PROCUREMENT REVIEW PACKET

Processing: USDA Commodity Processing
Pollock Products
Bid – RFP#1- 202526

Independent Cost / Price Analysis (Prepared Prior to Solicitation)

Category	Amount
Total Cases (2024-25 Usage)	9,813
Estimated Contract Value	$226,133
Average Cost per Case	$23.04

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

Supporting Documentation Included in This Packet:

- Affidavit of Publication – Distributor Bid (September 3, 2025)
- USDA Donated Commodity Processed Mozzarella Cheese Products RFP#1-202526
- Received Bid Docs – Trident Seafoods RFP#1-202526
- Bid Financial & Fee Analysis (October 2025)
- Comparison of Bids Received RFP#1-202526 Award Final
- Award Letter – Trident RFP #1-202526 (7-1-2026 to 6-30-2027)

STATE OF WASHINGTON -- KING COUNTY

--ss.

442001 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:POLLOCK PRODUCTS

was published on

08/27/25 09/03/25

The amount of the fee charged for the foregoing publication is the sum of $238.50.

NOTARY PUBLIC
STATE OF WASHINGTON
JESSICA BARNES
MY COMMISSION EXPIRES
OCTOBER 24, 2027
COMMISSION NO. 90739

Subscribed and sworn to before me on

09/03/2025

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 Pollock Products and Commercial Equivalents

Proposals Due: October 1

Puget Sound Joint Purchasing Cooperative Processed USDA Commodity Pollock Products and Commercial Equivalents RFP # 1-202526

REQUEST FOR PROPOSALS

Sealed Bids are being solicited by the Puget Sound Joint Purchasing Cooperative for **Processed USDA Commodity Pollock Products and Commercial Equivalents: RFP #1-202526** *at* 2661 N Pearl Street, #139, Tacoma, Washington 98407. **Due date is Wednesday, October 1, 2025 at 3:00 PM PDT.** Bids must be returned via email to mark.campbell@puget-soundcoop.org, bids@pugetsound-coop.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, August 27, September 3, 2025.

9/3(442001)

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

REQUEST FOR PROPOSALS (RFP)

RFP NO. 1-202526

PROJECT TITLE: Proposals for Processed Donated USDA Pollock & Commercial Equivalents

RFP's ACCEPTED UNTIL: 3:00 p.m., Pacific Daylight Savings Time (PDT) on Wednesday, October 1, 2025

ESTIMATED CONTRACT PERIOD: July 1, 2026 – June 30, 2027 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/manufacturer questions and answers will be posted to the Puget Sound Joint Purchasing Cooperative "Vendor Access – Bids" shared drive under "PSJPC Pollock Bid-2025" 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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Appendix B: Bidders Authorized Offer – Signatures
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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 Bidder (ASB) – 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 ASB 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 Bidder 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.

Fiscal Year – In Washington State, a 12-month period extending from July 1 of one calendar year to June 30 of the next calendar year.

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 Bid 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 purpose of this competitive Procurement is to receive competitive bids to evaluate and, as appropriate, award a Contract for the Puget Sound Joint Purchasing Cooperative (PSJPC) to procure good and/or services as set forth herein. Pursuant to Washington's Procurement Code for Good and Services, RCW chap. 39.26, state agency purchases of goods and services must be based on a competitive scale.

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 Pollock by USDA approved processors and commercial equivalents. 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 must be licensed to do business in the State of Washington. If not licensed, you must provide a written intent to be licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.

All vendors for School Year 2025-2026 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.

Consultants who do not meet these minimum qualifications 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.

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, 2026 and end on June 30, 2027. 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. If PSJPC provides a renewal 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 the PSJPC and contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous contract.

Successful Bidders 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 Pollock to be diverted into various products is 26,500 pounds with a contract value of this RFP at approximately fifty thousand ($50,000) dollars. PSJPC does not represent or guarantee any minimum purchase from the resulting contract Products will be ordered either through our awarded distributor or directly by member districts.

Any contract awarded is contingent upon the availability of funding. Bidders are encouraged to provide their most favorable and competitive cost estimate to perform the work.

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

B.2. QUESTIONS & ANSWERS

Any questions or 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. Consultants 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 Consultant. Answers and other applicable addenda will be posted to the Puget Sound Joint Purchasing Cooperative "Vendor Access – Bids" shared drive under "PSJPC Pollock Bid-2025" tab in accordance with the schedule in Section B.3.

Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow PSJPC to consider and, if warranted, respond to the inquiry. If a Bidder does not notify the Procurement coordinator of an issue, exception, addition, or omission, such matter may be considered to be waived by the bidder for protest purposes.

B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	PSJPC issues RFP	September 10, 2025
2.	Question and Answer period	September 10 – 17, 2025
3.	PSJPC posts final Question and Answer Addendum or Amendment (if necessary)	September 19, 2025
4.	Comments/Complaints due	September 23. 2025
5.	Proposals due by 3 p.m. Pacific Daylight Time (PDT)	October 1, 2025
6.	PSJPC conducts evaluation of written proposals	October 1 - 3, 2025
7.	PSJPC conducts taste test – samples from vendors to be sent to location as directed by PJSPC Board or RFP Coordinator. Samples must be received no later than Thursday, October 9th, 2025	October 10, 2025
8.	PSJPC announces "Apparent Successful Vendor(s)" and sends notification to unsuccessful Vendor(s)	October 22, 2025
9.	PSJPC conducts debriefing conferences (if requested)	November 3 – 5, 2025

10.	Contract negotiation begins	November 14, 2025
11.	***Goal is to execute contract by December 15, 2025*** Anticipated contract start date	July 1, 2026

PSJPC reserves the right to revise the above schedule.

B.4. 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 B3, "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.5. 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 website 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.6. 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 Wednesday, October 1, 2025.*** 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.7. 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.

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.8. 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.8.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.8.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.9. 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 Processed Pollock Bid - 2025." 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 Processed Pollock Bid - 2025" shared drive It will be the responsibility of interested Consultants to check the "Vendor Access – Bids" shared drive "PSJPC Pollock Bid - 2025" periodically for addenda and amendments to the RFP.

B.10. 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. However, no preference points 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.

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.

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.11. 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.12. ACCEPTANCE PERIOD

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

B.13. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. 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. A bidder's failure to provide requested information to PSJPC within ten (10) business days may result in disqualification. 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. A informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or the quality, capability, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders.

B.14. 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.15. 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.16. 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.17. 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.18. 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.19. 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.20. 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

This section identifies how to prepare and submit a bid/proposal for this Competitive Solicitation. In addition, bidders will need to review and follow the competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to the Procurement Coordinator to constitute a responsive bid. By responding to this competitive Solicitation and accept all information contained with this Competitive Solicitation.

C.1. SUBMISSION OF PROPOSALS

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.2. 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.3. 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. PSJPC reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible. 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.4. 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.

In the event that bidder is awarded a Contract, the total price for the goods and/or services shall be bidder's price as submitted. Except as provided in the contract, there shall be no additional costs of any kind.

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, 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. Anticipated pricing adjustment requests must be submitted prior to July 1, 2026

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, 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.

Samples will be requested for taste testing after proposal opening and prior to contract award. Samples are to be shipped and received within five (5) working days of PSJPC notification. 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.

For responsive bids, PSJPC will determine whether the bidder is a "responsible bidder." Accordingly, PSJPC may make reasonable inquiry to determine bidder responsibility on a pass/fail basis. In determining bidder responsibility, PSJPC may consider the following statutory elements:

- Bidder's ability, capacity, and skill to perform the contract or provide the service required;
- Bidder's character, integrity, reputation, judgment, experience, and efficiency;
- Bidder's ability to perform the contract within the time specified;
- Bidder's performance quality pertaining to previous contracts or services;
- Bidder's compliance with laws relating to the contract or services;
- Such other information as may be secured having a bearing on the decision to award the Contract.

In accordance with RCW 39.26.160(2)(a)-(g), PSJPC may request financial statements, credit ratings, references, record of past performance, clarification of bidder's bid, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary to determine bidder's capacity to perform and the enforceability of bidder's contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.

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);

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:

g) Close adherence to the specification as indicated in Exhibit E

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:

- Pollock – Breaded Portions, Nuggets & Sticks
- Pollock – Specialty Items

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: Pollock, Wedge Portion	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

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/Processor	Vendor item ID Code	Description Example: Pollock, Wedge Portion	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

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. Alternatively, PSJPC reserves the right to cancel this solicitation and not award a contract to any Bidder.
Upon PSJPC's announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington's Public Records Act.

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

At the Bidder's request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. A Debrief Conference is an opportunity for a bidder and PSJPC to meet and discuss the bidder's bid (and, as further explained below, is a necessary prerequisite to filing a protest). 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 may be limited by PSJPC to a specified period of time.

Since debriefing conferences pertain to the formal evaluation process, Bidders who were disqualified as non-responsive and therefore did not go through the formal evaluation process, are not entitled to a debriefing conference.

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 ASB and the Bidder'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; Bidders 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 to the RFP Coordinator via email,

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 the RFP Coordinator delegates the protest review, the PSJPC Board nonetheless reserves the right to make the final decision. If additional time is required, the protesting party will be notified. The PSJPC RFP Coordinator or designee will have the right to seek additional information from sources he or she deems appropriate in order to fully consider the protest.

In the event a protest may affect the interest of another Bidder that submitted a proposal, such Bidder 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 Bidder, assuming the parties reach agreement on the contract's terms. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. All decisions made by PSJPC relating to the protest shall be final.

D.8. ADDITIONAL AWARDS

PSJPC reserves the right, during the resulting Contract term, to make additional Contract awards to responsive, responsible bidders who provided a bid but who were not awarded a Contract under this RFP. Such awards would be on the same or substantially similar terms and conditions and would be designed to address an awarded Contractor vacancy (e.g., an awarded contractor is terminated or goes out of business) or be in the best interest of the PSJPC.

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)**

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 _____

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:

(I) 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 the 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 yes, please attach a list of each terminated contract with an explanation of the situation involved.**	If you do not have a Washington State business license, explain why you are exempt from registering your business with the State of Washington. 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 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. **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.*			

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 2025-2026 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
Please check box if applicable.
☐ For School Year 2025-2026, 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.

Signature of Bidder | Date | Place Signed (City, State)

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	Date	Place Signed (City, State)

Print Name	Title	Organization Name

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

September 24, 2025

TO: Mark Campbell – PSJPC Executive Director
RE: RFP NO. 1-202526 USDA Pollock & Commercial Equivalents

Please find our Letter of Submittal here within. Trident Seafoods is pleased to comply with all work requirements and other terms and conditions as specified in this RFP and include the following information about the Vendor and any proposed subcontractors:
a. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

Trident Seafoods Corporation will not use any subcontractors.

Trident Seafoods Corporation
5303 Shilshole Ave NW
Seattle, WA 98107
(206)783-3818

- **Joseph Bundrant, CEO (address and phone above)**
- **Terrence Sabol, CFO (address and phone above)**
- **Iain Lawn, Treasurer (address and phone above)**

b. Location of the facility from which the Vendor would operate. – **See above address**

c. A detailed list of all materials and enclosures included in the Application.

1. **Updated price list**
2. **SEPD for SY 2024-25 Provides all CN items**
3. **Calculator for SY 2024-25**
4. **WBSCM Destination Code**
5. **Item Data Sheets**

d. State whether Vendor or any of the Vendor's employees, agents, Independent Contractors, or proposed subcontractors have ever been an excluded provider, convicted of any criminal charges or actions involving moral turpitude and explanation. – **NO**

e. Disclose all current pending contracts with the State of Washington and all bids or applications submitted to the State of Washington but not yet awarded. – **N/A**

f. Identify all potential conflicts of interest related to this RFP. If any actual or potential conflicts of interest are identified, provide your plan to mitigate the actual or potential conflict of interest. – **N/A (none)**

g. Vendor disclosure of services identifies if the Vendor or subcontractor will perform the services outside the state of Washington or the United States. If this is the case, provide a brief statement explaining why the Vendor believes it is necessary or advantageous to perform the services outside the state of Washington or the United States.

We process all of our CN items in WA state where our headquarters reside as this is adventitious to us to do so.

Sincerely,

Ryan Richardson
National K12 Sales Manager
TRIDENT SEAFOODS CORPORATION
5303 Shilshole Avenue NW | Seattle, WA 98107
Cell: 206-669-7356

VISIT US: TridentSeafoods.com
Facebook | X | Instagram | Pinterest | YouTube | LinkedIn

APPENDIX B - BIDDER'S AUTHORIZED OFFER

(BID SIGNATURE PAGE)

PROPOSALS FOR USDA COMMODITY PROCESSED POLLOCK PRODUCTS
Puget Sound Joint Purchasing Cooperative: Bid #1-202526

Certifications and Assurances

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

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

++++++++++++++++++

7. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid.
8. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

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

Terry Green	Trident Seafoods
Bidder Signature	Company Name
Terry Green	9/9/2025
Name	Date

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.

APPENDIX C BIDDER PROFILE

PROPOSALS FOR USDA COMMODITYPROCESSED POLLOCK PRODUCTS
Puget Sound Joint Purchasing Cooperative: Bid #1-202526

COMPANY INFORMATION

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

1. Federal Tax Identification number: 47-0702463

2. WA State Department of Revenue Registration Tax number 601005522

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

4. Company Mailing Addresses
   5303 Shilshole Ave NW
   Seattle, WA 98107

5. Orders to be sent to:
   5303 Shilshole Ave NW
   Seattle, WA 98107

6. Billing will be from
   Trident Seafoods
   PO Box 931768
   Atlanta, GA 31193-1768

7. Payment to be sent to
   Trident Seafoods/Wells Fargo
   Seattle, WA

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:	Tacoma SD
Address:	601 S 8th Tacoma, WA 984011357
Contact Person:	Erica Wistrom
Telephone:	253-571-3373
Product Provided /Approx. Dollar Cost	$5,000 Trident Catalog

2) Agency/Company Name:	Kent SD
Address:	12033 SE 256th ST Kent, WA 980316643
Contact Person:	Teresa Fields
Telephone:	253-373-7891
Product Provided /Approx. Dollar Cost	$11,500 Trident Catalog

3) Agency/Company Name:	Bellevue SD
Address:	12111 NE 1st ST Bellevue, WA 980053183
Contact Person:	Connie Soga
Telephone:	425-456-4506
Product Provided /Approx. Dollar Cost	$21,120 Trident Catalog

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:	Ryan Richardson	Name:	Gabriela Jacobs
Telephone:	206-669-7356	Telephone:	206-330-3896
Toll Free No.	N/A	Toll Free No.	N/A
Mobile Phone	206-669-7356	Mobile Phone	206-330-3896
Territory	West	Territory	West
Fax:	NA	Fax:	N/A
Email:	ryanr@tridentseafoods.com	Email:	Gabriela.jacobs@acxion.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.

Terry Green 9/12/2025 Fresno, TX

Signature of Vendor **Date** **Place Signed (City, State)**

Terry Green **Commodity Specialist** **Trident Seafoods**

Print Name **Title** **Organization Name**

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 9/12/2025

Vendor Name Trident Seafoods

Completed By Terry Green

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:

(I) 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.

Trident Seafoods	RFP 1-202526
Organization Name	Project Name & CFDA Number

Terry Green Commodity Specialist Authorized Broker
Name and Title of Authorized Representative

Terry Green 9/12/25
Signature Date

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 47-0702463
2. WA State Department of Revenue Registration Tax Number: 601005522
3. Company URL Address: https://www.tridentseafoods.com/food-service
4. Company Mailing Address: 5303 Shilshole Ave NW Seattle, WA 98107
5. Orders to be sent to: Customerservice@tridentseafoods.com
6. Billing will be from: 5303 Shilshole Ave NW
   Seattle, WA 98107
7. Payment will be sent to: Trident Seafoods Corp.
   PO Box 931768
   Atlanta, GA 31193-1768
8. Hold and Recall Contact Information: Manish Patel 206-297-6576
   mpatel@tridentseafoods.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). x

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:	Tacoma SD
Address:	601 S 8th Zip 98405
Contact Person:	Erica Watson
Telephone:	253-571-3373
Product Provided/Approx. Dollar Cost	$5,000 Commodity Processing

2) Agency/Company Name:	Kent SD
Address:	12033 SE 256th ST Kent, WA 980316643
Contact Person:	Teresa Fields
Telephone:	253-373-7084
Product Provided/Approx. Dollar Cost	$11,500 Pollocks Products

3) Agency/Company Name:	Bellevue SD
Address:	12111 NE 1st St Bellevue, WA 980053183
Contact Person:	Connie Soga
Telephone:	425-456-4506
Product Provided/Approx. Dollar Cost	$21,120

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 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 Ryan Richardson Telephone:206-669-7356 Toll Free No: NA Mobile Phone 206-669-7356 Territory:CN Sales West Fax Email:ryanr@tridentseafoods.com	Name:Gabriela Jacobs Telephone:206-330-3896 Toll Free No:_____ Mobile Phone:206-330-3896 Territory:West WA K12 Fax:_____ Email:gabriela.jacobs@acxion.com

2. Payment Term: Prompt Payment Discount N/A_____% 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 _N/A_____% or $_____ and when it applies:

4. Standard Lead Time after receipt of order (ARO) is 14 days calendar days.

5. Minimum case quantities 3,500lbs for direct deliveries of shipment to Washington State locations.

6. Minimum order quantity 3,500lbs for distributor orders to Washington State.

EXHIBIT F: QUALIFICATION AFFIRMATIONS

CONSULTANT INFORMATION	
Name:	**Terry Green**
Organization Name: (if applicable:	**Trident Seafoods**

All vendors for School Year 2025-2026 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
Please check box if applicable.
☒ For School Year 2025-2026, 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.

Terry Green
Signature of Bidder

9/22/2025
Date

Fresno, TX 77545
Place Signed (City, State)

Terry Green
Print Name

Commodity Specialist
Title

Trident Seafoods
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	Date	Place Signed (City, State)
	9/22/2025	**Fresno, TX 77545**
Terry Green Print Name	**Commodity Specialist** Title	**Trident Seafoods** Organization Name

APPENDIX E - PRICE SHEET

POLLOCK

September 2025

	Product Description	A	B	K	L	M	N	O	P				
	Vendor Name: Trident Seafood prices are SY 25/26	Co-op's Estimated Annual Need (cases)	Vendor Id. Code	DFV 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) - NOI	Net Cost per Svg - NOI (list to the third place)	Gross Cost per Svg - Commercial (list to the third place)	2021-22 Case Cost	Variance	% variance	2025-26 case cost
0.		1,000	X16RC					$0.000	$0.000				
	Pollock- Breaded Portions, Nuggets & Sticks												
1	Pollock, Rectangle Portion - Breaded and seasoned, WG, Wild-caught rectangle pollock portion par-fried and oven-ready.. 1 portion is approximately 3.6 oz - 4 oz per serving. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 180 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	2500	418302	6.99	$ 12.430	$ 31.380	$ 18.950	0.4308818	0.71318182				
	Pollock, Rectangle Portion - Breaded and seasoned, WG, Wild-caught rectangle pollock portion par-fried and oven-ready.. 1 portion is approximately 3.6 oz - 4 oz per serving. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 180 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	2500	418321	6.62	$ 11.770	$ 29.730	$ 17.960	0.449	0.74325	$24.50	$ 5.230	29.12%	
	Pollock, Rectangle Portion - Breaded and seasoned, WG, Wild-caught rectangle pollock portion par-fried and oven-ready.. 1 portion is approximately 3.6 oz - 4 oz per serving. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 180 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	2500	418324	17.47	$ 31.060	$ 77.210	$ 46.150	0.4157658	0.69558559	$62.25	$ 14.960	32.42%	
2	Pollock, Wedge Portion - Breaded and seasoned, WG, Wild-caught wedge pollock portion par-fried and oven-ready.. 1 portion is approximately 3.6 oz - 4 oz per serving. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 180 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	2000	418306	6.32	$ 11.240	$ 30.600	$ 19.360	0.484	0.765				
	Pollock, Wedge Portion - Breaded and seasoned, WG, Wild-caught wedge pollock portion par-fried and oven-ready.. 1 portion is approximately 3.6 oz - 4 oz per serving. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 180 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	2000	418320	6.99	$ 12.430	$ 30.800	$ 18.370	0.4175	0.7	$24.50	$ 6.300	34.30%	
	Pollock, Wedge Portion - Breaded and seasoned, WG, Wild-caught wedge pollock portion par-fried and oven-ready.. 1 portion is approximately 3.6 oz - 4 oz per serving. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 180 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	2000	427587	7.14	$ 12.690	$ 31.890	$ 19.200	0.4363636	0.72477273				
	Pollock, Wedge Portion - Breaded and seasoned, WG, Wild-caught wedge pollock portion par-fried and oven-ready.. 1 portion is approximately 3.6 oz - 4 oz per serving. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 180 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	2000	422072	6.99	$ 12.430	$ 38.080	$ 25.650	0.5829545	0.86545455				
3	Pollock, Fish Nuggets - Breaded and seasoned, WG, Wild-caught pollock nuggets par-fried and oven-ready.. Serving size is 3- 4 nuggets. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 220 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	5000	418305	6.29	$ 11.180	$ 29.810	$ 18.630	0.46575	0.74525	$24.70	$ 5.110	27.43%	
	Pollock, Fish Nuggets - Breaded and seasoned, WG, Wild-caught pollock nuggets par-fried and oven-ready.. Serving size is 3- 4 nuggets. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 220 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	5000	418322	15.73	$ 27.970	$ 74.760	$ 46.790	0.4679	0.7476	$61.00	$ 13.760	29.41%	
4	Pollock, Fish Sticks - Breaded and seasoned, WG, Wild-caught pollock sticks par-fried and oven-ready.. Serving size is 3- 4 sticks. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 180 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	3000	418304	6.37	$ 11.330	$ 35.970	$ 24.640	0.616	0.89925				
	Pollock, Fish Sticks - Breaded and seasoned, WG, Wild-caught pollock sticks par-fried and oven-ready.. Serving size is 3- 4 sticks. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 180 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	3000	422071	6.37	$ 11.330	$ 37.450	$ 26.120	0.653	0.93625				

	Pollock, Fish Sticks - Breaded and seasoned, WG, Wild-caught pollock sticks par-fried and oven-ready.. Serving size is 3- 4 sticks. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 180 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	3000	427203	6.42	$ 11.410	$ 30.060	$ 18.650	0.46625	0.7515			
	Pollock- Speciality Items											
5	Pollock, Fish Mini Wedges - Breaded and nacho cheese seasoned, WG, Wild-caught pollock wedges par-fried and oven-ready.. Serving size is 3 mini wedges. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 210 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	500	429078	6.75	$ 12.000	$ 37.230	$ 25.230	$0.631	$ 0.93			
6	Pollock, Fish Mini Wedges - Breaded and buffalo seasoned, WG, Wild-caught pollock wedges par-fried and oven-ready.. Serving size is 3 mini wedges. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 210 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	500	429077	6.75	$ 12.000	$ 35.100	$ 23.100	$0.578	$ 0.88			
7	Pollock, Fish Bites - Breaded and seasoned, WG, Wild-caught pollock nuggets par-fried and oven-ready.. Serving size is 8 bites. Portion must provide minimum 2 Meat/MA and 1 oz equivalent of grain. 210 calories minimum. CN label preferred or PFS required. Preferred pack size is approximately 40 - 80 servings per case.	500	N/A		$ 31.000		$ (31.000)	#DIV/0!	#DIV/0!			

PUGET SOUND JOINT PURCHASING COOP

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

November 21, 2025

Ryan Richardson, K12 Regional Sales Manager
Trident Seafoods
5303 Shilshole Ave. NW
Seattle, WA 98107
206-669-7356

ryanr@tridentseafoods.com

RE: Awards for PSJPC RFP #1-202526

This letter is confirming the award of items from PSJPC RFP #1-202526 for processed USDA Pollock.. Trident Seafoods has been awarded the following items by the Puget Sound Joint Purchasing Cooperative for the 2026-2027school year. On the subsequent pages of this e-mail, please update your pricing that reflects the USDA 26-27 Material Pricing for Commodities when it is published.

You are responsible for notifying our distributor, US Foods for 2026-2027 school year of the pricing you have provided. We request that you send me notification that you have provided this information to our awarded distributor.

Please plan to display these items at the PSJPC/OSPI/Spokane Schools "USDA – Commodity Taste Testing" as follows:

January 26, 2026, Monday – Curtis High School, Tacoma, WA, 9:00 AM
January 30, 2025, Friday – Rogers High School, Spokane, WA, 9:00 AM

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

Please confirm receipt of this letter by signing at the bottom of each page. Please scan and return a signed copy via email to me.

Sincerely,

Mark Campbell

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

cc: file

PUGET SOUND JOINT PURCHASING COOP

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

Awards for PSJPC RFP #1-202526

RFP #1-202526 – Commodity Code 110601

Trident Submitted based upon 25-26 USDA Commodity Pricing.

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity $ Value	Price Case
Pollock, Rectangle Portion – Breaded and Seasoned	418302	44	$31.38	6.99	$12.43	$18.95
Pollock, Rectangle Portion – Breaded and Seasoned	418321	40	$29.73	6.62	$11.77	$17.96
Pollock, Rectangle Portion – Breaded and Seasoned	418324	111	$77.21	17.47	$31.06	$46.15
Pollock, Wedge Portion – Breaded and Seasoned	418306	40	$30.60	6.32	$12.24	$19.36
Pollock, Wedge Portion – Breaded and Seasoned	418320	44	$30.80	6.99	$12.43	$18.37
Pollock, Nuggets – Breaded and Seasoned	418305	40	$29.81	6.29	$11.18	$18.63
Pollock, Fish Sticks – Breaded and Seasoned	418304	40	$35.97	6.37	$11.33	$24.64
Pollock, Mini Wedges – Breaded and Seasoned	429078	40	$37.23	6.75	$12.00	$25.23
Pollock, Mini Wedges – Breaded and Buffalo Seasoned	429077	40	$35.10	6.75	12.00	$23.10

RFP #1-202526 – Commodity Code 110601

Updated pricing, based upon 26-27 USDA Commodity Pricing

Description	Item Code Commodity/Commercial	Serving CS	Commercial Price Case	Commodity LBS CS	Commodity $ Value	Price Case
Pollock, Rectangle Portion – Breaded and Seasoned	418302	44		6.99		
Pollock, Rectangle Portion – Breaded and Seasoned	418321	40		6.62		
Pollock, Rectangle Portion – Breaded and Seasoned	418324	111		17.47		
Pollock, Wedge Portion – Breaded and Seasoned	418306	40		6.32		

Pollock, Wedge Portion – Breaded and Seasoned	418320	44		6.99		
Pollock, Nuggets – Breaded and Seasoned	418305	40		6.29		
Pollock, Fish Sticks – Breaded and Seasoned	418304	40		6.37		
Pollock, Mini Wedges – Breaded and Seasoned	429078	40		6.75		
Pollock, Mini Wedges – Breaded and Buffalo Seasoned	429077	40		6.75		

Confirmed:

Date:_____ Print Name:_____

Signature: _____