimated Annual Need (cases)	Vendor Id. Code	Individual Portion (serving) Weight OZ	Servings per Case	Total Case Gross Weight "lbs"	Total Calories per Serving	Total Sat Fat per Serving "grams"	Sodium per Serving "mg"	Total Fat per Serving "grams"	USDA Commodity Code	DPV LBS Per Case	Commodity Dollar Value per Case	Distributor Cost Per Case - (Includes Trans.)	Net Cost per case to PSJPC members (Dis. Ct Com Value) - (NCI)	Net Cost per Sng - (NCI) (list to the third place)	Gross Cost per Sng - Commercial (list to the third place)
Alternate																	
26A	IW Whole Grain Mozzarella Pinwheel, 98/4.1 oz. Each 4.10 oz. Whole Grain Mozzarella Pinwheel provides 2.00 oz. meat/meat alternate and 2.25 oz. equivalent grains based on the USDA Food Buying Guide Requirements.	100	25401	4.10	96	26.6	310	5	650	0	110244	8.70	\$ 10.050	\$ 85.780	\$ 69.730	\$ 0.728	\$ 0.894
															\$ 69.730	\$ 0.728	\$ 0.894
Alternate																	
27A	Whole Grain Philly Steak & Cheese Pinwheel, 98/4 oz. Each 4.0 oz. Whole Grain Philly Steak & Cheese Pinwheel provides 2.0 oz. equivalent meat alternate and 2.0 oz. equivalent grains based on the USDA Food Buying Guide Requirements.	100	25405	4	96	26.2	310	6	680	0	110244	7.50	\$ 13.830	\$ 91.550	\$ 77.720	\$ 0.810	\$ 0.854
															\$ 77.720	\$ 0.810	\$ 0.854
Alternate																	
28A	Whole Grain Vegetable Pinwheel, 98/4.56 oz. Each 4.56 oz. Whole Grain Vegetable Pinwheel provides 2.00 oz. meat/meat alternate, 2.25 oz. equivalent grains, and 1/8 cup dark green vegetable based on the USDA Food Buying Guide Requirements.	100	25407	4.56	96	29.4	300	5	620	0	110244	8.70	\$ 16.050	\$ 89.670	\$ 73.620	\$ 0.767	\$ 0.934
															\$ 73.620	\$ 0.767	\$ 0.934
Alternate																	
29A	Whole Grain Mozzarella Pinwheel, 98/4.1 oz. Each 4.10 oz. Whole Grain Mozzarella Pinwheel provides 2.00 oz. meat/meat alternate and 2.25 oz. equivalent grains based on the USDA Food Buying Guide Requirements.	100	25411	4.10	96	26.6	310	5	650	0	110244	8.70	\$ 16.050	\$ 81.940	\$ 65.890	\$ 0.688	\$ 0.854
															\$ 65.890	\$ 0.688	\$ 0.854
Alternate																	
30A	IW Whole Grain Philly Steak & Cheese Pinwheel, 98/4 oz. Each 4.0 oz. Whole Grain Philly Steak & Cheese Pinwheel provides 2.0 oz. equivalent meat alternate and 2.0 oz. equivalent grains based on the USDA Food Buying Guide Requirements.	100	25415	4	96	26.6	310	6	680	0	110244	7.50	\$ 13.830	\$ 95.380	\$ 81.560	\$ 0.850	\$ 0.994
															\$ 81.560	\$ 0.850	\$ 0.994
Alternate																	
31A	IW Whole Grain Vegetable Pinwheel, 98/4.56 oz. Each 4.56 oz. Whole Grain Vegetable Pinwheel provides 2.00 oz. meat/meat alternate, 2.25 oz. equivalent grains, and 1/8 cup dark green vegetable based on the USDA Food Buying Guide Requirements.	100	25417	4.56	96	28.6	300	5	620	0	110244	8.70	\$ 16.050	\$ 93.510	\$ 77.460	\$ 0.807	\$ 0.974
															\$ 77.460	\$ 0.807	\$ 0.974
Alternate																	
32A	TSBB Breaks Annie's Graham Crackers w/Craisins Breakfast Breaks, 60 meals per case. Each serving (1 meal) of Breakfast Breaks provides 1 oz equivalent grain servings, 1 oz equivalent meat alternate, and 1/2 cup fruit based on the USDA Food Buying Guide Requirements.	100	61191	3.41	60	15	330	3	340	0	110244	3.74	\$ 6.900	\$ 80.640	\$ 73.740	\$ 1.229	\$ 1.344

APPENDIX E - PRICE SHEET

PSJPC Bid #1-202425

MOZZARELLA CHEESE

Oct. 2024

Product Description		A	B	C	D	E	F	G	H	J	K	L	M	N	O	P	
Vendor Name: ES FOODS		Gov't's Estimated Annual Need (cases)	Vendor Id. Code	Individual Portion (serving) Weight OZ	Servings per Case	Total Case Gross Weight "lbs"	Total Calories per Serving	Total Sat Fat per Serving "grams"	Sodium per Serving "mg"	Trans Fat per Serving "grams"	USDA Commodity Code	DPY LBS Per Case	Commodity Dollar Value per Case	Distributor Cost Per Case - (includes Trans.)	Net Cost per case to PSJPC members (DLS, Ct Com Value) - NOI	Net Cost per Svc - NOI (list to the third place)	Gross Cost per Svc - Commercial (list to the third place)
Alternate															\$ 73,740	\$ 1,229	\$ 1,944
33A	Thaw & Serve Meal Breaks - Crustless Peanut Butter & Grape Jelly Sandwich Meal, 30 meals per case. Each serving (1 meal) of Meal Breaks provides 2.0 oz meat/meat alternate, 2.0 oz equivalent grains, 1/2 cup fruit and 1/2 cup additional vegetable based on the USDA Food Buying Guide Requirements.	100	81921	13.05	30	27.9	680	8.5	650	0	110244	1.88	\$ 3,460	\$ 85,320	\$ 81,860	\$ 2,729	\$ 2,844
															\$ 81,860	\$ 2,729	\$ 2,844
Alternate																	
34A	Thaw & Serve Meal Breaks - WG Crustless Cocoa CPB Sandwich Meal, 30 meals per case. Each serving (1 meal) of Meal Breaks provides 2.0 oz meat/meat alternate, 1.5 oz equivalent grains, 1/2 cup fruit and 1/2 cup additional vegetable based on the USDA Food Buying Guide Requirements.	100	81955	11.9	30	27.9	430	3.5	450	0	110244	1.88	\$ 3,470	\$ 80,520	\$ 77,050	\$ 2,568	\$ 2,684
															\$ 77,050	\$ 2,568	\$ 2,684

APPENDIX E - ALTERNATE PRICE SHEET

PSJPC Bid #1-202425

MOZZARELLA CHEESE

Oct. 2024

Product Description		B	C	D	E	F	G	H	J	K	L	M	N	O	P	
Vendor Name: ES FOODS		Vendor Id. Code	Individual Portion (serving) Weight OZ	Servings per Case	Total Case Gross Weight "lbs"	Total Calories per Serving	Total Sat Fat per Serving "grams"	Sodium per Serving mg	Trans Fat per Serving "grams"	USDA Commodity Code	DPV LBS Per Case	Commodity Dollar Value per Case	Distributor Cost Per Case - (Includes Trans.)	Net Cost per case to PSJPC members (Doll. Ct Com Value) - NOI	Net Cost per Svc - NOI (list to the third place)	Gross Cost per Svc - Commodity (list to the third place)
0.		X16RC	5	88	30	460	18	700	0	110244					\$0.000	\$0.000
Breakfast Items																
1	Breakfast Pizza/Bagel - Bulk Frozen Breakfast Pizza/Bagel, whole grain rich, topped with 50/50 or 100% mozzarella cheese, sauce and any combination of bacon, sausage, or egg. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 1 MMA & 1 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
2	Breakfast Pocket/Calzone/Empanada - Bulk Frozen Breakfast Pocket/Calzone/Empanada, whole grain rich, topped with 50/50 or 100% mozzarella cheese, sauce and any combination of bacon, sausage, or egg. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 1 MMA & 1 oz equivalent grain servings. Alternates will be considered.	25442	3	80	18.4	170	4	420	0	110244	1.74	\$ 3.210	\$ 93.470	\$ 90.200	\$ 1.003	\$ 1.039
Bread Sticks																
3	Mozzarella Cheese Filled or Stuffed Bread Sticks - Bulk Frozen Mozzarella Cheese Filled or Stuffed Breadsticks, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
4	Mozzarella Cheese and Meat Filled or Stuffed Bread Sticks - Bulk Frozen Mozzarella Cheese and Meat Filled or Stuffed Breadsticks, whole grain rich, par or pre-baked using 100% mozzarella cheese and one meat (preferred), or any combination of meats, with or without sauce. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
6	Mozzarella Cheese Topped Bread/Bread Sticks - Bulk Frozen Mozzarella Cheese Topped Bread/Bread Sticks, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), with or without sauce. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
6	Mozzarella Cheese and Meat Topped Bread/Bread Sticks - Bulk Frozen Mozzarella Cheese and Meat Topped Bread/Bread Sticks, whole grain rich, par or pre-baked using 100% mozzarella cheese and one meat (preferred), or any combination of meats, with or without sauce. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
Pizza Pockets/Calzones/Empanadas and Quesadillas																
7	Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada and Meat - Bulk Frozen Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada and Meat, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), any combination of meats, with or without sauce. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!

APPENDIX E - ALTERNATE PRICE SHEET

PSJPC Bid #1-202425

MOZZARELLA CHEESE

Oct. 2024

Product Description		B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Vendor Name: ES FOODS		Vendor id. Code	Individual Portion (serving) Weight OZ	Servings per Case	Total Case Gross Weight "lbs"	Total Calories per Serving	Total Sat Fat per Serving "grams"	Sodium per Serving "mg"	Trans Fat per Serving "grams"	USDA Commodity Code	DPY LBS Per Case	Commodity Dollar Value per Case	Distributor Cost Per Case - (includes Trans.)	Net Cost per case to PSJPC members (Dis. C) Com. Value) - NOI	Net Cost per Sng - NOI (list to the third place)	Gross Cost per Sng - Commercial (list to the third place)
8	Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada - Bulk Frozen Stuffed Mozzarella Cheese Pizza Pocket/Calzone/Empanada, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), with or without sauce. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
9	Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks and Meat - Bulk Frozen Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks and Meat, whole grain rich, par or pre-baked using 50/50 or 100% mozzarella cheese, any combination of meats, with or without sauce. Preferred portion size is 2-4 pieces. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
10	Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks and Meat - Bulk Frozen Mini Stuffed Mozzarella Cheese Calzones/Bread Sticks and Meat, whole grain rich, par or pre-baked using 50/50 or 100% mozzarella cheese, any combination of meats, with or without sauce. Preferred portion size is 2-4 pieces. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
11	Mozzarella Cheese Quesadilla - Bulk Frozen Mozzarella Cheese Quesadilla, whole grain rich, par or pre-baked using 100% mozzarella cheese (preferred), with or without sauce. Preferred portion size is 1 - 2 pieces. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
Pizza: French Bread (award to one vendor)														\$ -	#REF!	#REF!
12	French Bread Pizza Pepperoni - Bulk Frozen French Bread Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
13	French Bread Pizza Cheese - Bulk Frozen French Bread Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
Pizza: Rectangle (award to one vendor)														\$ -	#REF!	#REF!
14	Rectangle Pepperoni Pizza - Bulk Frozen Rectangle Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
15	Rectangle Cheese Pizza - Bulk Frozen Rectangle Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!

APPENDIX E - ALTERNATE PRICE SHEET

PSJPC Bid #1-202426

MOZZARELLA CHEESE

Oct. 2024

Product Description		B	C	D	E	F	G	H	J	K	L	M	N	O	P	
Vendor Name: ES FOODS		Vendor Id. Code	Individual Portion (serving) Weight OZ	Servings per Case	Total Case Gross Weight "lbs"	Total Calories per Serving	Total Sat Fat per Serving "grams"	Sodium per Serving "mg"	Total Fat per Serving "grams"	USDA Commodity Code	DPV LBS Per Case	Commodity Dollar Value Per Case	Distributor Cost Per Case - (Includes Trans.)	Net Cost per case to Procure (Net of Discounts (Net Com Value) - NOI)	Net Cost per SVG - NOI (list to the third place)	Gross Cost per SVG - Commercial (list to the third place)
Pizza: Wedge Pre-Cut Pizza (award to one vendor)														\$ -	#REF!	#REF!
16	Wedge/Pre-Cut Pepperoni Pizza - Bulk Frozen Wedge/Pre-Cut Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
17	Wedge/Pre-Cut Mozzarella Cheese Pizza - Bulk Frozen Wedge/Pre-Cut Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
Pizza: 4-6 Inch Individual Round Pizza (award to one vendor)														\$ -	#REF!	#REF!
18	4-6 Inch Individual Round Pepperoni Pizza - Bulk Frozen 4 - 6 Inch Individual Round Pepperoni Pizza, whole grain rich, pizza shall be topped with sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
19	4-6 Inch Individual Round Mozzarella Cheese Pizza - Bulk Frozen 4 - 6 Inch Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!
Pizza: Uncut 16" Round - Multi Cheese (award to one vendor)														\$ -	#REF!	#REF!
20	Non-Pork Pepperoni Multi Cheese Pizza - 16" Round Frozen Uncut 16" Round Non-Pork Pepperoni Multi Cheese Pizza, whole grain rich, pizza shall be topped with pizza sauce, non-pork pepperoni, mozzarella cheese and other cheeses. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.													\$ -	#REF!	#REF!
21	Multi Cheese Pizza - 16" Round Frozen Uncut 16" Round Multi Cheese Pizza, whole grain rich, pizza shall be topped with pizza sauce, mozzarella cheese and other cheeses. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.													\$ -	#REF!	#REF!
Pizza: Uncut 16" Round - 100% Mozzarella (award to one vendor)														\$ -	#REF!	#REF!
22	Pepperoni Pizza - 16" Round Frozen Uncut 16" Round Pepperoni Pizza, whole grain rich, pizza shall be topped with pizza sauce, pepperoni, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.													\$ -	#REF!	#REF!
23	Mozzarella Cheese Pizza - 16" Round Frozen Uncut 16" Round Mozzarella Cheese Pizza, whole grain rich, pizza shall be topped with pizza sauce, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.													\$ -	#REF!	#REF!

APPENDIX E - ALTERNATE PRICE SHEET

PSJPC Bid #1-202426

MOZZARELLA CHEESE

Oct. 2024

Product Description		B	C	D	E	F	G	H	J	K	L	M	N	O	P	
Vendor Name: ES FOODS		Vendor Id. Code	Individual Portion (serving) Weight OZ	Servings per Case	Total Case Gross Weight "lbs"	Total Calories per Serving	Total Sat Fat per Serving "grams"	Sodium per Serving "mg"	Trans Fat per Serving "grams"	USDA Commodity Code	DPV LBS Per Case	Commodity Dollar Value per Case	Distributor Cost Per Case - (includes Trans.)	Net Cost per case to PSJPC members (Dis. Com. Value) - NCI	Net Cost per Svc - NCI (list to the third place)	Gross Cost per Svc - Commercial (list to the third place)
Pizza: Uncut 16" Round - Specialty (award to one vendor)														\$ -	#REF!	#REF!
24	Chicken Pizza - 16" Round Frozen Uncut 16" Round Chicken Pizza, whole grain rich, pizza shall be topped with sauce, chicken, 100% mozzarella cheese (preferred). CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings per 1/8th slice. Alternates will be considered.													\$ -	#REF!	#REF!
Cheese Stuffed Pasta (award to one vendor)														\$ -	#REF!	#REF!
25	Cheese Stuffed Pasta Frozen Cheese Stuffed Pasta, whole grain rich, filled with 50/50 or 100% mozzarella, with or without sauce filling. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 2 MMA & 2 oz equivalent grain servings. Alternates will be considered.													\$ -	#REF!	#REF!



VENDOR PROFILE AND REFERENCES

PROJECT MANAGEMENT

STAFF QUALIFIICATIONS/EXPERIENCE

EXPERIENCE OF THE VENDOR

REFERENCES

PAST PERFORMANCE

TRACKING OF ENTITILEMENT BALANCES



VENDOR PROFILE/REFERENCES

A. Project Management

1. Management Team – Provide a description of the proposed management team structure to be used during the course of the potential contract term, including any subcontractors.

ES Foods Response:

Management Team:

- Gary Davis - Founder & CEO
Gary found ES Foods in 1998. He is responsible for the overall strategy and direction of the company
- Jeff Rowe - President
Jeff has been with ES Foods for over 25 years. He is responsible for overseeing the entire production of this contract
- Ed Virgona - CFO
Ed oversees the financial part of this contract
- Amy Josephson - VP Marketing
Amy will be responsible for any marketing related projects on this contract
- Micah Scott – National Category Director
Micah handles all the sales aspect of this contract. He has been with our company for 4 years.

2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel.

ES Foods Response:

- Olivia Kan - Director, Contract & Bid Administration
Olivia has over 22 years of contract & bid administration experience.
- Natalia Castro - QA Director
Natalia assists Jeff Rowe to oversee the production part of this contract and ensures that all products are made in the highest standard. She has been with our company for over 6 years
- Nicole Marzocca - Customer Service
Nicole handles our frozen orders. She has been with ES Foods for 6 years
- Carla Rapacciuolo - Commodity Specialist
Carla oversees the commodity side of this contract



B. Experience of the Vendor

Include other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract.

ES Foods Response:

Company Facts

Corporate Address: 20 Crossways Park North, Suite 100, Woodbury, NY 11797

State of Incorporation: New York

Year of Incorporation: 2000

Federal Tax ID#: 11-3539316

D&B #606441764

Company Name Change in 2009 - former name was East Side Entrees

Company Background/History

ES Foods is passionate about school foodservice and helping feed hungry children. Our company was founded to develop products and solutions for school foodservice, and we remain deeply committed to our mission to serve as a resource to nutrition directors and managers.

From our initial beginnings in 1998, we have worked with the following criteria in developing our products

- "kid-friendly" and nutritious
- helps increase participation in the school program
- cost-effective and convenient to serve

We have made it our business to focus on solutions and utilizing commodities for foodservice needs. Over the years, our loyal clients have given us the insight to develop the products that meet needs for cost effectiveness, convenience, and quality - so we offer only nutritious foods that we know kids will enjoy, as we all know nutritious products aren't helpful if kids don't eat them.

ES Foods offers a pre-packaged meal program and frozen foods that offers breakfast, lunch and supper. Products are available in Shelf Stable as well Thaw and Serve offering a district maximum flexibility to offer students products that will help increase participation.

ES Foods has been processing commodities and creating kid-friendly products since 1998. We have worked many USDA commodities including the following:

- 110242 Barrel Cheddar
- 110244 LM Part Skim Mozzarella

Each and every product is specifically formulated to meet food-based requirements for Child Nutrition Programs. Through the incorporation of USDA Foods, we have been able to develop products meeting sodium and saturated fat targets, with zero Trans fats, and meeting calorie range targets. We have been offering these programs to the K12 segment since 1998 and service over 3,000 school districts in the country in 46 states. We currently provide products for many of the Top 100 school districts in the county as well as numerous smaller and medium sized districts.



The ES Foods full time Customer Service Team diligently processes order and quickly responds to our customer's needs. We are currently using the K12 Services, Inc. Operating System to process all commodity orders and balances.

ES Foods has an in-house Marketing Team that is available for our customers. We create customized flyers, point-of-sale pieces, presentations, parent letters, mailings, email blasts etc. We work closely with our customers to provide whatever marketing/promotional incentives are needed.

C. References

In Exhibit D, Vendor Profile and References, list names, addresses, telephone numbers, fax numbers and email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFP, the vendor and team members grant permission to PSJPC to contact these references and others, who from PSJPC's perspective, may have pertinent information. PSJPC may or may not, at PSJPC's discretion, contact these references or others. Do not include current PSJPC staff or Board Members as references.

ES Foods Response: Please see the three references submitted under Exhibit D

D. Past Performance

Provide information regarding past performance by indicating if the Vendor has received notification of contract breach in the past five (5) years. This does not lead to automatic disqualification. However, PSJPC reserves the right to disqualify Vendor proposals based on the Vendor's historical performance.

ES Foods Response: We do not have any contract breach in the past five years.

E. Tracking of Entitlement Balances

Tracking of commodity balances via K12Foodservice or Processor Link is mandatory. Indicate which software your company uses.

ES Foods Response: ES Foods use K12 Foodservice to track the commodity balances.





ES FOODS
SY 2025 – 2026
USDA APPROVED SEPDS

NPA Summary End Product Data Schedule

Information Certified as Accurate by USDA

Revised 11/1/2024

School Year	Processor Name	Product Status A=Approved N=New R=Revised X=Expired	End Product Code	End Product Description	Net Weight per Case (pound)	Servings per Case	Net Weight per Serving (Ounces)	WBSCM USDA Foods Material Code	WBSCM USDA Foods Material Description	USDA Foods Inventory Drawdown per Case	USDA Foods Value per Pound	USDA Foods Value per Case	USDA Approval Date
SY26	ES Foods	A	25401	WG Mozzarella Pinwheel IW	24.60	96.00	4.10	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	8.70	\$1.8444	\$16.05	11/1/2024
SY26	ES Foods	A	25405	WG Philly Pinwheel	24.00	96.00	4.00	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.50	\$1.8444	\$13.83	11/1/2024
SY26	ES Foods	A	25407	WG Veggie Pinwheel	27.36	96.00	4.56	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	8.70	\$1.8444	\$16.05	11/1/2024
SY26	ES Foods	A	25411	WG Mozzarella Pinwheel	24.60	96.00	4.10	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	8.70	\$1.8444	\$16.05	11/1/2024
SY26	ES Foods	A	25415	WG Philly Pinwheel IW	24.00	96.00	4.00	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.50	\$1.8444	\$13.83	11/1/2024
SY26	ES Foods	A	25417	WG Veggie Pinwheel IW	27.36	96.00	4.56	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	8.70	\$1.8444	\$16.05	11/1/2024
SY26	ES Foods	A	25442	WG Chicken & Cheese Empanada	16.88	90.00	3.00	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	1.74	\$1.8444	\$3.21	11/1/2024
SY26	ES Foods	A	61191	Breakfast Breaks - Thaw & Serve Annie's Organic Grahms & String Cheese	12.79	60.00	3.41	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	3.74	\$1.8444	\$6.90	11/1/2024
SY26	ES Foods	A	61921	E S Foods Meal Breaks Crustless Grape PBJ Sandwich & Cheese	24.50	30.00	13.05	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	1.88	\$1.8444	\$3.46	11/1/2024
SY26	ES Foods	A	61955	E S Foods Meal Breaks Crustless Cocoa Chickpea Butter Sandwich & String Cheese	22.30	30.00	11.90	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	1.88	\$1.8444	\$3.47	11/1/2024



Company Background/History

Executive Bios

Sales Team Bios

Operational Team Bios

Organizational Chart

Dedicated Team Chart



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Company Facts

Corporate Address: 20 Crossways Park North, Suite 100, Woodbury, NY 11797
State of Incorporation: New York
Year of Incorporation: 2000
Federal Tax ID#: 11-3539316
SAM Unique Entity ID (UEI): T3LJSGXJMHY7
Company Name Change in 2009 – former name was East Side Entrees

Financial Health and Stability

ES Foods is financially sound and stable. Please contact our bank for details:
Bank Name: Capital One Bank
Contact: Mr Matthew Schatz
Tel: 516-289-4808
ES Foods Account Number: 4524010404

Company Background/History

E S Foods is passionate about school foodservice and helping feed hungry children. Our company was founded to develop products and solutions for school foodservice, and we remain deeply committed to our mission to serve as a resource to nutrition directors and managers.

From our initial beginnings in 1998, we have worked with the following criteria in developing our products

- "kid-friendly" and nutritious
- helps increase participation in the school program
- cost-effective and convenient to serve

We have made it our business to focus on solutions and utilizing commodities for foodservice needs. Over the years, our loyal clients have given us the insight to develop the products that meet needs for cost effectiveness, convenience, and quality - so we offer only nutritious foods that we know kids will enjoy, as we all know nutritious products aren't helpful if kids don't eat them.

E S Foods has been processing commodities and creating kid-friendly products since 1998. We have worked many USDA commodities including the following:

- 110242 Barrel Cheddar
- 110244 LM Part Skim Mozzarella

ES Foods utilizes K12 Foodservice for USDA Food Tracking.

Each and every product is specifically formulated to meet food-based requirements for Child Nutrition Programs. Through the incorporation of USDA Foods, we have been able to develop products meeting sodium and saturated fat targets, with zero Trans fats, and meeting calorie range targets.

As a company solely focused on Child Nutrition Programs, our Product Development team is very familiar and comfortable with the intentions and requirements regarding nutrition in the Healthy Hunger-Free Kids Act. All of our items are whole grain rich, and targeted to meet requirements for calories, saturated fat and Trans fat, and most of our items have been reformulated to reduce sodium levels. We will continue to work on sodium reduction for specific products, and look forward to USDA continuing to reduce sodium levels in the commodity foods. We offer meal kits which include the required ½ cup fruit or vegetable offering, in addition to providing required whole grain rich grain and meat/meat alternate servings. And our center of the plate offerings offer required grains and/or meat/meat alternate contributions to meal pattern requirements

ES Foods also offers a pre-packaged meal program and frozen foods that offers breakfast, lunch and supper. Products are available in Shelf Stable as well Thaw and Serve offering a district maximum flexibility to offer students products that will help increase participation.

We have been offering these programs to the K12 segment since 1998 and service over 3,000 school districts in the country in 46 states. We currently provide products for many of the Top 100 school districts in the county as well as numerous smaller and medium sized districts. The E S Foods full time Customer Service Team diligently processes order and quickly responds to our customer's needs. We are currently using the K12 Services, Inc. Operating System to process all commodity orders and balances.

E S Foods has an in-house Marketing Team that is available for our customers. We create customized flyers, point-of-sale pieces, presentations, parent letters, mailings, email blasts etc.



Executive Bios

Gary A. Davis, Founder and CEO

Since founding ES Foods in 1998, Gary has guided the Company into becoming a successful and well-respected supplier of nutritious food products. He is responsible for the overall strategy and direction of the Company and oversees product development, sales and marketing. Gary was featured in a front-page feature article in the Wall Street Journal highlighting East Side Entrees' Breakfast Breaks product and Gary's work in combating child hunger. Gary is responsible for forming the "got breakfast?" Foundation, a coalition of influential non-profit and private organizations that aims to increase children's access to healthy meals. Previously Gary founded GA Davis Food Service, which specialized in multi foodservice segments and worked with leading brands such as Dannon, Tropicana, Campbell's Soup and Land O' Lakes to develop products.

Jeff Rowe, President

A member of the ES Foods team since 1998, Jeff is responsible for operational oversight of ES Foods branded products. In addition, he serves as the primary point of contact with the United States Department of Agriculture Child Nutrition and Food Distribution divisions. Jeff has worked in the school foodservice industry for 17 years, developing and producing healthy products targeted to children.

Amy Josephson, Vice President of Marketing

Amy oversees all marketing, public relations and community outreach initiatives for the Company. In addition, she is instrumental in all aspects of product packaging design, managing and directing development and implementation plus overseeing all promotions and programs. Amy joined the ES Foods team in 1998 and has more than 18 years of experience in the foodservice industry, where she has marketed programs to major accounts, developed commodity programs and played a major role in implementing successful bids

Ed Virgona, Chief Financial Controller

Ed is responsible for all of the financials at ES Foods. He has been with the Company since 2007

Senior Sales Team Bios

Tom Ferris, Senior VP of Sales

Tom manages the sales of commercial and USDA commodity processed products, focusing on the school foodservice segment. He has over 25 years' experience in food service K-12 sales and has worked at Schwan's Food Service and AdvancePierre Company

James Redou, National Bid Director

James has been in the Foodservice industry for over 25 years and has worked at Campbell's Soup Company and Kraft Foods.

Operational Team Bios

Olivia Kan (Director, Contract & Bid Administration)

Olivia is responsible for all contract & bid administration at ES Foods. She has been in the K12 Foodservice business for over 20 years.

Carla Rapaccluolo (Commodity Specialist)

Carla handles all of our commodity products. She is well versed in commodity transfers and diversions.

Nicole Marzocca (Customer Service Supervisor)

Nicole handle all orders and customer service related matters

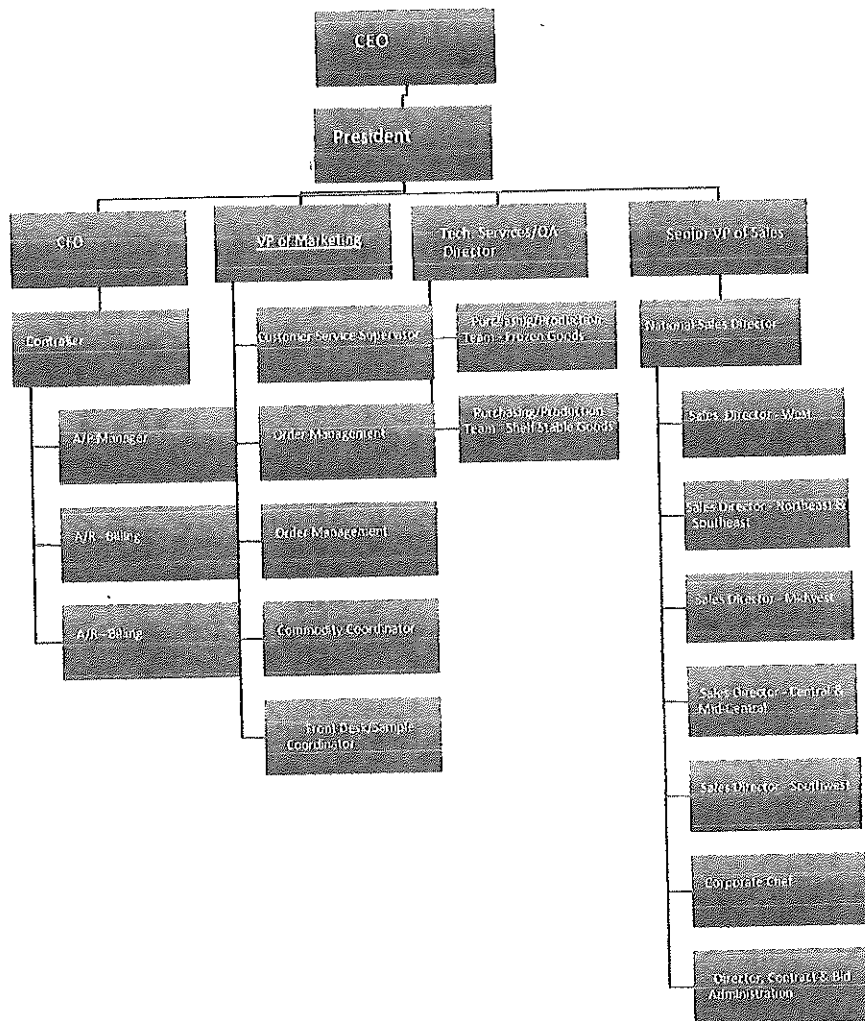
Natalia Castro (Technical /Director of Quality Assurance)

Natalia head off our QA Department. She has been with our company for over 9 years. She works closely with Jeff Rowe, our President and they held production meeting monthly making sure all of our products are of superb quality and ships on time.



Organizational Chart

** ES foods has a total of 25 Full Time Employees **

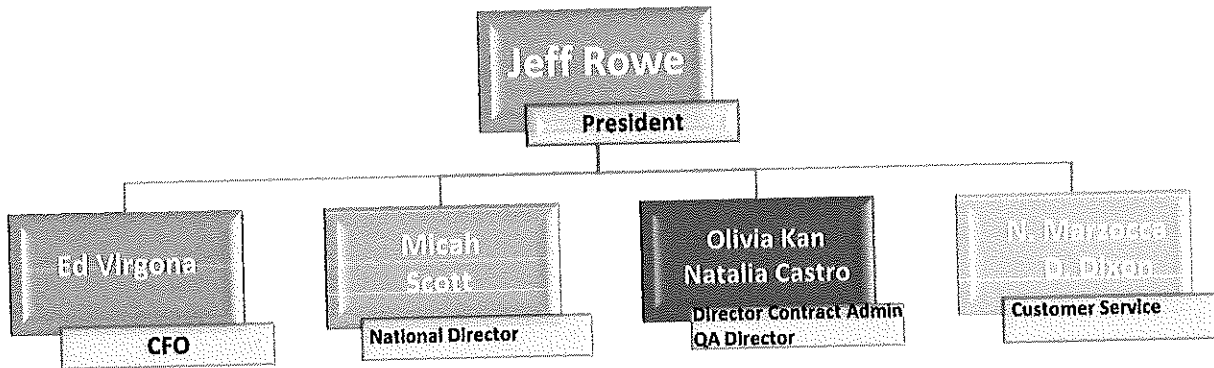


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Below is our team of professionals that will be assigned to service PSJPC RFP No: 1-202425
 Processed Donated USDA Mozzarella Cheese & Commercial Equivalents)

Point of Contact (Sales): Micah Scott (Email: mscott@esfoods.com; cell: 704-502-2710)
 Point of Contact (Bid Price/Contract): Olivia Kan (Email: bids@esfoods.com; phone: 516-682-5494



- **Jeff Rowe, President.** Jeff is responsible for overseeing the entire production of this contract
- **Micah Scott, National Category Director.** Micah handles the sales aspect for this contract
- **Ed Virgona, Chief Financial Controller.** Ed oversees the financial part of this contract
- **Natalia Castro, QA Director.** Natalia oversees the production part of this contract and ensures that all products are made in the highest standard
- **Olivia Kan, Director, Contract & Bid Administration.** Olivia handles the administrative side of the contract
- **Nicole Marzocca (Customer Service Supervisor).** Nicole handles orders and all customer service related responsibilities on this Agreement
- **Carla Rapacciuolo, Commodity Coordinator.** Carla handles all commodity diversions and commodity orders



ES Foods – Quotation Sheet



Bid Pricing Quotation

Date: 11/6/2024
 Bid Agency: (WA) Puget Sound Joint Purch Co-Op_1-202425 Mozz Cheese CMDY & CMMI Equ
 Bid Period: 7/1/2025 - 6/30/2026

Distributor: Direct
 Bid Opening Date: 11/6/2024
 Broker: Affinity

Line 2 (ALTERNATE) - Breakfast Pocket/Calzone/Empanada - Bulk Frozen Breakfast Pocket/Calzone/Empanada, whole grain rich, topped with 50/50 or 100% mozzarella cheese, sauce and any combination of bacon, sausage, or egg. CN label or PFS with product analysis required. Minimum Meal Pattern Contribution: 1 M/MA & 1 oz equivalent grain servings. Alternates will be considered. Quantity: 2000 cases

ES Foods Item #	Pack	Item Description	FFS Bid Price - Per SERVING	FFS Bid Price - Per CASE	2025 - 2026 PTV	Commercial Bid Price - Per SERVING	Commercial Bid Price - Per CASE	Net Weight Per Case (lb)	Servings Per Case	Net Weight Per Serving (Oz)	WBSM USDA Foods Material Code	WBSM USDA Foods Material	USDA Foods Inventory Drawdown per Case	USDA Food Value Per Lb	USDA Foods Value Per Case
25442	90	WG Dilsas Chicken and Cheese Empanada (Flour Shell)	\$1.003	\$90.26	\$3.21	\$1.039	\$93.47	16.88	90.00	3.00	110244	MOZZ	1.74	\$1.8444	\$3.21
ALTERNATE (ADDON'S)															
25401	96	IW WG Mozzarella Cheese Pinwheel	\$0.726	\$69.73	\$16.05	\$0.894	\$85.78	24.60	96.00	4.10	110244	MOZZ	8.70	\$1.8444	\$16.05
25405	96	WG Philly Steak & Cheese Pinwheel	\$0.810	\$77.72	\$13.83	\$0.954	\$91.55	24.00	96.00	4.00	110244	MOZZ	7.50	\$1.8444	\$13.83
25407	96	WG Veggie Pinwheel	\$0.767	\$73.62	\$16.05	\$0.934	\$89.67	27.36	96.00	4.56	110244	MOZZ	8.70	\$1.8444	\$16.05
25411	96	WG Mozzarella Cheese Pinwheel	\$0.686	\$65.89	\$16.05	\$0.854	\$81.94	24.60	96.00	4.10	110244	MOZZ	8.70	\$1.8444	\$16.05
25415	96	IW WG Philly Steak & Cheese Pinwheel	\$0.850	\$81.56	\$13.83	\$0.994	\$95.39	24.00	96.00	4.00	110244	MOZZ	7.50	\$1.8444	\$13.83
25417	96	IW WG Veggie Pinwheel	\$0.807	\$77.46	\$16.05	\$0.974	\$93.51	27.36	96.00	4.56	110244	MOZZ	8.70	\$1.8444	\$16.05
61191	60	Breakfast Breaks, Thaw & Serve WG Annie's Organic Grahams w/String Cheese	\$1.229	\$73.74	\$6.90	\$1.344	\$80.64	12.79	60.00	3.41	110244	MOZZ	3.74	\$1.8444	\$6.90
61921	30	Meal Breaks - Crustless Grape PBJ Sandwich & Cheese	\$2.729	\$81.86	\$3.46	\$2.844	\$85.32	24.50	30.00	13.05	110244	MOZZ	1.88	\$1.8444	\$3.46
61955	30	Meal Breaks - WG Crustless Cocoa Chickpea Butter Sandwich & String Cheese	\$2.568	\$77.05	\$3.47	\$2.684	\$80.52	22.30	30.00	11.90	110244	MOZZ	1.88	\$1.8444	\$3.47

- (1) Payment Term: NET 30
- (2) 5000H Frozen Minimum
- (3) Lead-Time: 3 weeks after receipt of order with the exception of 25442 (Chicken & Cheese Empanada) which is 4 weeks after receipt of order. Lead-Times do not include transit time which can take from 3-5 days. LTL orders ship on Friday.

Sincerely,
Olivia Kan
 Olivia Kan
 Director, Contract & Bid Administration
 ES Foods



**BUY AMERICAN CERTIFICATION
CERTIFICATE OF INSURANCE
W9**



BUY AMERICAN CERTIFICATION

E S FOODS PRODUCTS

The Buy American provision defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. For foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above (i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the SFA, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Please refer to 7 CFR 210.2 for full definitions and USDA-FNS memo SP-24-2016 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program for additional information.

I certify that E S Foods products meet “Buy American” provision of Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 for the United States Department of Agriculture Child Nutrition as well as the “Buy American Act” (1993) under the North American Free Trade Agreement.

Manufacturer Name:	E S Foods	
Manufacturer Representative:	Natalia Castro	
Title:	Technical Services/QA Director	
Signature:	N. Castro.	Date: 09/01/24

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type. See Specific Instructions on page 3.

	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) ES Foods, Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 20 Crossways Park North, Suite 100	6 City, state, and ZIP code Woodbury, NY 11797
	7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number									
or									
Employer identification number									
1	1	-	3	5	3	9	3	1	6

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

Part II Certification

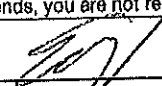
Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person



Date

7/31/24

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD™

Client#: 11571

ESFOO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2023

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

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

PRODUCER: Edgewood Partners Ins. Center, 40 Marcus Drive, 3rd Floor, Melville, NY 11747. CONTACT NAME: Commercial Support, PHONE: 631-390-9700, FAX: (A/C, No):, E-MAIL ADDRESS: NECertificates@epcbrokers.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Transportation Insurance Company (20494), INSURER B: The Continental Insurance Company (35289), INSURER C: Pennsylvania Manufacturers Indemnity Co (41424), INSURER D: Continental Casualty Company (20443), INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (Policy 5091244074), D AUTOMOBILE LIABILITY (Policy 5091243927), B UMBRELLA LIAB (Policy 5084924353), C Excess Liability (Policy 6023019210782).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is included as Additional Insured ATIMA as respects Product Liability Insurance under the terms of the Vendor's Endorsement. This is limited to products purchased from the named insured.

CERTIFICATE HOLDER: Puget Sound Joint Purchasing Cooperative, 409 S. Tobin Street, Renton, WA 98057-0000. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Leonard Scioscia

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2024

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

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PRODUCER
Aon Risk Services, Inc of Florida
701 Brickell Avenue, Suite 3200
Miami, FL 33131

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE (A/C, No, Ext): 833-538-2802

FAX (A/C, No):

EMAIL ADDRESS: ADPTS@Aon.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : New Hampshire Ins Co

23841

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
ADP TotalSource CO XXIII, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
L/C/F
E. S. Foods, Inc. DBA E S Foods
20 Crossways Park Dr N Ste 100
Woodbury, NY 11797

REVISION NUMBER:

CERTIFICATE NUMBER: 4898719

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						COMBINED SINGLE LIMIT (Ea accident)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 069353808 NY	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ Unlimited
							E.L. DISEASE - EA EMPLOYEE	\$ Unlimited
							E.L. DISEASE - POLICY LIMIT	\$ Unlimited

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for E. S. FOODS, INC. DBA E S FOODS, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER

Puget Sound Joint Purchasing Cooperative
409 S. Tobin Street
Renton, WA 98057

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

© 1988-2015 ACORD CORPORATION. All rights reserved.



(State of NY) Certificate of Incorporation

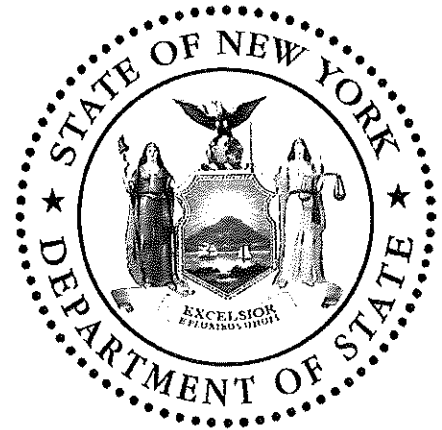
(State of NY) Biennial Statement

(State of WA) Business License

**NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT**

ENTITY NAME : E S FOODS INC.
DOCUMENT TYPE : BIENNIAL STATEMENT
ENTITY TYPE : DOMESTIC BUSINESS CORPORATION

DOS ID : 2469849
FILE DATE : 02/02/2024
FILE NUMBER : 240202001210
TRANSACTION NUMBER : 202402020001020-2896470
EXISTENCE DATE : 02/04/2000
DURATION/DISSOLUTION : PERPETUAL
COUNTY : NASSAU



SERVICE OF PROCESS ADDRESS : E S FOODS INC.
 20 CROSSWAYS PARK NORTH,
 N BELLMORE, NY, 11710, USA

**ELECTRONIC SERVICE OF PROCESS
 EMAIL ADDRESS :** N/A

FILER : EDWARD VIRGONA
 20 CROSSWAYS PARK NORTH,
 W, NY, 11797, USA

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100005119411

TOTAL FEES:	\$9.00	TOTAL PAYMENTS RECEIVED:	\$9.00
FILING FEE:	\$9.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$0.00	CREDIT CARD:	\$9.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$0.00
EXPEDITED HANDLING:	\$0.00	REFUND DUE:	\$0.00

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

EAST SIDE ENTREES INC.

(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

FIRST: The name of the corporation is:

East Side Entrees, Inc.

If the name of the corporation has been changed, the name under which it was formed is:

SECOND: The date of filing of the certificate of incorporation with the Department of State is:
February 4, 2000

THIRD: The amendment effected by this certificate of amendment is as follows: (Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the corporation would read as follows: Paragraph *First* of the Certificate of Incorporation relating to *the corporation name* is hereby amended to read as follows: *First: The name of the corporation is ... (new name) ...*)
Paragraph **FIRST** of the Certificate of Incorporation relating to

the name of the corporation

is hereby amended to read in its entirety as follows:

The name of the corporation is: **E S FOODS INC.**

Paragraph

of the Certificate of Incorporation relating to

is hereby amended to read in its entirety as follows:

FOURTH: The certificate of amendment was authorized by: *[Check the appropriate box]*

- The vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders.
- The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

(Signature)

Gary A. Davis

(Name of Signer)

President

(Title of Signer)

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

EAST SIDE ENTREES INC.

(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

Filer's Name

Address

City, State and Zip Code

NOTE: This form was prepared by the New York State Department of State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$60 filing fee, plus the required tax on shares pursuant to §180 of the Tax Law, if applicable.

For Office Use Only

State of New York
Department of State } **ss:**

I hereby certify, that the Certificate of Incorporation of EAST SIDE ENTREES INC. was filed on 02/04/2000, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 31st day of May
two thousand and five.*

A handwritten signature in black ink, appearing to read "R. A. DeSantis", is written over the text of the witness statement.

Secretary of State

200506010603 * 93

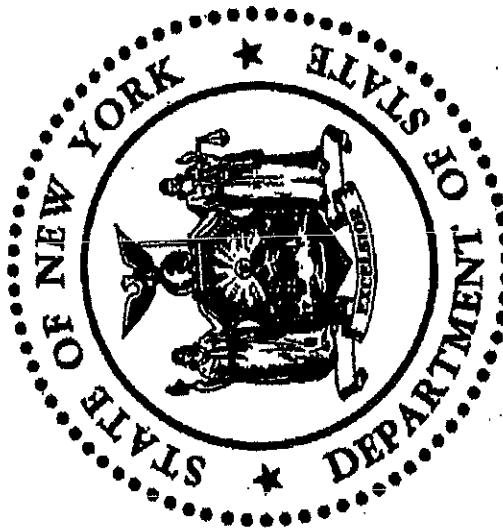
CONFIDENTIAL

State of New York } ss:
Department of State }

I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

Jun 01, 2005



A handwritten signature in black ink, appearing to read "R. A. D. S.", is written over the seal.

Secretary of State

DOS-200 (Rev. 03/02)

CONFIDENTIAL

1000204000 JLA

CERTIFICATE OF INCORPORATION

OF

EAST SIDE ENTREES INC.

Pursuant to Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

FIRST: The name of the corporation is:

EAST SIDE ENTREES INC.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under Article IV of the Business Corporation Law, except that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the corporation is to be located in the County of ~~NASSAU~~ State of New York.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is TWO HUNDRED, each of which shall be common stock with no par value.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

C/O THE CORPORATION
20 CROSSWAYS PARK N.
WOODBURY, NY 11797

1

SIXTH:

No director of the corporation shall have personal liability to the corporation or to its shareholders for damages for any breach of duty in such capacity, provided, however, that the provision shall not eliminate or limit:

(a) the liability of any director of the corporation if a judgment or other final adjudication adverse to him establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or, with respect to any director of the corporation, that his acts violated Section 719 of the Business Corporation Law of the State of New York, or

(b) the liability of a director for any act or omission prior to the final adoption of this article.

SEVENTH: The holders of any of the corporation's equity shares shall be entitled to preemptive rights in accordance with the provisions of BCL section 622.

IN WITNESS WHEREOF, the undersigned incorporator has executed this certificate of incorporation.

02/03/00.

s/ Sharon Babala
Sharon Babala, Incorporator
Blumberg Excelsior Corporate
Services, Inc.
488 Broadway
Albany, New York 12207

2

1000204000289

Certificate of Incorporation

of

EAST SIDE ENTREES INC.

Pursuant to Section 402 of the Business Corporation Law

RECEIVED

FEB 4 10 06 AM '00

FEB 4 11 57 AM '00

BLU-39
DRAWDOWN

STATE OF NEW YORK
DEPARTMENT OF STATE

Filed By:
RICHARD WOOL
475 SOUTH OYSTER BAY PLAZA
PLAINVIEW NY 11803

FILED FEB 04 2000

BY: 192
[Signature]

3

000204000289

CONFIDENTIAL

JD-470 (88)
10-22-13

Business Corporation Annual Report

SOSID: 1187317
REJECTED: 4/13/2015
Elatne F. Marshall
Secretary of State
CA201510308278

Name of Business Corporation: **ES FOODS INC.**

Secretary of State ID:

State of Formation: **NY**

Fiscal Year Ending: **12-31-14**

I hereby certify that an annual report completed in its entirety has been submitted and the information requested below (required by NCGS 55-16-22) has not changed and is therefore complete.

Section A: Registered Agent's Information

1. Name of Registered Agent:

2. Signature of the New Registered Agent:

3. Registered Office Street Address & County:

(Signature constitutes consent to the appointment)
4. Registered Office Mailing Address

Section B: Principal Office Information

1. Description of Nature of Business: **FOOD BROKER**

2. Principal Office Phone Number: **516-682-5494**

3. Principal Office Email: **EVIRGONA@ESFOODS.COM**

4. Principal Office Street Address & County:

5. Principal Office Mailing Address

**20 CROSSWAYS PARK N STE 100
WOODBURY NY 11797, NASSAU**

**20 CROSSWAYS PARK N STE 100
WOODBURY, NY 11797**

Section C: Officers (Enter additional Officers in Section E.)

Name: **GARY DAVIS**

Name: **AMY JOSEPHSON**

Name: **JEFFREY ROWE**

Title: **PRESIDENT**

Title: **TREASURER**

Title: **VICE PRESIDENT**

Address:

**20 CROSSWAYS PARK NORTH
WOODBURY, NY 11797**

Address:

**154 FOXWOOD DR
JERICHO, NY 11753**

Address:

**190 MAIN STREET
ROSLYN, NY 11576**

Section D: Certification of Annual Report Section D must be completed in its entirety and signed by a person listed under Section C, or a person signing for an entity listed under Section C.

Signature (Name must be signed by an officer of corporation)

Date

Ed. Virgona

3/15/15

Print or Type Name of Officer

Title

CEO



STATE OF
WASHINGTON
Corporation

BUSINESS LICENSE

Issue Date: Sep 29, 2023
Unified Business ID #: 602956129
Business ID #: 001
Location: 0001

EAST SIDE ENTREES, INC.
20 CROSSWAYS PARK DR N
WOODBURY NY 11797-2007

TAX REGISTRATION - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602956129 001 0001

EAST SIDE ENTREES, INC.
20 CROSSWAYS PARK DR N
WOODBURY NY 11797-2007

TAX REGISTRATION - ACTIVE

STATE OF WASHINGTON

PUGET SOUND JOINT PURCHASING COOP
 SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
 2661 N. Pearl St., #139, Tacoma, Washington 98407

December 19, 2024

Vincent Nardone
 President
 Nardone Brothers Baking Co.
 420 New Commerce Blvd
 Hanover Township, PA 18706
vincent.nardone@nardonebros.com

RE: Awards for PSJPC RFP #1-202425

This letter is confirming the award of items from PSJPC RFP #1-202425. The Nardone Brothers Baking Company has been awarded the following items by the Puget Sound Joint Purchasing Cooperative for the 2025-2026 school year. Please confirm receipt of this letter by signing at the bottom. Please scan and return a signed copy via email to me.

You are responsible for notifying our distributor, US Foods for 2025-2026, of the pricing you have provided us. We request that you send us notification that you have provided this information to our awarded distributor. Please plan to display these items at the PSJPC/OSPI/Spokane Schools Taste Testing as follows

January 27, 2025, Monday – Curtis High School, Tacoma, WA, 9:00 AM
 January 31, 2025, Friday – Shadle Park High School, Spokane, WA, 9:00 AM

Awarded Items for 2025-2025 School Year (July 1, 2025 – June 30, 2026)

RFP #1-202425 – Commodity Code 110244

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity \$ Value	Price Case
WW - 6" Pepperoni Pizza - 100% Mozz	625WRMP2	60	\$54.13	5.43	\$10.020	\$44.11
WW - 6" Cheese Pizza - 100% Mozz	625WRM2	60	\$53.95	7.50	\$13.830	\$40.12

Sincerely,



Executive Director
 Puget Sound Joint Purchasing Cooperative
mark.campbell@pugetsoundcoop.org

PUGET SOUND JOINT PURCHASING COOP
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

RE: Awards for PSJPC RFP #1-202425

Confirmed:

Date: _____ Print Name: _____

Signature: _____

PUGET SOUND JOINT PURCHASING COOP
 SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
 2661 N. Pearl St., #139, Tacoma, Washington 98407

December 19, 2024

Teresa Rogers
 Albie's Food Products, LLC
 1534 O'Rourke Blvd.
 Gaylord, MI 49735
teresa@albies.com

RE: Awards for PSJPC RFP #1-202425

This letter is confirming the award of items from PSJPC RFP #1-202425. The Albie's Food Products Company has been awarded the following items by the Puget Sound Joint Purchasing Cooperative for the 2025-2026 school year. Please confirm receipt of this letter by signing at the bottom. Please scan and return a signed copy via email to me.

You are responsible for notifying our distributor, US Foods for 2025-2026, of the pricing you have provided us. We request that you send us notification that you have provided this information to our awarded distributor. Please plan to display these items at the PSJPC/OSPI/Spokane Schools Taste Testing as follows

January 27, 2025, Monday – Curtis High School, Tacoma, WA, 9:00 AM
 January 31, 2025, Friday – Shadle Park High School, Spokane, WA, 9:00 AM

Awarded Items for 2025-2025 School Year (July 1, 2025 – June 30, 2026)

RFP #1-202425 – Commodity Code 110244

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity \$ Value	Price Case
WG Cheeseburger Calzone	831	48	\$49.92	1.83	\$3.380	\$46.54
WG Spicy Cheese Pocket	872	60	\$36.00	4.75	\$8.76	\$27.24

Sincerely,

Mark Campbell

Executive Director
 Puget Sound Joint Purchasing Cooperative
mark.campbell@pugetsoundcoop.org

Confirmed:

Date: _____ Print Name: _____

Signature: _____

PUGET SOUND JOINT PURCHASING COOP
 SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
 2661 N. Pearl St., #139, Tacoma, Washington 98407

December 20, 2024

Nicole Metheny
 Bid Pricing Analyst
 Schwan's Food Service Inc.
 115 West College Drive
 Marshall, MN 56258
sfsibids@schwans.com

RE: Awards for PSJPC RFP #1-202425

This letter is confirming the award of items from PSJPC RFP #1-202425. The Schwan's Food Service, Inc. has been awarded the following items by the Puget Sound Joint Purchasing Cooperative for the 2025-2026 school year. Please confirm receipt of this letter by signing at the bottom. Please scan and return a signed copy via email to me.

You are responsible for notifying our distributor, US Foods for 2025-2026, of the pricing you have provided us. We request that you send us notification that you have provided this information to our awarded distributor. Please plan to display these items at the PSJPC/OSPI/Spokane Schools Taste Testing as follows

January 27, 2025, Monday – Curtis High School, Tacoma, WA, 9:00 AM
 January 31, 2025, Friday – Shadle Park High School, Spokane, WA, 9:00 AM

Awarded Items for 2025-2025 School Year (July 1, 2025 – June 30, 2026)

RFP #1-202425 – Commodity Code 110244

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity \$ Value	Price Case
Beacon Street WG Cheese Stuffed Breadsticks	73338	100	\$59.54	10.00	\$18.44	\$41.10
WG Turkey & Beef Pepperoni Stuff Sand	55290	48	\$41.81	3.05	\$5.63	\$36.18
WG Buffalo Style Chicken Stuffed Sandwich Multi Cheese	70253	48	\$41.81	3.10	\$5.72	\$36.09
WG French Bread Pizza Pepperoni	72672	60	\$58.61	5.63	\$10.38	\$48.23
WG French Bread Garlic Cheese Pizza	68724	60	\$58.45	6.28	\$11.58	\$46.87
WG Pepperoni Pizza - rectangle	78698	96	\$54.37	6.66	\$12.28	\$42.09
WG Cheese Pizza - rectangle	78697	96	\$53.17	8.40	\$15.49	\$37.68
Big Daddy Primo WG Turkey & Beef Pepperoni Pizza – 16"	68592	72	\$68.96	7.23	\$13.34	\$55.62
Big Daddy WG Four Cheese Pizza – 16"	68591	72	\$67.19	9.00	\$16.60	\$50.59
Big Daddy Bold pepperoni Pizza 16"	78986	72	\$66.99	6.89	\$12.71	\$54.28
Big Daddy Bold Cheese	78985	72	\$65.14	9.00	\$16.60	\$48.54

PUGET SOUND JOINT PURCHASING COOP

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

Pizza 16"						
Pig Daddy Primo Chicken Pizza Multi Cheese	78639	72	\$72.06	7.59	\$14.00	\$58.06
Big Daddy Primo WG BBQ Chix Pizza w/100% Mozz	68638	72	\$72.06	7.93	\$14.63	\$57.43

Sincerely,

Mark Campbell

Executive Director
Puget Sound Joint Purchasing Cooperative
mark.campbell@pugetsoundcoop.org

Confirmed:

Date: _____ Print Name: _____

Signature: _____

PUGET SOUND JOINT PURCHASING COOP
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

October 1, 2025

Teresa Rogers
Albie's Food Products, LLC
1534 O'Rourke Blvd.
Gaylord, MI 49735
teresa@albies.com

RE: Extension Awards for PSJPC RFP #1-202425

The purpose of this letter is a request an update to the pricing your company submitted in its initial bid and subsequent bid renewals for the PSJPC RFP#1-202425 bid. Attached to this letter is a "Request for Pricing" allowing your company to update its pricing for the 2026-27 school year. Please complete the following items in the attachment and then return the attachment back to me at mark.campbell@pugetsoundcoop.org.

Please complete the following for each specified item and return to me by November 15, 2025:

- Commercial Price per case
- Commodity Value
- Cost per serving (either NOI or FFS)
- Company name, date and signature

After you completed, signed and e-mailed your response, a "rollover/renewal" award letter will be sent as acknowledgement for your signature and records.

If you have any questions, please let me know.

Sincerely,



Executive Director
Puget Sound Joint Purchasing Cooperative
mark.campbell@pugetsoundcoop.org

PUGET SOUND JOINT PURCHASING COOP

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

Request for Pricing: 2026-2027

Albie's Food Products

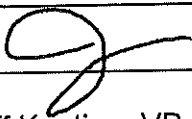
Awarded Items for 2026-2027 School Year (July 1, 2026 – June 30, 2027).

RFP #1-202425 – Commodity Code 110244

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity \$ Value	Price Case
WG Cheeseburger Calzone	831	48	\$49.92	1.83	\$3.34	\$46.58
WG Spicy Cheese Pocket	872	60	\$36.00	4.75	\$8.68	\$27.32

*Commodity \$ Value tentative until 26/27 commodity pricing is released

Company: Albie's Food Products, LLC

Signed:  _____

Title: Jeff Keating, VP of Sales

Date: 12/12/25

PUGET SOUND JOINT PURCHASING COOP
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N Pearl St. #139 Tacoma, Washington 98407

October 1, 2025

Charles Sayous
Bid Coordinator
Conagra Brands, Inc
222 W Merchandise Mart Plaza, Suite 1300
Chicago, IL 60654
erebust@aol.com

RE: Extension Award for PSJPC RFP #1-202425

The purpose of this letter is a request an update to the pricing your company submitted in its initial bid and subsequent bid renewals for the PSJPC RFP#1-202425 bid. Attached to this letter is a "Request for Pricing" allowing your company to update its pricing for the 2026-27 school year. Please complete the following items in the attachment and then return the attachment back to me at mark.campbell@pugetsoundcoop.org.

Please complete the following for each specified item and return to me by November 15, 2025:

- Commercial Price per case
- Commodity Value
- Cost per serving (either NOI or FFS)
- Company name, date and signature

After you completed, signed and e-mailed your response, a "rollover/renewal" award letter will be sent as acknowledgement for your signature and records.

If you have any questions, please let me know.

Sincerely,



Executive Director
Puget Sound Joint Purchasing Cooperative
mark.campbell@pugetsoundcoop.org

PUGET SOUND JOINT PURCHASING COOP
 SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
 2661 N. Pearl St., #139, Tacoma, Washington 98407


Request for Pricing: 2026-2027

ConAgra Brands

Awarded Items for 2026-2027 School Year (July 1, 2026 – June 30, 2027)

RFP #1-202425 – Commodity Code 110244

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity \$ Value	Price Case
The Max: WG 3X4 Turk Break Sausage Pizza 50/50	77387-12708	192	\$75.19	3.42	\$6.25	\$68.94
The Max - WG MaxSticks	77387-12602	96	\$58.71	12.11	\$22.12	\$36.59
The Max - Pizza Quesadilla	77387-12699	96	\$61.35	4.02	\$7.34	\$54.01
The Max - WG Pizza/Pepp Slice	77387-12686	96	\$66.30	6.96	\$12.71	\$53.59
The Max - WG Cheese Pizza Slice	77387-12687	96	\$59.16	8.04	\$14.69	\$44.47

Company: Conagra Brands, Inc.
 Signed: 
 Title: Bd. Coordinator
 Date: 12/4/2025

PUGET SOUND JOINT PURCHASING COOP

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

October 1, 2025

Vincent Nardone
President
Nardone Brothers Baking Co.
420 New Commerce Blvd
Hanover Township, PA 18706
vincent.nardone@nardonebros.com

RE: Awards for PSJPC RFP #1-202425

The purpose of this letter is a request an update to the pricing your company submitted in its initial bid for the PSJPC RFP#1-202425 bid. Attached to this letter is a "Request for Pricing" allowing your company to update its pricing for the 2026-27 school year. Please complete the following items in the attachment and then return the attachment back to me at mark.campbell@pugetsoundcoop.org.

Please complete the following for each specified item and return to me by November 15, 2025:

- Commercial Price per case
- Commodity Value
- Cost per serving (either NOI or FFS)
- Company name, date and signature

After you completed, signed and e-mailed your response, a "rollover/renewal" award letter will be sent as acknowledgement for your signature and records.

If you have any questions, please let me know.

Sincerely,



Executive Director
Puget Sound Joint Purchasing Cooperative
mark.campbell@pugetsoundcoop.org

PUGET SOUND JOINT PURCHASING COOP

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

Request for Pricing: 2026-2027


Nardone Brothers Baking

Rollover Items for 2026-2027 School Year (July 1, 2026 – June 30, 2027)

RFP #1-202425 – Commodity Code 110244

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity \$ Value	Price Case
WW - 6" Pepperoni Pizza - 100% Mozz	625WRMP2	60	54.13	5.43	9.92	44.21
WW - 6" Cheese Pizza - 100% Mozz	625WRM2	60	53.95	7.50	13.70	40.25

Company: Nardone Bro's

Signed: 

Title: Sr. Bid Analyst

Date: 10/31/2025

PUGET SOUND JOINT PURCHASING COOP

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

October 1, 2025

Dan Grout
VP" of K-12 Sales, Western Region
S&F Foods, Inc.
29411 Beverly Road
Romulus, MI 48174
dgrout@sffoodsinc.com

RE: Extension Awards for PSJPC RFP #1-202425

The purpose of this letter is a request an update to the pricing your company submitted in its initial bid and subsequent bid renewals for the PSJPC RFP#1-202425 bid. Attached to this letter is a "Request for Pricing" allowing your company to update its pricing for the 2026-27 school year. Please complete the following items in the attachment and then return the attachment back to me at mark.campbell@pugetsoundcoop.org.

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If you have any questions, please let me know.

Sincerely,



Executive Director
Puget Sound Joint Purchasing Cooperative
mark.campbell@pugetsoundcoop.org

PUGET SOUND JOINT PURCHASING COOP

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

Request for Pricing: 2026-2027

~~ConAgra Brands~~

S&F Foods, Inc.

Awarded Items for 2026-2027 School Year (July 1, 2026 – June 30, 2027).

RFP #1-202425 – Commodity Code 110244

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity \$ Value	Price Case
WG Breakfast Turkey Sausage Bites	9072BC	72	\$51.11	2.86	\$5.22	\$46.29
WG Turkey Ham&Cheese Bites	9076BC	48	-----	2.30	Discontinued	
WG Mozz & Butter Garlic Breadsticks	151BC	105	\$93.47	10.45 10.10	\$18.45	\$75.02
WG Beef Pepp Breadsticks	087BC	105	\$97.51	10.45 8.53	\$15.58	\$81.93
WG Cheese Pizza Calzone	212BC	80	\$73.83	9.35 9.82	\$17.94	\$55.89
WG Mini Beef Pepp Calzone	9073BC	48	\$51.51	3.58 3.34	\$6.10	\$45.41
WG Mini Cheese Calzones	9074BC	48	\$48.53	4.70	\$8.58	\$39.95

Company: S&F Foods, Inc.

Signed: 

Title: VP of K12 Sales - Western Division

Date: 12/5/2025

PUGET SOUND JOINT PURCHASING COOP

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
2661 N. Pearl St., #139, Tacoma, Washington 98407

October 1, 2025

Nicole Metheny
Bid Pricing Analyst
Schwan's Food Service Inc.
115 West College Drive
Marshall, MN 56258
sfsj bids@schwans.com

RE: Extension Award for PSJPC RFP #1-202425

The purpose of this letter is a request an update to the pricing your company submitted in its initial bid and subsequent bid renewals for the PSJPC RFP#1-202425 bid. Attached to this letter is a "Request for Pricing" allowing your company to update its pricing for the 2026-27 school year. Please complete the following items in the attachment and then return the attachment back to me at mark.campbell@pugetsoundcoop.org.

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- Company name, date and signature

After you completed, signed and e-mailed your response, a "rollover/renewal" award letter will be sent as acknowledgement for your signature and records.

If you have any questions, please let me know.

Sincerely,

Mark Campbell

Executive Director
Puget Sound Joint Purchasing Cooperative
mark.campbell@pugetsoundcoop.org

PUGET SOUND JOINT PURCHASING COOP
 SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON
 2661 N. Pearl St., #139, Tacoma, Washington 98407

Request for Pricing: 2026-2027


Schwans Food Service

Awarded Items for 2026-2027 School Year (July 1, 2026 – June 30, 2027).

RFP #1-202425 – Commodity Code 110244

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity \$ Value	Price Case
Beacon Street WG Cheese Stuffed Breadsticks	73338	100	\$59.37	10.00	\$18.27	\$41.10 \$0.4110
WG Turkey & Beef Pepperoni Stuff Sand	55290	48	\$41.81	3.05	\$5.57	\$36.24 \$0.7550
WG Buffalo Style Chicken Stuffed Sandwich Multi Cheese	70253	48	\$41.81	3.10	\$5.66	\$36.15 \$0.7531
WG French Bread Pizza Pepperoni	72672	60	\$58.61	5.63	\$10.28	\$48.33 \$0.8055
WG French Bread Garlic Cheese Pizza	68724	60	\$58.45	6.28	\$11.47	\$46.98 \$0.7830
WG Pepperoni Pizza - rectangle	78698	96	\$55.19	6.66	\$12.16	\$43.03 \$0.4482
WG Cheese Pizza - rectangle	78697	96	\$53.97	8.40	\$15.34	\$38.63 \$0.4024
Big Daddy Primo WG Turkey & Beef Pepperoni Pizza – 16"	68592	72	\$69.99	7.23	\$13.21	\$56.78 \$0.7887
Big Daddy WG Four Cheese Pizza – 16"	68591	72	\$68.20	9.00	\$16.44	\$51.76 \$0.7189
Big Daddy Bold pepperoni Pizza 16"	78986	72	\$67.99	6.89	\$12.58	\$55.41 \$0.7697
Big Daddy Bold Cheese Pizza 16"	78985	72	\$66.12	9.00	\$16.44	\$49.68 \$0.6900
Pig Daddy Primo Chicken Pizza Multi Cheese	78639	72	\$72.78	7.59	\$13.86	\$58.92 \$0.8183
Big Daddy Primo WG BBQ Chix Pizza w/100% Mozz	68638	72	\$72.78	7.93	\$14.48	\$58.30 \$0.8097

Company: Schwan's Food Service, Inc.

Signed: 

Title: Assistant Secretary / Company Officer

Date: 12/05/2025