

Request for Proposals No. 2023-06

Logistics Bid

STATE OF WASHINGTON
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
OLYMPIA, WASHINGTON

PROJECT TITLE: 2023-06 Logistics Bid (Statewide Warehousing and Delivery of USDA Foods)

PROPOSAL DUE DATE: 3:00 p.m. Pacific Standard Time (PST) on February 28, 2023

ESTIMATED CONTRACT PERIOD: July 1, 2023 – June 30, 2025. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

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

SUBMIT PROPOSAL TO: Brenda Merritt
Procurement Coordinator
Proposal Delivered by Email:
brenda.merritt@k12.wa.us

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 OSPI. Contractors 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 Contractor.

This RFP is available at the [Office of Superintendent of Public Instruction \(OSPI\) website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All RFP amendments and/or Contractor questions and OSPI answers will be posted to these sites. All interested Contractors must be registered with WEBS under the following commodity codes in order to receive automatic notifications: **971-70** Real Property Rental or Lease; **971-91** Warehouse Rental or Lease; **962-95** Warehousing and Storage Services (Not storage space rental) (Includes Farm Product Storage in Silos and Grain Elevators); **962-40** Food Distribution Services

OSPI, 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



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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. 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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Section A. INTRODUCTION

A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

Agency or OSPI – The Washington State Office of Superintendent of Public Instruction; the entity issuing this RFP.

Amendment – A unilateral change to the Solicitation that is issued by OSPI at its sole discretion and posted on WEBS and OSPI's website.

Apparent Successful Bidder (ASB) – A Bidder submitting a response to this Solicitation that is evaluated and is identified and announced by OSPI 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 OSPI. For purposes of this Solicitation, the terms Bidder, Contractor, and Vendor are interchangeable.

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

Complaint – A process that may be followed by a Contractor prior to the deadline for bid submission to alert OSPI 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 OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

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

Debriefing – A short meeting an unsuccessful Bidder may request with the 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.

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

Proprietary Information – Information such as patents, technological information or other related information that the Bidder or Contractor 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 OSPI 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 contractor 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 OSPI 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 Contractor 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 OSPI.

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

WEBS – Washington's Electronic Business Solution, the Contractor notification system found at [Washington Electronic Business Solution \(WEBS\) Procurement website](#) and maintained by the Washington State Department of Enterprise Services.

A.2. PURPOSE OF REQUEST FOR PROPOSALS

The Office of Superintendent of Public Instruction (OSPI) is initiating this Request for Proposal (RFP) to solicit proposals for services required to Warehouse and deliver USDA Foods, and State Purchased Foods to Local Education Agencies (LEAs) participating in Child Nutrition Services' (CNS) Food Distribution Program (FDP).

This solicitation is to establish a state contract to replace existing state contracts 20190006.

A.3. BACKGROUND

OSPI in agreement with USDA acts on behalf of LEAs to receive, warehouse and distribute USDA Foods to LEAs. OSPI administers the Food Distribution Program for approved LEAs participating in the National School Lunch Program (NSLP).

Warehousing and delivery services include, but are not limited to, the following tasks:

- Receive USDA Foods at dock edge
- Store USDA Foods following Hazard Analysis Critical Control Point (HAACP) Standards and principles outlined in the Food Safety Modernization Act
- Handle, pick orders, palletize for outbound shipment with HAACP standards in place.
- Deliver orders to LEAs
- Have provisions in place to account for Holds, Recalls, or Disposal of product that may arise in the normal course of business. The procedure shall conform to all federal, state and local health regulations
- Technical Specifications are outlined in *Appendix H*

There are currently 317 participating LEAs in Washington. Of these, there are 141 LEAs located in Eastern Washington and 176 LEAs in Western Washington. The dividing point is the cascade mountain range, which separates East and West. The number of LEAs participating in the Food Distribution Program may increase or decrease during the contract period. Any new LEAs added to the Food Distribution Program must be provided services at the same level and in accordance with all the terms and conditions of the contract. In addition, the Food Distribution Program is subject to change in terms of volume and types of products available. This may affect the amount of storage space needed. OSPI is participating in a special project to accept and distribute to schools dry and frozen Washington grown foods. This project may continue on a limited basis through the duration of the contract.

Distribution History for July 1, 2016 – June 30, 2017 (Pre-Covid Pandemic Numbers)

Storage Type	Cases Per Year	Pounds Per Year	*Approx. Carry Over Cases Per Month	Case Inventory At Year End
East Dry	85,739	3,424,842	3,500	825
East Frozen	169,827	5,050,896	7,000	3,025
West Dry	193,447	7,558,161	8,000	225
West Frozen	341,618	10,127,409	15,000	3,075
Total State	790,631	26,161,308	33,500	7,150

*Carryover cases per month are the unassigned product remaining in the warehouse after outbound shipments have been completed. Outbound shipments are approximately the first two weeks of the month.

The traditional peak months for the estimated annual figures are September through May, thus coinciding with the school year.

Average cases shipped per month

East Dry	11,000
East Frozen	21,500
West Dry	24,500
West Frozen	43,000
Total	100,000

All USDA Foods shipped to the awarded contractor's warehouse from USDA suppliers and USDA warehouses are Free on Board (FOB) Destination, Freight prepaid.

There are typically eight-nine (8-9) planned distributions to LEAs – August through April/May. The schedule of planned distributions shall be subject to change on an as needed basis by OSPI to include an option for additional deliveries. The Summer Food Service Program (SFSP) may be considered for an additional delivery period during the May and/or June period. OSPI reserves the right to negotiate and amend the awarded contract as it considers more frequent deliveries than once a month.

A.4. SCOPE OF WORK

OSPI intends to establish a contract for warehousing and delivery of USDA Foods, including frozen, and dry products. The warehousing and delivery services requirements listed herein are for the receiving of USDA Foods at dock edge, storage, handling, order picking, and staging for transportation to LEAs at the direction of OSPI for the USDA Child Nutrition Food Distribution Program.

A.5. BIDDER QUALIFICATIONS

The resulting contract is for use by purchasers, with the primary purchaser being OSPI. The resulting contract terms must also be made available to LEAs who may have a need for additional logistic services based upon contractor's agreement. LEAs who choose to utilize this contract within its specified scope as outlined in the contract can do so provided, they reach a memorandum of understanding with Contractor. OSPI will not be responsible for any fees associated with this memorandum of understanding as it is between the Contractor and LEA. Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.

- **BIDDER ORGANIZATIONAL CAPABILITIES**

Bidder shall provide a brief description in Appendix G Bidder Profile of its entity (including business locations, size, areas of specialization and expertise, customer base, security policy and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Bidder organization's experience and history with similar services as those being requested within this RFP.

- **WAREHOUSE CERTIFICATIONS**

Bidder is to complete the Warehouse Certification section of Appendix G Bidder Profile.

Bidder to provide all copies of the certification required, including but not limited to, date of issuance, date of expiration, to whom issued, etc. If bidders are not in possession of the required certifications, the certificates must have been applied for during the solicitation process and be submitted to OSPI within 15 business days from the date of award.

- **USE OF SUBCONTRACTORS**

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

OSPI reserves the right to approve or reject any and all Subcontractors that Bidder proposes.

- **DEBARMENT AND SUSPENSION**

The Bidder certifies, by submission of this Bid Proposal, that neither it nor its "principals" (as defined in [49 CFR 29.105](#) (p) 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.

Contractors 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.

A.6. PERIOD OF PERFORMANCE

The initial term of this contract is from July 1, 2023 until June 30, 2025 with the option to extend for additional term(s) or portions thereof. Extensions for each additional term(s) or portion thereof shall be exercised at the sole discretion of OSPI upon written notice to the Contractor. The total contract term, including the initial term and all subsequent extensions, shall not exceed seven (7) years unless an emergency exists and/or special circumstances require a partial term extension. OSPI reserves the right to extend with all or some of the contractors, solely determined by OSPI.

A.7. FUNDING

Based on past and/or projected usage, it is estimated the annual purchased services during the Contract will be approximately \$2,000,000.00. This estimate is provided solely for the purpose of assisting Bidders in preparing their Response. Actual volume of USDA Foods will be determined by LEAs usage and needs.

The State of Washington/OSPI does not represent or guarantee any minimums.

OSPI seeks to acquire accurate and timely Warehousing and Delivery of USDA Foods for those LEAs participating in the USDA Child Nutrition Program that best meets OSPI's needs and offers the best value.

OSPI's desire is to have one contractor provide required services to the entire state. However, OSPI reserves the right to award service for Eastern Washington to one contractor and Western Washington to another contractor if it is in the best interest of OSPI. The award will be based on specifications, terms, and conditions as stated herein and through point evaluation.

If needed, contract award may go to one or more contractors for the warehousing and delivery of USDA Foods as defined by OSPI.

OSPI reserves the right to negotiate and amend the awarded contract as it considers more frequent deliveries than once a month or required/desired changes are needed.

A.8. AMERICANS WITH DISABILITIES ACT

OSPI complies with the Americans with Disabilities Act (ADA). Contractors may contact the RFP Coordinator to receive this Request for Proposals in an alternative format.

Section B. GENERAL INFORMATION FOR BIDDERS

B.1. RFP COORDINATOR

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

	Contact Information
Name:	Brenda Merritt
Address:	600 Washington Street South PO Box 47200 Olympia, WA 98504-7200
Email Address:	brenda.merritt@k12.wa.us

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. Contractors 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 OSPI, and may result in disqualification of the Contractor.

B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI issues RFP	January 24, 2023
2.	Question and Answer period	Jan 24 – 31, 2023
3.	Last date for questions regarding RFP	January 31, 2023
4.	Complaints due	February 21, 2023
5.	OSPI posts final Question and Answer Addendum or Amendment (if necessary)	February 6, 2023
6.	Proposals due	February 28, 2023
7.	OSPI conducts evaluation of written proposals	March 1-7, 2023
8.	OSPI conducts oral interviews with finalists (if determined necessary by OSPI)	March 14, 2023
9.	OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)	March 28, 2023
10.	OSPI conducts debriefing conferences (if requested)	As requested, per debriefing instructions

Item	Action	Date
11.	Contract negotiation begins	March 28, 2023
12.	Anticipated contract start date	July 1, 2023

OSPI reserves the right to revise the above schedule.

B.4. COMPLAINT PROCEDURE

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

A Contractor 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.

Contractors may submit complaints up to five (5) business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, Contractors are encouraged to submit complaints as soon as possible so OSPI 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.

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by OSPI. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration.

The OSPI Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the submitter in writing. OSPI will consider all complaints but is not required to adopt a complaint, in part or in full. OSPI's response to the complaint is final and not subject to administrative appeal. The response, and any changes to the RFP, will be posted as an amendment to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

B.5. SUBMISSION OF PROPOSALS

Contractors shall submit proposals as an attachment to an email to the RFP Coordinator noted in Section B.1. ***Proposals must arrive by 3:00 p.m. PDST on February 28, 2023.*** The RFP number must be noted in the email subject line. Attachments to the email shall be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by OSPI and can be used for

submission of proposals. OSPI 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. Do not respond by referring to material presented elsewhere. 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 OSPI and will not be returned.

B.6. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Your entire response to this RFP is a public record and will be disclosed consistent with the Public Records Act, Chapter 42.56 RCW. Bid submissions and evaluations are temporarily exempt from public disclosure until announcement of the ASB(s).

B.8.i. CONFIDENTIAL DOCUMENTS

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

If OSPI 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", OSPI will take the following steps:

- i. We will notify you. We will identify the requestor and the date that OSPI will disclose the requested records.
- ii. We will give you an opportunity to seek a court order to stop OSPI 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.

If you have any questions, refer to the [OSPI Public Records Office](#).

B.7. 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 [OSPI website](#). For this purpose, the published Contractor questions and Agency answers, and any other pertinent information, shall be considered an addendum to the

RFP. Additionally, all addenda referred to above will be released on WEBS under the commodity code(s) listed on the cover page of this RFP. Only contractors who have properly registered in WEBS will receive automatic notification of amendments or other correspondence pertaining to this RFP. For those not registered in [WEBS](#), it will be the responsibility of interested Contractors to check the website periodically for addenda and amendments to the RFP.

B.8. SMALL BUSINESS, MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION

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

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

Additionally, per Department of Enterprise policy, agencies are encouraged to buy from in-state small business, including microbusinesses and mini-businesses.

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

Vendors who meet criteria set forth in chapter [39.19 RCW](#), should completed and submit the *Business Enterprise Certification Form* with the *Contractor Intake Form*.

B.9. 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 requirements prior to submitting a proposal. Bidders shall indicate on their *Contractor Intake Form* any current or former state employees who are employed by, or subcontracted with, Bidder.

B.10. ACCEPTANCE PERIOD

Proposals must provide ninety (90) business days for acceptance by OSPI from the due date for receipt of proposals.

B.11. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP. OSPI 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 Bidder qualifications or to comply with any requirement set forth in this RFP, including Attachments
- Submission of incorrect, misleading or false information
- History of prior unsatisfactory contractual performance

The RFP Coordinator may contact any Bidder for clarification of the proposal. If a proposal is deemed non-responsive, it shall be removed from further 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, OSPI shall continue with the written evaluation and, if applicable, the oral evaluation.

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

B.12. MOST FAVORABLE TERMS

OSPI 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. OSPI does reserve 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 OSPI.

B.13. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Bidder will be expected to enter into a contract which is substantially the same as 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 section. OSPI 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 Agency may immediately cease contract negotiations, declare the Bidder with the second highest score as the new Apparent Successful Bidder, and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Bidders remain.

B.14. COSTS TO PROPOSE

Bid prices shall include costs needed for all components of the warehousing, handling, and delivery, unless otherwise included in Bidder proposal.

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

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

B.15. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or OSPI to contract for services specified herein. OSPI 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.16. REJECTION OF PROPOSALS

OSPI 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.17. COMMITMENT OF FUNDS

Only an authorized representative of OSPI may legally commit OSPI to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

B.18. STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors awarded contracts as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments. This allows vendors to receive payments from all participating state agencies by direct deposit, the State's

preferred method of payment. All OSPI Contractors are required to register as a Statewide Vendor; however, participation in direct deposit is optional. For online registration, visit the [Office of Financial Management website](#).

B.19. INSURANCE COVERAGE

The Apparent Successful Bidder 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 OSPI within fifteen (15) days of the contract effective date.

Section C. PROPOSAL CONTENTS

C.1. PROPOSAL OVERVIEW

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. 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 certifications, as applicable
2. Signed Bidder's Authorized Offer
3. Bid Amendment(s) (if applicable)
 - a. Appendix G Bidder Profile
 - b. Non-Cost Submittals/Certifications
 - c. Contractor Intake Form
4. Appendix H – Technical Specifications
5. Appendix I – Price Sheet

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 Contractor in preparing a thorough response.

C.2. LETTER OF SUBMITTAL

The Letter of Submittal and applicable certifications must be signed and dated by a person authorized to legally bind the Contractor 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).

C.3. BIDDER ORGANIZATIONAL CAPABILITIES

Bidder shall provide a brief description in Appendix G Bidder Profile of its entity (including business locations, size, areas of specialization and expertise, customer base, security policy and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Bidder organization's experience and history with similar services as those being requested within this RFP.

C.4. WAREHOUSE CERTIFICATIONS

Bidder is to complete the Warehouse Certification section of Appendix G Bidder Profile.

Bidder to provide all copies of the certification required, including but not limited to, date of issuance, date of expiration, to whom issued, etc. If bidders are not in possession of the

required certifications, the certificates must have been applied for during the solicitation process and be submitted to OSPI within 15 business days from the date of award.

C.5. USE OF SUBCONTRACTORS

In accordance with the RFP requirements, Contractor agrees to take complete responsibility for all actions of such Subcontractors.

Prior to performance, Contractor 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.

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

OSPI reserves the right to approve or reject any and all Subcontractors that Bidder proposes.

C.6. SUBCONTRACTS AND ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of ninety (90) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the state for any breach in the performance of the Contractor's duties.

C.7. CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor is authorized to service under this Contract only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract.

Contractor shall not represent to OSPI or LEAs that they have the contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other established State Contracts.

C.8. MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the servicing of this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended.

C.9. DELIVERY REQUIREMENTS

C.10. ORDER FULFILLMENT REQUIREMENTS

OSPI may place orders against this Contract either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:

1. Upon the request of OSPI, the Contractor shall supply OSPI with documentation needed to verify receipt of order to be delivered.
2. Product damaged prior to acceptance requires the notification to OSPI per the specifications listed in the RFP. (Appendix H)

C.11. SHIPPING AND RISK OF LOSS

Contractor shall ship all USDA Foods pursuant to this Contract, freight prepaid, FOB Purchaser's destination. The method of shipment shall be consistent with the nature of the USDA Foods and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the USDA Foods hereunder that occurs prior to acceptance except loss or damage attributable to OSPI or LEAs fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After *acceptance* the risk of loss or damage shall be borne by OSPI or the LEA, except loss or damage attributable to Contractor's fault or negligence.

C.12. DELIVERY

Delivery must be made during LEAs normal work hours and within time frames either

1. Required in the Solicitation Appendix H Section, Shipment of USDA Foods.
2. As otherwise mutually agreed in writing between OSPI and Contractor at the time of order placement.

Failure to comply with agreed upon delivery times may subject Contractor to liquidate or other damages. The LEA may refuse shipment when delivered after normal working hours. The contractor shall contact the individual LEAs 24 hours prior to scheduled delivery for a scheduled time of delivery. The Contractor shall verify specific working hours of individual LEAs and instruct carrier(s) to deliver accordingly. The acceptance by the LEAs of late performance, with or without objection or reservation by the LEAs, shall not waive the right to claim damage for such breach, nor preclude OSPI or LEAs from pursuing any other remedy provided herein, including termination, nor shall such acceptance of late performance

constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

All deliveries are to be made to the applicable delivery location as indicated in the Bill of Lading. When applicable, the Contractor shall take all necessary actions to safeguard items during inclement weather. In no case shall the Contractor initiate performance prior to receipt of written or verbal authorization from authorized LEAs. Expenses incurred otherwise shall be borne solely by the Contractor.

Product must be provided palletized on wood, non-returnable pallets. Shipments delivered non-palletized will be rejected and returned at contractor's expense.

C.13. SITE SECURITY

While on LEAs premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations, as well as any LEA on campus safety procedures or requirements.

C.14. INSPECTION AND REJECTION

OSPI and its warehouse Contractor are required to comply with USDA Food and Nutrition Service (FNS) Instruction 709-5 "Shipment and Receipt of USDA Foods", as found in Code of Federal Regulations 7 (CFR) 250.19. The Contractor is not allowed to take action outside the scope of this instruction without prior written approval by OSPI.

C.15. TREATMENT OF ASSETS

- Title to all property furnished by OSPI and/or LEA shall remain in OSPI and/or LEA, as appropriate. Titles to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the LEA upon delivery of such property by the Contractor and Acceptance by the LEA. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the LEA upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the LEA in whole or in part, whichever first occurs.
- Any property of OSPI and/or LEA furnished to the Contractor shall, unless otherwise provided herein or approved by OSPI and/or LEA, be used only for the performance of this Contract.
- The Contractor shall be responsible for damages as a result of any loss or damage to property of OSPI and/or LEA which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to

the extent practicable in all instances.

- If OSPI and/or LEA property is lost, destroyed, or damaged, the Contractor shall immediately notify OSPI and/or LEA and shall take all reasonable steps to protect the property from further damage and lost property replaced.
 1. The Contractor shall surrender to OSPI and/or LEA all property of OSPI and/or LEA prior to settlement upon completion, termination, or cancellation of this contract.
 2. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

C.16. PACKAGING

Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on pallets. Pallets shall not exceed 2,500 pounds in weight, 40" inches L x 48" inches wide x 5' feet high and be shrink wrapped. Pallet replacement costs are the sole responsibility of the contracted vendor.

C.17. PAYMENT

C.18. ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for Services furnished by Contractor pursuant to this Contract.

C.19. IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number assigned by OSPI and the applicable LEAs order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

C.20. PAYMENT, INVOICING AND DISCOUNTS

Payment is the sole responsibility of, and will be made by, OSPI or LEA.

Contractor shall provide a properly completed invoice to OSPI or LEA. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated Contract Number; the Contractor's Statewide Vendor registration number assigned by Washington State Department of Enterprise Services (DES), the applicable LEA order number, and shall be in U.S. dollars.

Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation.

Hard copy credit memos are to be issued when the state has been overcharged, unless to mutual agreement to make adjustments to existing invoices.

Invoices for payment will accurately reflect all discounts due OSPI or LEA. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under [Chapter 39.76 RCW](#), if OSPI or LEA fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is processed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Contractor fails to make timely payment(s) or issuance of credit memos, OSPI or LEA may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by OSPI or LEA and be redeemable in U.S. dollars. Unless otherwise specified, OSPI or LEA sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

C.21. TAXES, FEES AND LICENSES

Taxes:

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and OSPI or LEA agrees to furnish Contractor with an exemption certificate where appropriate.

C.22. Collection of Retail Sales and Use Taxes:

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
5. Other factors identified in [WAC 458-20](#).

C.23. Department of Revenue Registration for Out-of-State Contractors:

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to [WAC 458-20-193](#), and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

C.24. Fees/Licenses:

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

C.25. Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with [WAC 458-20-247](#).

C.26. OVERPAYMENTS TO CONTRACTOR

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

C.27. AUDITS

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

C.28. QUALITY ASSURANCE

C.29. RIGHT OF INSPECTION

Contractor shall provide right of access to its facilities to OSPI, or any of OSPI's officer, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

C.30. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

C.31. WARRANTIES

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

C.32. COST OF REMEDY

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

C.33. PRICING (COST FACTORS)

Respond to the following requirements per the instructions in Appendix I Price Worksheet.

C.34. PRICING

All pricing shall include the costs of servicing of accounts, and complying with all contractual requirements. See Appendix I Price Worksheet. Pricing submittals are to be for the warehousing and delivery of the USDA Foods.

During the contract period pricing shall remain firm and fixed for the first year of the initial term of the contract. (From July 1, 2023 to June 30, 2025)

C.35. NO BEST AND FINAL OFFER

OSPI reserves the right to make an award without further discussion of the Response submitted, i.e., there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

C.36. PRICE SHEET

Prices:

Bidders shall submit unit pricing as required. In the event of an error in the extension of prices, the unit price shall prevail. Prices shall include all associated costs and fees. This is to include the warehousing and delivery of USDA Foods indicated in the Price Sheet. Bidders are to submit the Price Worksheet for those services and regions that the Bidder's company is offering. Prices bid are in U.S dollars. Bidder must complete Appendix I Price Worksheet.

All bid unit of measure shall be cases.

Bidder must quote and convert rates to case costs to be considered responsive. Exception to this is the listed hourly rate that may be used in times of emergency through no fault of the contractor.

Example below is provided for illustrative purposes only.

The Bidder shall indicate below the proposed firm fixed per-case drop fee (price), which shall include 60 days free dwell time, transportation, and delivery for **each option**:

Item No.	Description	Unit of Measure	Cost
1	Delivery to LEA Location Option. For distributing USDA Foods to LEA sites with a price per case minimum of twenty (20) cases per drop per warehouse origin.	Case	\$

2	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of one hundred (100) cases per drop per warehouse origin.	Case	\$
3	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of four hundred (400) cases per drop per warehouse origin.	Case	\$
4	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of eight hundred (800) cases per drop per warehouse origin.	Case	
5	LEA Pick-Up Option. For issuing USDA Foods from Bidder's warehouse, with a minimum of fifty (50) cases per pick-up.	Case	\$
6	Excess Storage Fee per month for storage over 60 day dwell time.	Case	\$
7	Re-stocking Fee	Case	\$
8	Hourly rate		

C.37. NO ADDITIONAL CHARGES

Unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, minimum slot or lot fees, containers, pictures or any related services. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen event occur, additional charges may be allowed provided they pre-approved in writing by OSPI.

C.38. PRICE ADJUSTMENTS

Price Increases will not be considered without supporting documentation sufficient to justify the requested increase. Documentation must be based on published indices [such as the Producer Price Index] and/or the result of increases at the contractor's level, incurred after contract commencement date. Contractor shall provide a detailed breakdown of their costs upon request. The approval of any price adjustment will be at the sole discretion of OSPI and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by OSPI, and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments granted by OSPI shall remain unchanged for duration of contract amendment.

C.39. PRICING NOT SPECIFIED

Where there is no charge or rate for any services, enter N/C (no charge) or zero (0) on the price sheet as applicable. If the Bidder fails to provide a price, OSPI will assume the item is free. If the Bidder states “no charge” for an item in the price sheet, OSPI and LEAs will receive that item free for the period represented in the price sheet.

C.40. SHIPPING TERMS

Bidders are to comply with the specified shipping terms provided in Appendix H Technical Specifications. Shipping of USDA Foods encompasses the delivery of the warehoused foods to those locations that will be dictated by OSPI on their submitted order forms.

Section D. EVALUATION AND 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 OSPI, which will determine the ranking of the proposals.

D.2. EVALUATION AND SCORING

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

Award: Contract award may go to one or more contractors. A vendor may elect to make an offer for the entire state or for Eastern Washington or Western Washington. The award will be based on specifications, terms, and conditions as stated herein and through point evaluation.

Evaluation: Point evaluation for award is based on a maximum of 100 points total or highest portion thereof based on the following:

1. Pass/Fail submittal of all required documents on or before bid opening date.
2. 45 points Management. A combination of points applied on the following: Description of ability to service contract needs-15 points, food safety program-10 points, warehouse operations including pest control program-10 points, security plan-5 points, and all certifications-5 points. The state reserves the right to deem a company as non-responsive should the average of an item within the reference score equals "0". OSPI reserves the right to award additional points for regional K-12 experience of warehousing and delivery of USDA Foods.
3. 55 points Pricing. The lowest total aggregate pricing to the state based on scoring criteria as stated in section 12.4, maximum 55 points. Bidders will be given a score based on their percentage of cost above the lowest bidder. Example: if lowest bidder is \$1,500,000.00 and next lowest bidder is \$1,800,000.00, the lowest bidder (\$1,500,000.00) will receive 55 points and next lowest bidder (\$1,800,000.00) will receive 46 points.

Contract award shall be made to the highest score, Responsive and Responsible Bidder based on the evaluation and award criteria established herein and subject to consideration of all factors identified in [RCW 43.19.1911](#).

Subject to the provisions of [RCW 43.19.1911](#) and [Chapter 236-48 WAC](#), OSPI reserves the right to: (1) Waive any informality; (2) Reject any or all Bids, or portions thereof; (3) Accept any portion of the items bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel a solicitation and re-solicit Bids; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that Bid can be improved for the Purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award when in the best interest of OSPI.

D.3. ALLOCATION OF POINTS

The scores for Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

Category	Maximum Points Available
Submittal of all Required documents:	_____ Pass/Fail
Experience, Company Management	_____ Pass/Fail
Processes, Warehouse Operations, Security	45 points
Policy, and Food Safety Program.	55 points
Management	
Pricing/Proposal	
Total Possible Points 100	_____ Points

To aid in the Response evaluation process, after the Response due date and time, OSPI may require individual bidders to appear at a date, time and place determined by OSPI for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of OSPI's intention to award.

D.4. EVALUATION PROCESS

Initial Determination of Responsiveness

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

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

Responsiveness Evaluation

Pursuant to [RCW 43.19.1911 \(9\)](#), in determining Bidder responsibility, the following elements shall be given consideration:

1. The ability, capacity, and skill of the Bidder to perform the contract or provide the service(s) required.
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
3. Whether the Bidder can deliver per the contract those USDA Foods within the time specified.
4. The quality of performance of previous contracts or services.

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

6. Management of contract, Security Policy, Warehouse Compliance/Operations, Food Safety, and required documents.

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

Management of services evaluation will be completed in the following example.

Proposals will be evaluated for content of required documents as defined in *Appendix G Bidders Profile*. A minimum of three team members will conduct individual evaluations to determine awarded points and an average of all team members will be used to determine points awarded for management categories score.

Cost evaluation will be completed in the following example.

Example on the following page is provided for illustrative purposes only. Estimated cases will be calculated using bidders' price and calculated to line eight. Bidders will be given a score based on their percentage of cost above the lowest bidder multiplied by 55 possible points for cost based on price sheet.

Item No.	Description	Estimated Units	Cost
1	Delivery to LEA Location Option. For distributing USDA Foods to LEA sites with a price per case minimum of twenty (20) cases per drop per warehouse origin.	Case 70,000	\$
2	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of one hundred (100) cases per drop per warehouse origin.	Case 350,000	\$
3	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of four hundred (400) cases per drop per warehouse origin.	Case 300,000	\$
4	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of eight hundred (800) cases per drop per warehouse origin.	Case 5,000	\$
5	LEA Pick-Up Option. For issuing USDA Foods from Bidder's warehouse, with a minimum of five (5) cases per pick-up.	Case 30,000	\$
6	Excess Storage Fee per month for storage over 60-day dwell time.	Case 5,000	\$
7	Re-stocking Fee	Case 1,000	\$
8	Total 1 through 8		\$

D.5. BIDDER TOTAL SCORE

Bidders' scores will be calculated by summing cost and non-cost factor points to determine the Bidder's total score.

D.6. SELECTION OF APPARENT SUCCESSFUL BIDDER

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

D.7. NOTIFICATION TO BIDDERS

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

D.8. DEBRIEFING OF UNSUCCESSFUL BIDDERS

At the Bidder's request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days following announcement of the ASB. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by OSPI and Bidder.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

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, OSPI likely will schedule the Debrief Conference shortly after the announcement of the ASB and the Bidder's request for a Debrief Conference. OSPI will not allow the debrief process to delay the award. Therefore, Bidders 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.9. 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 Contractor is allowed five (5) business days to file a protest of the procurement with the RFP Coordinator. Protests shall be submitted to the RFP Coordinator via email.

Contractors 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.

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.

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 OSPI 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) OSPI'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 OSPI.

1. The agency will assign a Protest Officer who had no involvement in the evaluation and award process to investigate and respond to the protest.
2. The Protest Officer will consider the available facts and issue a written response to the Bidder within ten (10) business days after receipt of the protest, unless additional time is needed. OSPI will notify the protesting bidder in writing if additional time is needed.
3. A copy of the protest and the agency's written decision will be provided to the Superintendent of Public Instruction and the Director of DES.

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 Protest Officer.

The final determination of the protest shall either:

- Find the protest lacking in merit and uphold OSPI's action; or
- Find only technical or harmless errors in OSPI's procurement process and determine OSPI to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OSPI 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 OSPI determines that the protest is without merit, OSPI 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 OSPI relating to the protest shall be final.

Section E. RFP EXHIBITS

- Exhibit A** Certifications and Assurances
- Exhibit B** Qualification Affirmations
- Exhibit C** Sample Contract
- Exhibit D** General Terms and Conditions
- Exhibit E** Federal Grant Terms and Conditions
- Exhibit F** Contractor Intake Form
- Exhibit G** Bidder Profile
- Exhibit H** Technical Specifications
- Exhibit I** Price Sheet

EXHIBIT A

CERTIFICATION AND ASSURANCES

Available as an editable Word document on [OSPI's procurement website](#).

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

Bidder 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. Bidder 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, Bidder 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 ninety (90) business days following receipt, and it may be accepted by OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ninety (90) business-day period.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington 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. Bidder understands that OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of OSPI, and Bidder 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 Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder 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, Bidder 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 Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants OSPI the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
10. Bidder acknowledges that if awarded a contract with OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OSPI.
11. Bidder certifies that Bidder 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. Bidder has not been debarred or otherwise restricted from participating in any public contracts.
13. Bidder certifies that Bidder has not willfully violated Washington State's wage payment laws within the last three years.
14. Bidder acknowledges its obligation to notify OSPI 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 Bidder

Date

Place Signed (City, State)

Print Name

Title

Organization Name

EXHIBIT B

QUALIFICATION AFFIRMATIONS

Available as an editable Word document on [OSPI's procurement website](#).

CONTRACTOR INFORMATION	
Bidder:	

MINIMUM QUALIFICATIONS
<i>Please check all boxes that apply.</i>
<input type="checkbox"/> Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
<input type="checkbox"/>
<input type="checkbox"/>

Contractors 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 C
SAMPLE CONTRACT

Contract No. _____

between

**SUPERINTENDENT OF PUBLIC INSTRUCTION,
STATE OF WASHINGTON**

(hereinafter referred to as Superintendent)
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

>CONTRACTOR<

(hereinafter referred to as Contractor)

>ADDRESS<

>Federal Identification #<

>Unified Business Identifier #<

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

I. DUTIES OF THE CONTRACTOR

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

Include Purpose from Section A.

B. In order to accomplish the general objective(s) of this Contract, Contractor shall perform the following specific duties, and those outlined in the Superintendent's Request for Proposals No. ____, and Contractor's Proposal, to the satisfaction of the Contract Manager:

>SCOPE OF WORK<

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

>DELIVERABLES<

All written reports/documents required under this contract must be delivered to the Superintendent's designee 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 **>START DATE<**.

Superintendent has the right to renew this Contract in whole or in part for the year(s) [renewal year(s)] by giving notice to the Contractor. If Superintendent 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 Superintendent and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

III. DUTIES OF THE SUPERINTENDENT

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor 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.

Contractor shall be entitled to reimbursement for expenses incurred, as follows:

- Travel and per diem expenses for [#] person(s) in the amounts and for the purposes otherwise established for state employees at the time of incurrence by the rules and regulatory policies of the Office of Financial Management (OFM) not to exceed \$. Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be [official duty station].
- Expenses incurred for the following specified purposes not to exceed a total of \$. Contractor must submit receipts or other documentation.

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

Funds for the payment of this Contract are provided by private dollars.

Funds for the payment of this Contract are provided by state dollars.

Funds for the payment of this Contract are provided by federal program(s) >program title<, CFDA #(s)/Award #, therefore, Contractor shall comply with Federal Grant Terms and Conditions, attached hereto as Attachment A1.

B. Payment shall be made to the Contractor as follows:

Periodically in the form of progress payments in the amounts and for the stages of partial performance set forth below:

[Schedule of payments may be included here.] or

Periodically based on invoices submitted by the Contractor for actual costs incurred to date based on receipts or other documentation.

Invoice(s) will be paid only after approval by the Superintendent's designee and Agency Financial Services, OSPI. The invoice shall include an original signature, the contract number, and document to the Superintendent's designee's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the Superintendent's designee receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI.

C. Final payment shall be made after acceptance by the Superintendent's Contract Manager or Designee if received by the Superintendent within ninety (90) days after the contract expiration date, unless negotiated with the Contract Manager or Designee and the Fiscal Budget Analyst.

IV. CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this contract. Any changes to this information shall be communicated to the other party in writing as soon as reasonably possible.

Contractor	Superintendent
[Contract Manager's Name]	[Contract Manager's Name]
[Contract Manager's Title]	[Contract Manager's Title]
[Contract Manager's Address]	Old Capitol Building, PO Box 47200 Olympia, WA 98504-7200
Phone: () -	Phone: () -
Email: [Contract Manager's Email Address]	Email: [Contract Manager's Email Address]

V. 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 A1 – Federal Grant 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.

VI. APPROVAL

This contract shall be subject to the written approval of the Superintendent'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

Superintendent of Public Instruction
State of Washington

Signature

OSPI Contracts Administrator

Print Name

Date

Date

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

Approved as to FORM ONLY
by the Assistant Attorney General

EXHIBIT D

GENERAL TERMS AND CONDITIONS

Attachment A *Contract for Services*

GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this Contract and General Terms and Conditions, the following terms shall have the meaning set forth below:

"Superintendent" shall mean the Office of Superintendent of Public Instruction of the State of Washington, any division, section, office, unit or other entity of the Superintendent, or any of the officers or other officials lawfully representing the Superintendent.

"Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this Contract, and shall include all employees of the Contractor.

"Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms " Subcontractor" and " Subcontractors" means Subcontractor(s) in any tier.

- 1. Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor 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 Superintendent.
- 5. Assurances.** The Superintendent 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 Subrecipients 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 Superintendent, 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. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.
- 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 Superintendent if, during the term of this contract, Contractor becomes debarred. The Superintendent 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.
- 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 Superintendent 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 Superintendent 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 Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Contractor. The Contractor is wholly responsible for compliance with FERPA requirements.

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 or usages not specifically authorized by this Contract.

14. Copyright Provisions. Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Contractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Contractor has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Contractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial](#) (preferred) or [Creative Commons Attribution-NonCommercial-ShareAlike](#) licenses, version 4.0 or later, are acceptable for these specific sections.

The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Contractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

15. 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 Superintendent 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.

16. COVID-19 Contractor Vaccination Verification Plan. Contractor represents and warrants that Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Contract on-site at the Superintendent's premises, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021, as set forth in the Governor's Proclamation, [Proclamation 21-14 et seq. – COVID-19 Vaccination Requirement \(21-14.5 signed May 20, 2022\)](#). Contractor further represents and warrants that Contractor:

- a. Has reviewed and understands Contractor's obligations as set forth in Governor's Proclamation 21.14 et seq – COVID-19 Vaccination Requirement. ([21-14.5](#) signed May 20, 2022);
- b. Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
- c. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- d. Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- e. Has operational procedures in place to ensure that any contract activities that occur on-site at Superintendent premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- f. Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at Superintendent premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and

- g. Will provide to Superintendent, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

The Superintendent retains the right to inquire into compliance with the verification requirements at any time, to include requesting a copy of the verification plan, spot-checking with such personnel and reviewing Contractor's vaccination verification records.

- 17. 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 Superintendent shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the Superintendent 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.

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if the dispute is between a non-state agency and another state agency or non-state agency party to this Contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed-upon time period.

- 18. Duplicate Payment.** The Superintendent shall not pay the Contractor, if the Contractor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

- 19. Electronic signature.** Any signature page delivered via fax machine or electronic image scan, receipt acknowledged in each case, shall be binding to the same extent as an original, wet ink signature page. Any Party who delivers such a signature page agrees to later deliver an original counterpart to any Party which requests it.

- 20. 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.

- 21. 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 41.06.250 prohibiting the use of public resources for political purposes.

Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to the Superintendent's employees.

- 22. 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 Thurston County.

23. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, 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's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent 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. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

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

24. 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 Superintendent. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Superintendent or of the state of Washington 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.

25. 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 Superintendent, 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 Superintendent incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the Superintendent 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 Superintendent by the Contractor pursuant to the indemnity may be deducted from any payments owed by the Superintendent 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 accident or 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 accident or occurrence, using a Combined Single Limit for bodily injury and property damage.

- d. **Public Liability Insurance/General Liability.** 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 Superintendent, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
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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 State of Washington, Office of Superintendent of Public Instruction, 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 Superintendent 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 Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent 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 Superintendent's option. By requiring insurance herein, Superintendent 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 Superintendent 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.

- 26. 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.
- 27. Limitation of Authority.** Only the Superintendent or the Superintendent'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 Superintendent.
- 28. Non-Discrimination.** The Contractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. 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 Superintendent 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 Superintendent.

29. Overpayments. Contractor shall refund to Superintendent the full amount of any overpayment under this Contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, Superintendent may charge Contractor one percent (1%) per month on the amount due until paid in full.

30. Payments. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Superintendent. 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 Superintendent, and (2) Acceptance and certification by the Superintendent or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) All approvable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor and acceptance and certification by the Superintendent or designee, and (2) 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.

31. Public Disclosure. Contractor acknowledges that the Superintendent 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 RCW 42.56. 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 Superintendent shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Superintendent 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 Superintendent will release the requested information on the date specified.

32. Publicity. The Contractor agrees to submit to the Superintendent all advertising and publicity matters relating to this Contract which in the Superintendent's judgment, Superintendent'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 Superintendent.

33. 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.

34. 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 Superintendent, personnel duly authorized by the Superintendent, 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.

35. Right of Inspection. The Contractor shall provide right of access to its facilities to the Superintendent 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 Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

36. 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.

37. Site Security. While on Superintendent premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

38. 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 Superintendent. 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 Superintendent 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 Superintendent determines in its sole judgment that any subcontractor is incompetent, the Superintendent 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 Superintendent 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 Superintendent.

39. 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.

40. Technology Security Requirements. The security requirements in this document reflect the applicable [requirements of Standard 141.10 of the Office of the Chief Information Officer \(OCIO\)](#) for the state of Washington, which by this reference are incorporated into this agreement.

The Contractor acknowledges it is required to comply with WaTech OCIO IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between Superintendent and the Contractor. Any related costs to performing these activities shall be at the expense of the Contractor. Any such activities and resulting checklist and/or other products must be shared with the Superintendent's Information Technology Services.

41. Termination for Convenience. Except as otherwise provided in this Contract, the Superintendent or Superintendent'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 Superintendent 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.

42. Termination for Default. In the event the Superintendent determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Superintendent has the right to suspend or terminate this Contract. The Superintendent 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 Superintendent 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 Superintendent 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 Superintendent provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

43. 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 Superintendent's discretion, the Superintendent may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At Superintendent's discretion, the Superintendent may give written notice to Contractor to suspend performance when Superintendent 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 Superintendent 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 Superintendent and an acceptable date cannot be negotiated, Superintendent 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. Superintendent 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. Superintendent 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. Superintendent 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 Superintendent in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

44. Termination Procedure. Upon termination of this Contract the Superintendent, in addition to other rights provided in this Contract, may require the Contractor to deliver to the Superintendent 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 Superintendent shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Superintendent and the amount agreed upon by the Contractor and the Superintendent 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 Superintendent, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Superintendent 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 Superintendent may withhold from any amounts due to the Contractor such sum as the Superintendent determines to be necessary to protect the Superintendent against potential loss or liability.

The rights and remedies of the Superintendent 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 Superintendent, 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 Superintendent, in the manner, at the times, and to the extent directed by the Superintendent, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the Superintendent 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 Superintendent to the extent the Superintendent may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Superintendent and deliver, in the manner, at the times and to the extent as directed by the Superintendent, any property which, if the Contract had been completed, would have been required to be furnished to the Superintendent;
- f. Complete performance of such part of the work not terminated by the Superintendent; and
- g. Take such action as may be necessary, or as the Superintendent 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 Superintendent has or may acquire an interest.

45. 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 moneys paid by the Superintendent shall vest in the Superintendent, 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 "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

Any property of the Superintendent furnished to the Contractor shall, unless otherwise provided herein, or approved by the Superintendent, be used only for the performance of the Contract.

The Contractor shall be responsible for any loss or damage to property of the Superintendent 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 Superintendent 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.

- 46. Waiver.** A failure by either party 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 E
FEDERAL GRANT TERMS AND CONDITIONS
PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE
DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

MEMORANDUM to ED GRANTEES REGARDING THE USE OF GRANT FUNDS FOR
CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, contractors, or experts to

attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.

- When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.
 - All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:
The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.

Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting and conference-related expenses.

EXHIBIT F

CONTRACTOR INTAKE FORM

Available as an editable Word document on [OSPI's procurement website](#).

APPENDIX G

BIDDER PROFILE

1. COMPANY INFORMATION

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

1.	WA State Department of Revenue Registration Tax Number:	
2.	Company Internet URL Address (if available):	
3.	Warehouse Location(s):	
4.	Orders/ Bill of Lading to be Sent to:	
5.	Prompt Payment Discount Terms:	____ % ____ Days
6.	Billing From Location and Contact:	

2. CONTRACT CONTACT INFORMATION

Primary Contact -Sales /Contract		Alternate Contact Sales /Contract	
Name:		Name:	
Telephone:		Telephone:	
Fax:		Fax:	
Email:		Email:	

3. SUBCONTRACTORS/TRANSPORTATION COMPANY:

Identify any subcontractors who will perform services in fulfillment of contract requirements:

Vendor Name:	T.I.N.:	Brief description of company
Name:		
Address:		
Contact:		
Phone:		
Email:		
Name:		
Address:		
Contact:		
Phone:		
Email:		
Name:		
Address:		
Contact:		

Vendor Name:	T.I.N.:	Brief description of company
Phone:		
Email:		
Name:		
Address:		
Contact:		
Phone:		
Email:		

4. 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. The reference material being requested is for use by the state and does not represent any nor does it have a scoring criteria associated with the request.

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	

4) Agency/Company Name:	
Address:	
Contact Person:	

Telephone:	
Product Provided /Approx. Dollar Cost	

5. **NON-COST SUBMITTALS(REQUIRED)**

1. Submit in two pages or less a letter that best describes your company's ability to service this contract. Include in that description:
 - Experience include if applicable past two (2) years of warehouse service volume.
 - Company Management Process. Include if applicable electronic receipt, ordering, transportation, and customer review.
 - Food Safety Program in place for servicing required services in the event vendor is awarded a contract.
 - The number of warehousemen and clerical staff that work for you currently on a full time basis at the specific warehouse you are offering to service this contract. The dimensions of the specific warehousing space or facility being offered in the RFP. And, pest control program.
 - Security policy that is or will be in place in the event the bidders company is awarded any of the service contracts.

2. Submit one paragraph for the following: SHIPMENT and RECEIPT of USDA Foods ([FNS Instructions 709-5](#)) that the bidder has read and is in complete understanding of the requirements set forth in the checklist provided by USDA.

3. Submit the following documents if you currently are certified to warehouse USDA Foods.
 - Current year Food Warehouse License per [RCW 69.10](#)
 - USDA Certificate

APPENDIX H

TECHNICAL SPECIFICATIONS

ITEM #	DESCRIPTION	Bidder to initial as Specified
1	<p>General Terms</p> <p>The contractor shall provide statewide United States Department of Agriculture (USDA) Foods warehousing and delivery service for Washington Office of Superintendent of Public Instruction (OSPI) and Washington State schools; public, private, and learning institutions that are participating in the Child Nutrition Food Distribution Program, which are currently known as Local Education Agencies (LEAs) on a month-to-month basis pursuant to the distribution list provided by OSPI.</p> <p>The Contractor shall provide sufficient warehouse space to store all inbound freight, including abnormal peak loads, at no additional cost to OSPI or LEAs. The exact amount of cases can vary depending on the flow of inbound and outflow of products to LEAs.</p> <p>The contractor shall furnish a warehousing facility with sufficient equipment, personnel, and space to receive, accept, unload, handle, store, inventory, and deliver perishable USDA Foods (frozen) and non-perishable USDA Foods (dry) items to LEAs.</p> <p>OSPI requires a minimum of a ninety (90) day written notice for a change or transfer in warehouse location. If notice occurs less than ninety (90) days, the Contractor is responsible for all related transfer fees.</p>	
2	<p>Clerical and Labor</p> <p>This agreement is subject to the rules and regulations of the USDA Food and Nutrition Service (FNS) Instruction 709-5 "Shipment and Receipt of USDA Foods" (<u>Appendix H</u>). Services required of the contractor are to receive, accept, unload, handle, store, inventory, and deliver USDA Foods. Contractor is responsible for arranging routes for delivery to all LEAs.</p> <p>Warehouse labor and clerical support for Contract Services should be included in the Bid price. It is imperative that the awarded contractor(s) have full time clerical support for processing of paperwork on site during normal business working hours for daily receipt and picking for shipment orders.</p> <p>Additional warehouse labor and clerical support may be required through no fault of the warehouse. In this type of emergency situation such as a food recall but not limited to, OSPI may authorize in writing additional hourly rates. See pricing sheet to list your additional hourly rate to be used in such situations.</p> <p>The Contractor shall not be paid for any additional warehouse labor or clerical support without obtaining the prior written authorization from OSPI.</p>	

3	<p>Information Technology</p> <p>The Contractor must have the capability to maintain computer information systems to interface with the USDA Web Based Supply Chain Management (WBSCM) and the current OSPI CNPWEB systems and to provide inventory tracking, report generation and upload/download capabilities. The Contractor must be capable of exchanging all data electronically. The Contractor will be expected to receive and send daily electronic files that contain LEA orders, confirmation, and delivery information to OSPI in a format agreed upon by OSPI and the Contractor.</p>	
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ITEM #	DESCRIPTION	Bidder to initial as Specified
4	<p>Warehouse Operations</p> <p>At a minimum, the contractor's warehousing facility must:</p> <ul style="list-style-type: none"> • Be capable of storing OSPI's units of USDA Foods • Have adequate docking facilities for the loading and unloading of inbound and outbound truck shipments. • Have adequate dry, and freezer storage capabilities for storage of perishable and non-perishable food. OSPI shall have the right to determine which foods are to be placed in dry, and freezer storage and the contractor shall accept such determination. • Be maintained in a clean, dry, and orderly manner to ensure the safety, and sanitary condition of the stored food. • Be kept free of damaged food or food of questionable condition. • Maintain foods at proper storage temperatures: freezer storage at zero degrees Fahrenheit and below, dry storage between fifty degrees Fahrenheit and seventy degrees Fahrenheit. • The contractor shall either (1) visually take and post to a master sheet, two times per day, the room temperatures for freezer and dry storage, or (2) maintain an accurate continuous recording temperature chart for freezer and dry storage. The contractor shall keep the master sheets or charts on file. The contractor shall make the sheets or charts available to OSPI for inspection at any time. • The contractor shall understand and agree that Hazard Analysis Critical Control Points (HACCP) requirements are applicable to the contract. Therefore, the contractor shall be subject to HACCP requirements, (http://www.fda.gov/food/guidanceregulation/haccp/default.htm). 	

ITEM #	DESCRIPTION	Bidder to initial as Specified
5	<p>Receiving / Storage</p> <p>Contractor will notify OSPI within three (3) days in writing when any product(s) are received, unless immediate verbal notification is specified below. The following information is needed:</p> <ul style="list-style-type: none"> • Within three (3) days after a shipment is received, the contractor must receipt the USDA foods (non-processed) shipments electronically in USDA's WBSCM. The contractor shall designate an individual to receive an USDA E Authentication ID to receipt the shipments in the WBSCM. The contractor shall enter appropriate data regarding long, short, and/or damaged shipments in the WBSCM receipting process. • Food products received and identified by Sales Order/Purchase Order number (SO/PO), and/or other order identifiers as provided by USDA or OSPI with date received. • Truck number, carrier, or other identifier. • Seal numbers and condition of seals. • Number of pieces and actual gross/net weight. (Actual gross/net weight is obtained from the manifest.) • Over/short or damage report as applicable. • Warehousing lot number pertaining to receipt. • Visible damage because of shifted loads, toppled pallets, bad palletizing, etc., will be reported immediately by telephone to OSPI prior to offload, including photos whenever possible for backup documentation. • Disposal of damaged USDA Foods may be necessary as authorized by OSPI. • Charges for damaged USDA Foods due to warehouse carriers' action will be related to the cost of visible damage resulting in unusable USDA Foods. <p>If requested by a LEA, the contractor shall store a LEAs allocation of food for a period of time, in lieu of delivering the food to the LEA. OSPI shall pay for the delivery of the food from OSPI's inventory to the LEAs individual storage. All further charges are the responsibility of the LEA based on terms of an agreement established between the contractor and the LEA.</p>	
6	<p>Alternate Storage</p> <p>The contractor is responsible for providing an alternate storage site if the main warehouse cannot handle all receipts at a particular point in time. In the event it is necessary for the Contractor to secure additional space due to unforeseen circumstances, additional space secured by the Contractor shall be at Contractor's expense and shall meet all specifications for warehouse and warehousing requirements as set forth in this RFP.</p> <p>Any transportation or transfer charges incurred by the warehouse in securing additional space shall be at Contractor's expense. Contractor shall return USDA Foods to the primary location for distribution.</p>	

ITEM #	DESCRIPTION	Bidder to initial as Specified
7	<p>Receipt of USDA Foods</p> <p>OSPI and its warehouse Contractor are required to comply with USDA Food and Nutrition Service (FNS) Instruction 709-5. "Shipment and Receipt of USDA Foods". The Contractor is not allowed to take action outside the scope of this instruction without prior written approval by OSPI.</p> <p>Title passes to OSPI at the time products are unloaded from the truck, or piggyback trailers by Contractor warehouse personnel. Occasionally some shortage or damage may occur when loaded at the Supplier's plant or in transit. Claims against a carrier or supplier, or both, for the monetary loss are justified. Food and Nutrition Service or OSPI will determine liability and establish and pursue such claims. Therefore it is important that the contractor carefully check each shipment to assure that a complete delivery is made, that it is in good condition, and that any overage, shortage and/or damage is properly documented and reported. <u>Failure to do so will result in the Contractor being held liable for out-of-condition USDA Foods, even though the damage may have occurred before or during shipment.</u></p> <p>The Contractor shall receive inbound freight in accordance with the following instructions:</p> <ul style="list-style-type: none"> • Inspect the load for condition on arrival and verify accuracy of count. Indicate on the pallets the date received. • The USDA and processor delivery carriers are required to contact the contractor to schedule an unloading appointment at least 48 hours in advance. In the event a delivery carrier fails to make an appointment, the contractor must unload the USDA Foods as soon as conveniently possible within the normal, daily unloading hours. • The contractor shall notify OSPI immediately if a shipment of USDA Foods is received and the contractor has not received an expected USDA or processor delivery spreadsheet from OSPI. • The contractor shall not accept any food that is extensively damaged or is of a questionable condition without the expressed permission of OSPI. • The Contractor shall recoup salvageable product from partially damaged cases of product so that all food suitable for human consumption are salvaged for program use. 	

ITEM #	DESCRIPTION	Bidder to initial as Specified
8	<p>Shipment of USDA Foods</p> <p>The Contractor shall ship outbound freight in accordance with the following instructions:</p> <ul style="list-style-type: none"> • OSPI will supply the Contractor with Pick Lists/Bills of Lading electronically by the 25th of each month for the following month's delivery. Contractor shall be responsible to create delivery receipts documents for LEAs to sign upon delivery forwarding copy to OSPI. • The Contractor is responsible for arranging shipping times, dates, sorting the Bills of Lading into routes, establishing loading times and the loading order of each trailer to ensure that LEAs receive their deliveries during the allotted delivery window determined by OSPI. • Two (2) business days prior to delivery, the contractor shall contact the LEA with a specified date and time of delivery. The delivery window provided shall be a 2-hour time frame. Delivery drops shall be made between the hours of 6:00 am and 2:30 pm PST. The contractor must call the LEA if the delivery will not arrive on the scheduled day by 2:30 pm. • The Contractor shall pick orders prepared by OSPI. Orders consist of multiple types of food products in specified quantities. • When Multiple LEA's use a common destination (such as FSA or Sysco) orders may be picked at the master bill of lading, shipped at master bill of lading, and will bill/invoice OSPI at master bill of lading destination level. • Individual LEA shipments must be unitized on industry standard pallets and shrink-wrapped or secured with metal or plastic bands. • The contractor shall understand and agree that all deliveries are tailgate; this may in some case be a designated LEA storage location, a receiving dock or inside a building backdoor. • Delivery signatures and verification: A signature of driver, LEA, time and date is needed upon drop. Wherever possible discrepancies should be noted otherwise must be reported with 24 hours to receive credit. It is expected that LEAs practice approved HACCP plans for all USDA Foods received. • As outlined in the National Agency for Food and Drug Administration and Control Act code, foods must maintain proper temperatures during shipment: freezer storage at zero degrees Fahrenheit and below, dry storage between fifty degrees Fahrenheit and seventy degrees Fahrenheit. • It is recommended the vehicle be equipped with a GPS temperature monitoring device and OSPI shall be provided access to reports. 	

ITEM #	DESCRIPTION	Bidder to initial as Specified
9	<p>Storage and Damage</p> <p>Contractor is to inspect merchandise as it arrives at the warehouse and not to accept any damaged USDA Foods unless authorized to do so by OSPI (see Item 5 above - Receiving/Storage). Damaged merchandise received must be reported to OSPI before unloading.</p> <p>The Contractor shall be financially responsible for shortages and damages to USDA Foods that occur while in its possession. Contractor shall be responsible for replacing or paying the USDA Foods value, processing charges, cost of processed food products, including handling and storage costs for damaged or missing goods in the warehouse. Contractor may purchase replacement product. Replacement product shall be of like quality.</p> <p>Damage may be caused by dropping or improperly stacking product using a forklift or other mechanical equipment, or by other causes such as when water creates serious rust. Damage also includes infestation of product due to improper storage conditions.</p> <p>Hidden damage, such as exploded or leaking cans and damage or shortages due to manufacturer's negligence should be documented and reported to OSPI upon discovery. These shortages and damages will not be considered the financial responsibility of the Contractor as long as they are reported promptly, and supporting documentation is transmitted to OSPI, including photos whenever possible for backup.</p> <p>All damaged product must be disposed of by an acceptable method and in accordance with all federal, state, and local laws and health regulations.</p>	

ITEM #	DESCRIPTION	Bidder to initial as Specified
10	<p>Inventory</p> <p>The contractor shall inventory all incoming goods and report shortage, overage and damage. Subsequently, Contractor shall take a monthly inventory and verify it with the book inventory. Any discrepancies shall be reported to OSPI with the end-of-the-month inventory report. The Contractor shall submit to OSPI, not later than the third calendar day of the month following each month of transactions, a report of inventory on hand at the end of the month.</p> <p>The Contractor shall take a full physical inventory upon completion of the outbound shipment cycle of all USDA Foods monthly to reconcile with the book inventory and forward a copy to OSPI.</p> <p>Discrepancies between physical and book inventory shall be reconciled monthly or more frequently if required by OSPI. Irreconcilable shortages will be settled by computing the value of such shortages based on the USDA Foods value, processing charges, cost of processed food products, and will include handling and storage costs. A monetary or in-kind settlement from Contractor for the shortage amount will be required. In-kind replacement of product must be of like quality.</p> <p>Book inventory will be adjusted to correspond with physical inventory after settlement. The Contractor shall maintain records accounting for receipt and disposition of all USDA Foods. Records must be maintained for six (6) years following the close of the federal fiscal year (October 1 – September 30) to which they pertain and must be available for review at any reasonable time upon the request from either USDA or OSPI.</p> <p>An annual physical inventory shall be taken at the end of June. OSPI officials will make arrangements with the Contractor to coordinate and observe the physical count. Sufficient equipment shall be made available to the count team to ensure their safety and effectiveness during count cycle. Additionally, with respect to dry and freezer locations; appropriate outerwear shall be supplied to all members of the count team.</p> <p>Upon completion of inventory counting, all members must agree to final numbers and sign their names on contractor inventory count sheets. Once completed and signed by contractor, the figures are final and originals become the property of OSPI.</p>	

11	<p>Sanitation</p> <p>Contractor must keep warehouse clean with a passing grade from the American Sanitation Institute or equivalent as approved by the Washington Dept. of Agriculture, Food Safety Program. Food products are to be stored no closer to any wall than eighteen (18) inches. OSPI reserves the right to inspect any warehouse containing state property at any time during normal working hours.</p> <p>Warehouse facilities and warehousing practices must be continuously in compliance with federal, state, and local laws and regulations. The warehouse shall be licensed and inspected annually by the Washington Dept. of Agriculture, Food Safety Program, and other federal, state, or local officials may inspect the warehouse routinely.</p> <ul style="list-style-type: none"> • The Contractor shall not store or transport agriculture items, chemical products or other products that may be harmful to the quality of the food products in the same room with food commodities. • Rodent bait traps must be installed and maintained with a chart of their location and frequency of maintenance noted. • Damaged food products must be stored separately from food products that are in good condition. 	
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ITEM #	DESCRIPTION	Bidder to initial as Specified
12	<p>Emergency Situation</p> <p>In the event of an emergency, disaster situation, or situation of distress as determined by Governmental officials or defined by the USDA; a support request from OSPI may be issued. In accordance with OSPI emergency support plan, the contractor shall deliver specified USDA Foods to designated sites, regardless of the volume of units of food, as soon as possible but shall be no later than 24 hours after notification by the state agency even if such occurs on a weekend or holiday. Documentation of these requests and activities shall be tracked separately from normal delivery parameters. The contractor shall give priority to such activities over all other LEA deliveries.</p>	
13	<p>Warranties</p> <p>Warranty on service standards. Contractor represents and warrants that: (i) Contractor shall perform all services, and in accordance with the highest applicable professional and/or industry standards; and (ii) Contractor shall at all times during the term of the Contract utilize only personnel to perform the services who are qualified, competent, licensed and certified.</p> <p>Contractor's warranties are in addition to and not in lieu of any other warranties. All warranties provided for in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to OSPI.</p> <p>In the event of a conflict between the specifications and applicable federal or state laws, the federal or state laws shall prevail. Provided, however, in the event of conflict is based solely upon minimum standards, such as quality or safety, the higher or more stringent standard shall apply. Contractor shall be responsible for making any modifications required to achieve compliance with the required laws and standards. Contractor shall notify the OSPI of any such required modifications upon receipt of knowledge or notification of such.</p>	
14	<p>Inspections</p> <p>OSPI may perform on-site inspections of the warehouse and storage facilities at any time during the term(s) of the Contract to ensure that the Contract requirements are being met.</p>	
15	<p>Disposal of USDA Foods</p> <p>Upon the request of OSPI, the contractor may dispose of food products. Contractor is cautioned that all the food product must be disposed in accordance with USDA regulations, state statutes and local health authority.</p>	
16	<p>Liquidated Damages</p> <p>The contractor shall agree and understand that the failure to meet requirements stated herein is considered critical to the efficient operations of OSPI. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements of this contract, the contractor shall agree and understand that liquidated damages shall be reasonable and fair under the circumstances. OSPI reserves the right to asses liquidated damages of up to ten (10) percent that may be deducted from monthly invoices.</p>	

ITEM #	DESCRIPTION	Bidder to initial as Specified
17	<p>Invoicing and Payments</p> <p>Prior to any payments becoming due under the contract, the contractor must register in the Statewide Vendor Payment System as defined in section 2.7 of contract model.</p> <ul style="list-style-type: none"> • The contractor understands and agrees that OSPI reserves the right to make contract payments through electronic funds transfer (EFT). • Terms shall be net 30 days for invoices submitted by contractor. • The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. Only services defined in this contract will be paid, any additional unforeseen charges will not be paid without OPSI's written approval. • Contractor shall invoice LEAs that have separate accounts with contractor. 	

Bidders Signature:	Date:
Company:	

Appendix I

Price Sheet

Cost Proposal Form

Company

Name: _____

Region: _____

The Bidder shall indicate below the proposed firm fixed per-case drop fee (price), which shall include 60 days free dwell time, transportation, and delivery, for each option:

Item No.	Description	Unit of Measure	Cost
1	Delivery to LEA Location Option. For distributing USDA Foods to LEA sites with a price per case minimum of twenty (20) cases per drop per warehouse origin.	Case	\$
2	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of one hundred (100) cases per drop per warehouse origin.	Case	\$
3	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of four hundred (400) cases per drop per warehouse origin.	Case	\$

4	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of eight hundred (800) cases per drop per warehouse origin.	Case	\$
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5	LEA Pick-Up Option. For issuing USDA Foods from Bidder's warehouse, with a minimum of five (5) cases per pick-up.	Case	\$
6	Excess Storage Fee per month for storage over 60 day dwell time.	Case	\$
7	Re-stocking Fee	Case	\$
8	Hourly rate	Hour	

As indicated in section A.7 Funding in the RFP – the desired result is to have one contractor to provide service to the entire state. In the event that is not an option, OSPI reserves the right to award one contractor Eastern Washington and one contractor Western Washington. Bidders have the option of submitting bids for only one region of the state by designating the region. Region designation will be entire state, Eastern Washington, or Western Washington. OSPI reserves the right to award contract or contracts whichever is at the best interest of the state.

The traditional peak months for the estimated annual figures are September through March thus coinciding with the contracted school year.

BIDDER INFORMATION ONLY-The following information is not part of the overall evaluation of the RFP; the information is to be provided to OSPI with the awarded contract.

Zero Points Awarded

1	Prompt Payment Discount: Note: Prompt payment discount periods equal to (or greater than) <u>30</u> -calendar days. (For evaluation purposes only).	_____%30 days	_____% ____days
2	Overtime rates including Saturday, Sunday & Holidays.	Per hr/ Per man	\$
3	Does your company have the ability and licensing to provide Outbound Intrastate General Freight Services for Transportation of USDA Foods (Indicate yes or no). If yes, attach a letter describing your current fleet size & WUTC permit number.	YES____	NO____
4	Does your warehouse currently provide service for USDA Foods?	YES____	NO____
5	Is your current annual volume twice the size or larger than the volume of service requested in this bid?	YES____	NO____

Bidders' Company Name:	Date:
Signed:	