Request for Proposals No. 2027-06
Processed Foods Using USDA Commodities

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

PROJECT TITLE: Processed Foods Using USDA Commodities

PRE-BID CONFERENCE: 1:00 p.m., Pacific Standard Time (PST) on Tuesday, November 10, 2026

ZOOM Link: USDA Pre-Bid Conference Virtual Meeting (optional)

PROPOSAL DUE DATE: 10:00 a.m., Pacific Standard Time (PST) on Thursday, December 3, 2026

ESTIMATED CONTRACT PERIOD: July 1, 2027 – June 30, 2028. Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

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

SUBMIT PROPOSAL TO: 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. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

This RFP is available 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 Consultant questions and OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive automatic notifications:
385-42 *Frozen foods;* ***385-44*** *Meat Entrees (Includes Beef and Pork);* ***961-06*** *Misc. Services No. 1 (Not otherwise classified) Beef, Pork, and other Meat Processing Services;* ***962-75*** *Misc. Services, No. 2 (Not otherwise classified) Seafood Processing Services;* ***962-59*** *Misc. Services No. 2 (Not otherwise classified) Food Processing Services;* ***385-57*** *Frozen Foods – Pizzas;* ***390-07*** *Perishable Foods – Cheese;* ***370-35*** *Food Processing and Canning Equipment and Supplies – Oil, USDA Approved for Food Processing;* ***385-96*** *Frozen Foods – Frozen Vegetables;* ***375-54*** *Bakery Products (Fresh) Foods – Pizza;* ***961-59*** *Misc. Services No. 1 (Not otherwise classified) Poultry Hatching and Processing Services;* ***385-47*** *Frozen Foods – Specialty Entrees (Including Corn Dogs, Lasagna, Mexican Food, etc.);* ***393-54*** *Staple Grocery and Grocer's Misc. Items Foods – Fruits, Canned, Processed and Preserved (Incl. Fruit Sauces and Puree);* ***393-60*** *Staple Grocery and Grocer's Misc. Items Foods – Fruit and Vegetable (Not Frozen) Juices*

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 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

This section describes the purpose of the RFP and provides information about this procurement, including the potential scope of the opportunity and requirements.

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, Consultant, and Vendor are interchangeable.

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

Complaint – A process that may be followed by a Consultant prior to the deadline for 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.

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

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

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

Protest – A process that may be followed by a Bidder after the announcement of the Apparent Successful Bidder to alert 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 consultant community to suggest various approaches to meet the need at a given price.

RCW – The Revised Code of Washington.

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

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

RFP Coordinator – An individual or designee who is employed by 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 Consultant to perform part of the services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of 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, Consultant, and Vendor are interchangeable.

WEBS – Washington's Electronic Business Solution, the Consultant notification system found at Washington Electronic Business Solution (WEBS) Procurement website and maintained by the Washington State Department of Enterprise Services. Consultants are encouraged to register with WEBS to receive automatic notifications about this and other procurements.

A.2. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Competitive Procurement is to receive competitive bids to evaluate and, as appropriate, award a Contract for the Office of Superintendent of Public Instruction (OSPI) to procure goods and/or services as set forth herein. Pursuant to Washington's Procurement Code for Goods and Services, RCW chap. 39.26, state agency purchases of goods and services must be based on a competitive solicitation.

Therefore, OSPI is initiating this Request for Proposals (RFP) to solicit proposals to establish state contracts for the processing of United States Department of Agriculture (USDA) Donated Foods.

A.3. BACKGROUND

Led by Superintendent Chris Reykdal, OSPI is the primary agency charged with overseeing public K–12 education in Washington state. Working with the state's two hundred ninety-five (295) public school districts and seven (7) state-tribal education compact schools, OSPI allocates funding and provides tools, resources, and technical assistance so every student in Washington is provided a high-quality public education.

OSPI also oversees multiple Federal Child Nutrition Programs. OSPI has entered into an agreement with USDA to administer the Food Distribution Program for approved Local Education Agencies (LEAs) participating in the National School Lunch Program (NSLP) to receive, warehouse and distribute USDA Foods to Local LEAs. LEAs are generally known as public and private schools. There are currently three hundred thirty-five (335) participating LEAs in Washington. Of these, there are one hundred fifty (150) LEAs located in Eastern Washington and one hundred eighty-five (185) LEAs in Western Washington.

A.4. OBJECTIVE AND SCOPE OF WORK

A. Objective The purpose of this solicitation is to establish a state contract for Processed Donated USDA Foods. The contract's primary purchaser will be OSPI who is providing distribution to LEAs. However, LEAs that have the capacity for direct shipments and can meet vendor minimum shipment requirements will be eligible to utilize this agreement by entering into a separate agreement with any awarded bidders directly.

OSPI will provide the USDA Foods to be used in the manufacturing process.

Estimated contract value for each item for the first year:

Product	Approx. Contract Value* *values are from the 2025-2026 SY	Approximate number of cases
Cheese Omelet	$201.988	2,330 cases
French Toast Sticks	$211,713	3,654 cases
French Toast Whole	$177,174	2,457 cases
Breakfast Burrito	New Product	
Bean & Cheese Burrito (IW) and/or BULK	$208,559	2,976 cases
Garlic Cheese Toast	$186,515	4,272 cases
Marinara Sauce Dipping Cups	$214,155	4,116 cases
BBQ Sauce Dipping Cups	New Product	
Salsa Cups	New Product	
Pizza Sauce #10 cans	$23,296	1,120 cases
Low Sugar Ketchup #10 cans	$81,013	2,632 cases
Low Sugar Ketchup Packets	$62,640	2,880 cases
Tater Tots	$239,320	7,980 cases
Mashed Potatoes	New Product	
Hashbrown Patties, Circle shaped	New Product	
Fruit Cup, shelf stable or frozen	New Product	
Beef patties w/Teriyaki Sauce, fully cooked	$236,484	4,130 cases
Beef Pattie, fully cooked (2 different vendor #'s combined)	$234,254	6,389 cases
Chicken Nuggets, breaded (2 different vendor #'s combined)	$466,221	9,205 cases
Chicken Patties, breaded (2 different vendor #'s combined)	$442,883	8,230 cases
Popcorn Chicken, breaded	$223,477	5,615 cases
Pancake or Waffle Roll Up/ Sandwich with Sausage	New Product	

A.5. BIDDER QUALIFICATIONS

- 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.
- All vendors for School Year 2027-2028 shall be approved for processing by USDA with a National Processing Agreement (NPA) or a USDA approved In-State processor agreement for the State of Washington. Either agreement must be on file and approved by OSPI.
- Successful Bidders shall attend the Annual Washington OSPI/WSNA USDA Food Show on February 3, 2027, at Emerald Downs in Auburn. Samples of contracted items will be provided for sponsors to taste test prior to their completion of the 2027-28 SY Pre-Order Survey.
- Bidder must be available to participate in OSPI-hosted taste tests. Vendors shall send samples to locations as directed OSPI by Tuesday, January 5, 2027

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

A.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2027, and end on or about June 30, 2028. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

As such, OSPI reserves the right to amend to extend the contract for four (4) additional contract years through 2028-2029, 2029-2030, 2030-2031 and 2031-2032. Decision to amend shall be based on sustained satisfactory performance as decided by the Contract Manager, successful completion of project objectives, and availability of funding. If OSPI provides a renewal notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that OSPI and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

Additional services that are appropriate to the scope of this RFP, as determined by OSPI, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

A.7. FUNDING

OSPI has budgeted an amount not to exceed three million dollars ($3,000,000) for the initial term of each of the contracts awarded; however, OSPI does not represent or guarantee any minimum purchase from the resulting contract. Proposals in excess of this amount will be rejected as non-responsive and will not be evaluated.

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

A.8. SPECIFICATIONS

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

A.9. PAYMENT TERMS

Payment terms shall not be less than thirty (30) days net (once product is received) unless prompt payment discount is offered and accepted. Proposals shall include Bidder's most favorable and competitive cost estimate.

A.10. AMERICANS WITH DISABILITIES ACT

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

A.11. BUY AMERICAN

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

A.12. FEDERAL RESTRICTIONS ON LOBBYING

The Bidder must certify by signing and submitting the Bidder's Authorized Offer page of this RFP with submission of its Proposal, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., (2CFR 200.326 (i)), no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

A.13. DEBARMENT AND SUSPENSION

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

Section B. GENERAL INFORMATION FOR BIDDERS

This section describes the procurement timeline and includes useful information for Bidders such as procurement procedure and state requirements.

B.1. RFP COORDINATOR

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

Name:	Brenda Merritt
Address:	600 Washington St SE 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. Consultants are to rely on written statements issued by the RFP Coordinator.
Communication directed to parties other than the RFP Coordinator will be considered unofficial and non-binding on OSPI, and may result in disqualification of the Consultant. Answers or other applicable addenda will be posted to OSPI and WEBS in accordance with the schedule in Section B.3.

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

B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	OSPI issues RFP	October 28, 2026
2.	Question and Answer period	October 29- November 10, 2026
3.	**OSPI Hosts PRE-BID Conference – 1:00 – 2:00 p.m.** **ZOOM Link:** USDA Pre-Bid Conference Virtual Meeting (optional)	**November 10, 2026**
4.	OSPI posts final Question and Answer Addendum or Amendment (if necessary)	November 17, 2026
4.	Complaints due	November 24, 2026
5.	**Proposals due by 10 a.m. Pacific Standard Time (PST)**	**December 3, 2026**

6.	OSPI conducts evaluation of written proposals	December 4-11, 2026
7.	OSPI conducts taste tests – samples from vendors to be sent to location as directed by Food Distribution Supervisor or RFP Coordinator. *Samples must be received no later than Tuesday, January 5, 2027*	January 2027
8.	OSPI announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)	January 18, 2027
9.	OSPI conducts debriefing conferences (if requested)	As Requested
10.	Contract negotiation begins	January 18, 2027
11.	*** Goal is to execute contract by January 27, 2027*** Contract start date will be July 1, 2027	January 27-29, 2027

OSPI reserves the right to revise the above schedule.

PRE-BID CONFERENCE

A pre-bid conference is scheduled to be held on ***Tuesday, November 10, 2026, at 1:00 P.M. PST***. The purpose of the pre-bid conference is to clarify the Competitive Solicitation as needed and raise any issues or concerns that bidders may have.

The pre-bid conference will be held virtually: USDA Pre-Bid Conference Virtual Meeting (optional)

All prospective Consultants should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. OSPI shall be bound only to written answers to questions. Any oral responses given at the pre-bid conference shall be considered unofficial until OSPI releases a written copy of the questions and answers from the pre-bid conference. A copy of the questions and answers in the form of an Addendum will be published on the OSPI website and released on WEBS under the commodity code(s) listed on the cover page of this RFP within five (5) business days of the pre-bid conference.

Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator.

OSPI has the right to cancel or stop the pre-bid conference if no interested bidders join within thirty (30) minutes of the start.

B.4. COMPLAINT PROCEDURE

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

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

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

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

Vendors shall submit proposals as an attachment to an email to the RFP Coordinator noted in Section B.1. ***Proposals must arrive by 10:00 a.m. PT on Thursday, December 3, 2026.*** 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. The maximum file size that can be received via email at OSPI is 35MB. Bidders should also be aware of their own service provider's limits which may be more restrictive. Proposals that exceed such limits may be submitted via OneDrive. OSPI does not assume responsibility for any problems with the electronic delivery of materials, unless it is determined that OSPI's email system or server was at fault.

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. WITHDRAWAL/MODIFICATION

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

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

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

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

B.7. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

B.7.i. CONFIDENTIAL DOCUMENTS

For the purposes of this RFP, do not include confidential or proprietary information unless specifically requested by 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.7.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.8. ADDENDUMS AND AMENDMENTS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, an addendum or an amendment will be published on the OSPI website. For this purpose, the published Consultant 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 consultants 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 Consultants to check the website periodically for addenda and amendments to the RFP.

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

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this RFP or on a subcontractor basis. For more information on certification, contact the Washington Office of Minority and Women's Business Enterprises. However, no preference points will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

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

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

Vendors who meet criteria set forth in chapter 39.19 RCW, should complete and submit the *Contract Intake Form*.

B.10. ETHICS, POLICIES, & LAW

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

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the 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.11. ACCEPTANCE PERIOD

Proposals must provide ninety (90) business days for acceptance by OSPI from the due date for receipt of proposals. OSPI may accept such bid, with or without further negotiation, at any time within such period.

B.12. RESPONSIVENESS

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

B.13. 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.14. 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 documented in the Contract Issues Exhibit. 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.15. COSTS TO PROPOSE

OSPI will not be liable for any costs incurred by the Consultant 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.16. 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.17. 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.18. 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.19. STATEWIDE VENDOR PAYMENT REGISTRATION

Consultants 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.20. WASHINGTON STATE BUSINESS REGISTRATION

Consultants awarded contracts as a result of this RFP will be required to register with the Washington Secretary of State and/or Washington State Department of Revenue if registration requirements set forth by the Department of Revenue apply.

B.21. 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

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

C.1. SUBMISSSION OF PROPOSALS

Proposals must be formatted to print on eight and one-half by eleven (8 ½ x 11) inch paper size with individual sections clearly identified. Documents submitted (Nutrition fact sheets, SEPDS, etc.) are to be ADA Compliant (preferred). The Letter of Submittal, excluding the signed *Certifications and Assurances* and *Contractor Intake Form*, shall be a maximum of one (1) page. The three (3) major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal including signed:
    a. *Certifications and Assurances*
    b. *Contract Issues List (if applicable)*
    c. *Qualification Affirmations*
    d. *Contractor Intake Form*
2. Vendor Profile and References
3. Cost Proposal/Price Worksheet

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

C.2. LETTER OF SUBMITTAL (Mandatory)

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

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

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

C.3. VENDOR PROFILE/REFERENCES (SCORED)

A. Project Management

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

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

B. Experience of the Vendor

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

C. References

In Exhibit G Vendor Profile and References, list names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them.

By submitting a proposal in response to this RFP, the vendor and team members grant permission to OSPI to contact these references and others, who from OSPI's perspective, may have pertinent information. OSPI may or may not, at OSPI's discretion, contact these references or others. OSPI reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

D. Past Performance

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

C.4. Subcontractors

Identify any known or potential subcontractors who will be assigned to the potential contract. Once a contract is awarded, the contract will be subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Confidential information (Tax ID, etc.) will not be published. Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are provided by the Office of Minority and Women's Business Enterprises in the Access Equity Help Center.

Each month during the contract, the Contractor is required to report payments to all Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Contractor shall enter this payment information into the Access Equity system, and require the Subcontractors verify the information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Contractors and Subcontractors, proposed during the procurement process and/or after a contract has been awarded and/or executed.

C.5. COST PROPOSAL

A. Proposal Pricing

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

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

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

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

B. Price Sheet (SCORED)

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

C. Price Adjustments

Contractor requests for adjustments in pricing will be considered at sole discretion of OSPI and must be documented and referenced to Producer's Price Index increases. Anticipated pricing adjustment requests must be submitted prior to July 1, 2027.

D. Shipping Terms

All goods will be shipped Freight on Board (FOB) destination, freight prepaid and included in unit pricing. **If delivered product temperature is in question, temperature logs will be requested and presented to OSPI contract manager. *Load may be refused at no cost to OSPI.* All truck seals must be in place to receive product, or explanation as to why no seal in place.**

E. Samples

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

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

Samples will be requested for taste testing after proposal opening and prior to contract award. Samples are to be shipped and received within five (5) working days of OSPI notification. Failure to provide requested samples within five (5) working days after request may result in proposal rejection. Samples will be considered property of the state and will not be returned.

F. Use of Subcontractors

If applicable, ***Vendor shall identify all subcontractors who will perform services in fulfillment of contract requirements***, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract:

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

G. Monthly Processing Reports to OSPI

Monthly Processing Reports (MPR's) are required to be consistently submitted to the USDAFDD@k12.wa.us in box by the 15th of the following month (or within 30 days of close). EOY MPR's with balances need to be submitted to the USDAFDD@k12.wa.us in box by July 15th.

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.

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

- Bidder's ability, capacity, and skill to perform the contract or provide the service required;
- Bidder's character, integrity, reputation, judgment, experience, and efficiency;
- Bidder's ability to perform the contract within the time specified;
- Bidder's performance quality pertaining to previous contracts or services;
- Bidder's compliance with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State 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 chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the Contract.

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

D.2. AWARD CRITERIA

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

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

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

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

D.3. EVALUATION PROCESS AND SCORING

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

A. Initial Determination of Responsiveness

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

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

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

B. Responsiveness Evaluation

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

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

(a) The ability, capacity, and skill of the Vendor to perform the contract or provide the service required (fulfillment of purchase orders);
(b) The character, integrity, reputation, judgement, experience, and efficiency of the Vendor;
(c) Whether the Vendor can perform the contract within the time specified (fulfillment of purchase orders);
(d) The quality of performance of previous contracts or services;
(e) The previous and existing compliance by the Vendor with laws relating to the contract or services;
(f) Such other information as may be secured having a bearing on the decision to award the contract;
(g) Close adherence to the food specifications as indicated in Exhibit F Specifications.

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

C. Criteria for Scoring Shall Be:

1. **General Specifications (please see Exhibit F Specifications) ~ Pass/Fail**
2. **Cost Per Serving – 50 points possible (scored by OSPI RFP Coordinator or designee)**

   Cost per serving and/or cost per ounce will be used in the evaluation process to determine lowest competitive pricing. The scoring chart will be used for each of the ten (10) items on this solicitation.
3. **Acceptability – Taste and Appearance – 35 points Possible**
4. **Sodium Level – 15 points Possible (lower sodium receives higher score)**

The results of the taste test will be combined and assigned the following points:

Taste Scale 0-25 pts

25 = Excellent 20 = Really Good 15 = Good 10 = Fair 0 = Poor

Appearance Scale 0-10 pts

10 = Excellent 8 = Good 5 = Fair 0 = Poor

The following criteria describe how the evaluation and award process will be conducted. Taste test scores and cost per serving scores will be totaled to determine successful vendor(s).

Vendor Name	Cost per Serving (0-50 pts)	Taste (0-25 pts)	Appearance (0-10 pts)	Sodium Level (0-15 pts)	PCBs (0-6 pts)	TOTAL PTS

The Awards will be based on the total acquisition cost and evaluation points by item, group of items or aggregate total (category) depending on what is deemed by OSPI to be in the best interest of the state.

D.4. SCORING PREFERENCES

OSPI will apply the following Washington State procurement priorities and preferences to this RFP which will impact the evaluation of bids for this RFP:

D.4.i. Preference Related to Polychlorinated Biphenyls

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

A preference of six (6) points will be given to bidders who provide evidence that the products and/or product packaging, identified for PCBs testing in Exhibit C, on the Cost Proposal/Price Worksheet, pursuant to RCW 39.26.280 that do not contain PCBs. In the event products and/or product packaging are tested, and no products or product packaging contain zero PCBs, a preference of six (6) points to one (1) point (see PCB preference table below) will be given to bidders who provide evidence that the products and/or product packaging, identified for PCBs testing in Exhibit C, Cost Proposal/Price Worksheet contain the least amount of PCBs. The method for testing products and/or packaging for PCBs must be per the U.S. Environmental Protection Agency (EPA) Analytical Method 1668c.

6 points = Tested, and no PCBs were found
5 points = Tested, lowest level of PCBs
4 points = Tested, 2nd lowest level of PCBs
3 points = Tested, 3rd lowest level of PCBs
2 points = Tested, 4th lowest level of PCBs
1 point = Tested, 5th lowest level of PCBs
0 points = **Not Tested or >6 lowest level of PCBs**

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

If a vendor requests the PCB preference points, vendor must have the specified product/products tested using the U.S. Environmental Protection Agency (EPA) Analytical Method 1668c. Vendors should be advised that this test usually takes up to 15 days to process – be sure to add in the extra time on your timeline in order to meet the due date listed on page 1 of this RFP. Exhibit C Contractor Certification Preference form is to be submitted as well as the test results.

D. 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. Alternatively, OSPI reserves the right to cancel this solicitation and not award a contract to any Bidder.

Upon OSPI's announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington's Public Records Act.

Following announcement of ASB, the agency will publicly post awarded bid(s) and bid award documents to its website.

E. NOTIFICATION TO BIDDERS

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

F. DEBRIEFING OF UNSUCCESSFUL BIDDERS

At the Bidder's request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. A Debrief Conference is an opportunity for a bidder and OSPI to meet and discuss the bidder's bid (and, as further explained below, is a necessary prerequisite to filing a protest). Following the bid evaluation, OSPI will issue an ASB announcement. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Vendor email is sent to the Consultant. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by the RFP Coordinator and Vendor.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debrief conferences may be conducted either in person at OSPI's office in Olympia, Washington, or virtually (e.g., by telephone or web-based virtual meeting such as Zoom, Skype, MS Teams), as determined by OSPI, and may be limited by OSPI to a specified period of time.

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

Please note, because the debrief process must occur before making an award, 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.

G. PROTEST PROCEDURE

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

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

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. The OSPI Contracts Administrator, or an employee delegated by the Contracts Administrator who was not involved in the procurement, will consider the record and all available facts, and issue a decision within ten (10) business days of receipt of the protest. If the OSPI Contracts Administrator delegates the protest review, the Contracts Administrator nonetheless reserves the right to make the final agency decision. If additional time is required, the protesting party will be notified. The OSPI Contracts Administrator or designee will have the right to seek additional information from sources he or she deems appropriate in order to fully consider the protest.

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

The final determination of the protest shall 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.

H. ADDITIONAL AWARDS

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

Section E. RFP EXHIBITS

Exhibit A Certifications and Assurances
Exhibit B Qualification Affirmations
Exhibit C Polychlorinated Biphenyls Certification
Exhibit D Sample Contract
Exhibit E General Terms and Conditions
Exhibit F Specifications
Exhibit G Vendor Profile
Exhibit H Price Worksheet
Exhibit I Contractor Intake Form

EXHIBIT A
CERTIFICATION AND ASSURANCES

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 the Contract Issues Exhibit.

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 (3) 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

CONSULTANT INFORMATION	
Name:	
Organization Name: (if applicable)	

All vendors for School Year 2027-2028 shall be approved for processing by USDA with a National Processing Agreement (NPA) or a USDA approved In-State processor agreement for the State of Washington. Either agreement must be on file and approved by OSPI.

MINIMUM QUALIFICATIONS

Please check box if applicable.

☐ 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.

☐ For School Year 2027-2028, Vendor is approved for processing by USDA with a National Processing Agreement (NPA) or a USDA approved In-State processor agreement for the State of Washington. Either agreement must be on file and approved by OSPI.

☐ Successful Bidders shall attend the Annual Washington OSPI/WSNA USDA Food Show on February 3, 2027, at Emerald Downs in Auburn. Samples of contracted items will be provided for sponsors to taste test prior to their completion of the 2027-28 SY Pre-Order Survey.

☐ Bidder must be available to participate in OSPI-hosted taste tests. Vendors shall send samples to locations as directed OSPI by Tuesday, January 5, 2027

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

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

_____

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

_____

Print Name | Title | Organization Name

EXHIBIT C

POLYCHLORINATED BIPHENYLS CERTIFICATION

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

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

☐ Not applying for the PCBs Preference.

OR

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

OR

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

Product: _____

Product: _____
Include additional lines as necessary.

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

Signature of Bidder	Date	Place Signed (City, State)
Print Name	Title	Organization Name

EXHIBIT D
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 # [redacted]
Unified Business Identifier # [redacted]

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:

Contractor shall process USDA Foods into end products and ship as directed on a monthly basis to Washington (WA) State warehouse locations for distribution to Local Education Agencies (LEAs).

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. 2025-10, and Contractor's Proposal, to the satisfaction of the Superintendent's designee:

- Contractor will process USDA bulk foods into the following processed end products:

Description & Product Identification #	Product Code	Case Weight (pounds)	FFS cost per case	Serving size	Servings per case	Cost per serving	Donated Food Value (per case)
				.			

- Contractor will ensure timely delivery of above products within twenty-one (21) calendar days after receipt of order (ARO) to designated WA warehouse sites.
  - Damaged product received at WA warehouse will be credited to OSPI within the following 30-day billing cycle.
  - Incorrect or missing product will be remedied to OSPI's satisfaction within the following 30-day billing cycle.
  - Product delivered to the incorrect WA warehouse location will be the fiscal responsibility of the Contractor.
- Contractor payment terms of Net 30 days with a minimum of *number* (XXX) cases for direct deliveries to WA state warehouse locations.

Further information is included in the Superintendent's Request for Proposals No. RFP 2027-06 attached as Attachment B, and the Contractor's proposal dated December 3, 2026, attached as Attachment C.

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:

JULY 1, 2027, or date of execution, whichever is later, through **JUNE 30, 2028.**

III. DUTIES OF THE SUPERINTENDENT

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

Monthly (not more often than monthly), based on invoices submitted by the Contractor for actual costs incurred to date based on receipts or other documentation and acceptance of services provided. The invoice(s) shall include the contract number, and document to the Superintendent designee's satisfaction, the quantity of cases at contracted price, description of product delivered, delivery location and the payment amount expected. Invoices shall be emailed to the USDAFDD@K12.WA.US mailbox. Within approximately thirty (30) calendar 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.

B. 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.

Funds for the payment of this contract are provided by federal program(s) [program title], Catalog of Federal Domestic Assistance #(s) [CFDA#].

IV. RENEWAL *(OPTIONAL CLAUSE)*

Superintendent has the right to renew this Contract in whole or in part for the year(s) 2028-2029, 2029-2030, 2030-2031, and 2031-2032 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.

V. CONTRACT MANAGEMENT

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

Contractor	Superintendent
[Contract Manager's Name] [Contract Manager's Title] [Contract Manager's Address] Phone: ( ) - Fax: ( ) - Email: [Contract Manager's Email Address]	Marlon Hopkins CNS Director of Food Distribution Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 688-0326 Email: marlon.hopkins@k12.wa.us

VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment B – Request for Proposals with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor's Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VII. APPROVAL

This contract shall be subject to the written approval of the 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

Signature

Print Name

Date

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

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

Superintendent of Public Instruction
State of Washington

OSPI Contracts Administrator

Date

Approved as to FORM ONLY
by the Assistant Attorney General

SAMPLE
Do Not Sign

EXHIBIT E

GENERAL TERMS AND CONDITIONS

Attachment A

Contract for Services

GENERAL TERMS AND CONDITIONS

1. **Access to Data**. In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the 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. Add 2 CFR 200.326(i)

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

    The Contractor further certifies that it will remain in compliance with these requirements during the term of this Contract. Contractor will immediately notify the 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 or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor

agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.

14. **Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The 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.

15. **Disputes.** In the event that a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner: (1) The 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.

16. **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.

17. **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.

18. **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.

19. **Force Majeure.** Neither party shall be liable for any delay in or impairment of performance resulting in whole or in part from fire, floods or other catastrophes, acts of God, severe weather conditions; strikes, lockouts or labor disruptions; war, riots, embargo delays, raw material market conditions, the inability to procure supplies or raw materials; or shortages of transportation equipment, fuel or labor; or any other circumstance or cause beyond the reasonable control of the party. Additionally, manufacture, shipment and delivery are subject to any prohibition, restriction, priority allocation regulation or condition imposed by or on behalf of the United States of America or any other governmental body with appropriate jurisdiction which may prevent or interfere with fulfillment of any order.

20. **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.

21. 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 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. Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Contract shall be responsible for the acts and/or omissions of the entities or individuals not a party to this contract. For the avoidance of doubt, Contractor shall not be responsible for damage or liability resulting from (i) a product becoming adulterated or misbranded after such product has left Contractor's control, (ii) the Superintendent's refusal to cooperate with Contractor in the investigation or defense of a claim covered hereunder, (iii) Contractor agreeing to settle a claim covered hereunder without Contractor's written consent, or (iv) products being resold by the Superintendent other than in the ordinary course of business.

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

22. 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.

23. 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 occurrence, using a Combined Single Limit for bodily injury and property damage.

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

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

d. **Public Liability Insurance.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the 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
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.

24. 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.

25. 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.

26. Nondiscrimination Requirement. During the term of this Contract, the Contractor, including any subcontractor, shall comply with all the federal and state nondiscrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. Accordingly, on the bases enumerated at RCW 49.60.530(3), 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. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

a. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

b. **Default.** Notwithstanding any provision to the contrary, the Superintendent may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Superintendent receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Superintendent may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

c. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Superintendent shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe the Superintendent for default under this provision.

27. **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.

28. **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 (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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. 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.

42. 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.

43. Waiver. A failure by either part to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

EXHIBIT F: SPECIFICATIONS

The United States Department of Agriculture (USDA) Food Distribution Processing website is: USDA Food Distribution Processing. The Office of Superintendent of Public Instruction (OSPI) Child Nutrition Services (CNS) website is: OSPI Child Nutrition.

General (used for pass/fail criteria)
The specifications issued here are to provide a guideline for the processing of USDA Foods into the end product items listed below. All product formulas must meet Child Nutrition Program (CNP) specifications and be creditable towards approved meal patterns.

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

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

Trans Fat: Nutrition label or manufacturer's specifications must specify zero grams of trans-fat per serving (less than 0.5 gram per serving). Naturally occurring trans-fat is excluded in beef, lamb, or dairy products.

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

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

c) SY 27-28 USDA signed Summary End Product Data Schedule (SEPDS), pending USDA approval is acceptable. Once USDA approved, SY 27-28 SEPDS form shall be emailed to the usdafdd@k12.wa.us mailbox.

Vendors are to include modified specifications if proposing similar finished products that differ from specifications listed. Alternate products that meet or exceed specified requirements may be considered. Prefer all specification documents provided be ADA compliant.

Category Eggs

Utilizing USDA Eggs, Liquid Donated Foods

*1 Cheese Omelet
*2 WG French Toast Sticks
*3 WG Whole French Toast

*1. Cheese Omelet

Description:	Pre-cooked egg omelet with cheese, frozen
Meal Pattern Contribution:	2.00 oz. equivalent M/MA, CN label preferred
Serving Size:	Please specify serving size.
Pack Size:	Bulk, case weight not to exceed 40 (forty) pounds
Other:	

*2. WG French Toast Sticks and/or WG Whole French Toast

Description:	Sliced or whole bread pieces, Whole Grain or whole grain rich, dipped in eggs; pre-cooked, frozen, single serving pack size.
Meal Pattern Contribution:	1 M/MA and a 1.5 oz. eq grain
Serving Size:	Please specify serving size.
Pack Size:	Bulk, case weight not to exceed 40 (forty) pounds
Other:	Individually wrapped with ovenable packaging.

*3. WG Whole French Toast

Description:	Whole bread, Whole Grain or whole grain rich, dipped in eggs; pre-cooked, frozen, single serving pack size.
Meal Pattern Contribution:	1 M/MA and a 1.5 oz. eq grain
Serving Size:	Please specify serving size.
Pack Size:	Bulk, case weight not to exceed 40 (forty) pounds
Other:	Individually wrapped with ovenable packaging.

ITEMS MARKED WITH ASTERISK IN CATEGORY WILL BE AWARDED TOGETHER

Category Cheese

Utilizing USDA Cheese Donated Food

1.Breakfast Burrito
2.Bean and reduced fat cheddar cheese burrito
3.Cheese toast with garlic

1. Breakfast Burrito

Description:	Burrito with eggs, cheese & potatoes
Meal Pattern Contribution:	2.00 oz. equivalent M/MA and 2.00 oz. equivalent grains
Serving Size:	Please specify serving size.
Pack Size:	Preferred bulk case weight not to exceed 30 pounds.
Other:	Fully cooked, frozen

2. Bean and reduced fat cheddar cheese burrito

Description:	Burrito with beans and preferred reduced fat cheddar cheese, whole grain tortilla, individually wrapped and frozen. Approximate portion of 5.20 oz.
Meal Pattern Contribution:	2.00 oz. equivalent M/MA and 2.00 oz. equivalent grains
Serving Size:	Please specify serving size.
Pack Size:	Preferred bulk case weight not to exceed 30 pounds.
Other:	Fully cooked, frozen

3. Cheese Toast with garlic

Description:	Preferably thick sliced whole grain rich bread, reduced fat cheese blend, frozen. Portion size 4.3 oz. to 5.3 oz. serving (1 slice).
Meal Pattern Contribution:	2.00 oz. MA and 2.0 equivalent grains per serving, CN label preferred
Serving Size:	Please specify serving size.
Pack Size:	Bulk, case weight not to exceed 40 (forty) pounds
Other:	Individually wrapped with ovenable packaging.

Utilizing USDA Vegetables as Sauce or Condiment
Category Tomato Paste Bulk

*1.Marinara Sauce Cups

Description:	Marinara sauce in dipping cups, nutritionally enhanced. Serving of 2.50 oz. to provide .25 cup vegetable.
Meal Pattern Contribution:	.25 vegetable (Red/Orange)
Serving Size:	Please specify serving size.
Pack Size:	Dipping cups
Other:	

*2.BBQ Sauce Cups

Description:	BBQ sauce in dipping cups, nutritionally enhanced. Serving of 2.50 oz. to provide .25 cup vegetable.
Meal Pattern Contribution:	.25 vegetable (Red/Orange)
Serving Size:	Please specify serving size.
Pack Size:	Dipping cups
Other:	

*3.Salsa Cups

Descript2ion:	Salsa in dipping cups, nutritionally enhanced. Serving of 2.50 oz. to provide .25 cup vegetable.
Meal Pattern Contribution:	.25 vegetable (Red/Orange)
Serving Size:	Please specify serving size.
Pack Size:	Dipping cups
Other:	

*4. Pizza Sauce

Description:	Pizza Sauce with basil, canned. Serving of 1.00 oz. to provide .25 cup vegetable. Prefer 6/#10 cans per case
Meal Pattern Contribution:	.25 vegetable (Red/Orange)
Serving Size:	Please specify serving size.
Pack Size:	
Other:	

*5. Ketchup

Description:	Ketchup canned. 100% with natural sugar, low sodium. Prefer 6/#10 cans per case
Meal Pattern Contribution:	N/A
Serving Size:	Please specify serving size.
Pack Size:	
Other:	

*6. Ketchup Packets

Description:	Ketchup in 9 gram packets 100% with natural sugar, low sodium. Prefer 1000 packets per case.
Meal Pattern Contribution:	N/A
Serving Size:	Please specify serving size.
Pack Size:	
Other:	

ITEMS MARKED WITH ASTERISK IN CATEGORY WILL BE AWARDED TOGETHER

Category Potato Bulk

*1 Tater Tots
*2 Mashed Potatoes
*3 Hashbrowns, circle shaped

*1. Tater Tots

Description:	Potato rounds (hash browns formed product) ¾" to 1" in diameter by 1" to 1 1.4" in length, frozen. Reduced sodium (≤300mg/serving); 2.50 oz. baked potato rounds (8-9 pieces) provides .50 cup vegetable.
Meal Pattern Contribution:	1 vegetable (starchy)
Serving Size:	Please specify serving size.
Pack Size:	Bulk, weight not to exceed 30 (thirty) pounds
Other:	Prefer 6/5-pound packages per case; frozen

*2. Mashed Potatoes

Description:	Mashed potatoes using real potatoes, not powder or flakes; frozen
Meal Pattern Contribution:	Please specify
Serving Size:	Please specify
Pack Size:	Weight not to exceed 30 (thirty) pounds
Other:	Reduced Sodium

*3. Hashbrowns, Circle Shaped

Description:	Circle shaped hashbrown patties; frozen
Meal Pattern Contribution:	Please specify
Serving Size:	Please specify
Pack Size:	Bulk; weight not to exceed 30 (thirty) pounds
Other:	Reduced Sodium

ITEMS MARKED WITH ASTERISK IN CATEGORY WILL BE AWARDED TOGETHER

Category FRUIT

1. Shelf-stable or frozen fruit cups

Shelf-stable of frozen fruit cups

Description:	Shelf-stable or frozen, single fruit type cup (strawberries, pears cherries, or blueberries, mandarin oranges or pineapple, etc.), water or juice packed, no added sugar, artificial flavors or sweeteners.
Meal Pattern	½ cup fruit minimum
Serving Size:	Please specify serving size.
Pack Size:	Bulk, case weight not to exceed 40 (forty) pounds
Other:	Product can be shelf-stable or frozen

Category Beef

Utilizing USDA Beef Donated Foods

*1 Beef Pattie or strips with Teriyaki Sauce
*2 Beef Hamburger

*1. Beef Pattie or strips w/Teriyaki Sauce

Description:	Fully cooked, premium beef patty, low sodium, fully cooked, frozen, Teriyaki sauce
Meal Pattern Contribution:	2.00 oz. equivalent M/MA
Serving Size:	Please specify serving size.
Pack Size:	Bulk, case weight not to exceed 40 (forty) pounds
Other:	

*2. Beef Hamburger (no VPP)

Description:	Fully cooked, premium beef patty, low sodium, fully cooked, frozen
Meal Pattern Contribution:	2.00 oz. equivalent M/MA
Serving Size:	Please specify serving size.
Pack Size:	Bulk, case weight not to exceed 40 (forty) pounds
Other:	

ITEMS MARKED WITH ASTERISK IN CATEGORY WILL BE AWARDED TOGETHER

Category Poultry

Utilizing USDA Poultry Donated Foods

*1 Chicken Nuggets, Breaded
*2 Chicken Patty, Breaded
*3 Popcorn chicken, Breaded

*1. Chicken Nuggets, Breaded

Description:	Chicken pieces, breaded, reduced sodium, fully cooked, frozen
Meal Pattern Contribution:	2.00 oz. M/MA and 1 oz. eq Grain
Serving Size:	Please specify serving size
Pack Size:	Preferred bulk case weight not to exceed forty (40) pounds
Other:	Whole Grain Rich preferred

*2. Chicken Patty, Breaded

Description:	Chicken patty, breaded, reduced sodium, fully cooked, frozen
Meal Pattern Contribution:	2.00 oz. M/MA and 1 oz. eq Grain
Serving Size:	Please specify serving size
Pack Size:	Preferred bulk case weight not to exceed forty (40) pounds
Other:	Whole Grain Rich preferred

*3. Popcorn Chicken, Breaded

Description:	Chicken chunks (whole muscle), may be lightly breaded, fully cooked, frozen
Meal Pattern Contribution:	2.00 oz. M/MA and 1 oz. eq Grain
Serving Size:	Please specify serving size
Pack Size:	Bulk, case weight not to exceed 40 (forty) pounds
Other:	Whole grain rich preferred.

ITEMS MARKED WITH ASTERISK IN CATEGORY WILL BE AWARDED TOGETHER

3. Pancake or Waffle Roll Up/ Sandwich with Sausage

Description:	Pancake or waffle roll up/Sandwich with sausage (low fat sausage, turkey or chicken preferred) pre-cooked, frozen.
Meal Pattern Contribution:	2.00 oz. M/MA and 1 oz. eq Grain
Serving Size:	Please specify serving size
Pack Size:	Bulk, case weight not to exceed 40 (forty) pounds
Other:	WG or Whole grain rich preferred; .

COMPANY INFORMATION

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

1. Federal Tax Identification Number: _____
2. WA State Department of Revenue Registration Tax Number: _____
3. Company URL Address: _____
4. Company Mailing Address: _____
   _____
   _____
   _____
5. **Orders to be emailed to**: _____
   _____
   _____
6. Billing will be from: _____
   _____
   _____
7. Payment to be sent to: _____
   _____
   _____
8. Hold and Recall Contact Information: _____
   _____
   _____

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

REFERENCES

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

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

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

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

SUBCONTRACTORS:

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

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

SALES AND ORDERING INFORMATION

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

1.

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:		Name:	
Telephone:		Telephone:	
Toll Free No.:		Toll Free No.:	
Mobile Phone:		Mobile Phone:	
Territory:		Territory:	
Fax:		Fax:	
Email:		Email:	

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

3. Volume Discount: Identify volume discount(s), please indicate the discount _____% or $_____ and when it applies:

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

5. Minimum case quantities _____ for direct deliveries of shipment to Washington State locations.

EXHIBIT H: Price Worksheets

CATEGORY A Eggs, Liquid Bulk

* 1 Cheese Omelet
* 2 French Toast Sticks
* 3 French Toast, Whole

* Denotes that products may be awarded together

	Utilizing USDA Eggs, Liquid Bulk Donated Foods										
Item	Description	Vendor ID Code	Case Weight (Pounds) Gross	Net	**Fee For Service** per Case (Includes Transportation)	Servings Per Case	Serving Size and Weight	Cost Per Serving	Sodium (mg) per serving	USDA Commodity used in product	Donated Food Value $
1	Cheese Omelet										
2	French Toast Sticks										
3	French Toast, Whole										

CATEGORY B Cheese

1 Breakfast Burrito

2 Bean & Cheese Burrito

3 Garlic Cheese Toast

	Utilizing USDA Cheese										
Item	Description	Vendor ID Code	Case Weight (Pounds) Gross	Net	**Fee For Service** per Case (Includes Transportation)	Servings Per Case	Serving Size and Weight	Cost Per Serving	Sodium (mg) per serving	USDA Commodity used in product	Donated Food Value $
1	Breakfast Burrito										
2	Bean & Cheese Burrito										
	Garlic Cheese Toast										

CATEGORY C Vegetables as Sauce or Condiment

* 1 Marinara Sauce Dipping Cups
*2 BBQ Sauce Dipping Cups
*3 Salsa Dipping Cups
*4 Pizza Sauce #10 cans
*5 Low Sugar Ketchup #10 cans
*6 Low Sugar Ketchup Packets

* Denotes that products may be awarded together

	Utilizing USDA Tomato Paste										
Item	Description	Vendor ID Code	Case Weight (Pounds) Gross	Net	**Fee For Service** per Case (Includes Transportation)	Servings Per Case	Serving Size and Weight	Cost Per Serving	Sodium (mg) per serving	USDA Commodity used in product	Donated Food Value $
1	Marinara Sauce Dipping Cups										
2	BBQ Sauce Dipping Cups										
3	Salsa Dipping Cups										
4	Pizza Sauce #10 cans										
5	Low Sugar Ketchup #10 cans										
6	Low Sugar Ketchup Packets										

CATEGORY D Potatoes

*1 Tater Tots

*2 Mashed Potatoes

*3 Hashbrown Patties, Circle Shaped

* Denotes that products may be awarded together

	Utilizing USDA Potatoes										
Item	Description	Vendor ID Code	Case Weight (Pounds) Gross	Net	**Fee For Service** per Case (Includes Transportation)	Servings Per Case	Serving Size and Weight	Cost Per Serving	Sodium (mg) per serving	USDA Commodity used in product	Donated Food Value $
1	Tater Tots, reduced sodium										
2	Mashed Potatoes										
3	Hashbrown Patties, Circle Shaped										

CATEGORY E Fruit

1 Frozen Fruit Cups.

	Utilizing USDA Fruit										
Item	Description	Vendor ID Code	Case Weight (Pounds) Gross	Net	**Fee For Service** per Case (Includes Transportation)	Servings Per Case	Serving Size and Weight	Cost Per Serving	Sodium (mg) per serving	USDA Commodity used in product	Donated Food Value $
1	Shelf Stable or Frozen Fruit Cups										

CATEGORY F Beef

*1 Beef Pattie or Strips w/Teriyaki Sauce

*2 Beef Pattie

* Denotes that products may be awarded together

	Utilizing USDA Beef									
	Description	Vendor ID Code	Case Weight Gross	Case Weight Net	Fee for Service Case Price (includes transportation)	Serving Size & Weight	Cost Per Serving	Sodium mg per serving	USDA Commodity used in product	Donated Food Value $
1	Beef Pattie or Strip w/Teriyaki Sauce									
2	Beef Pattie									

CATEGORY G Poultry

*1 Chicken Nuggets, Breaded
*2 Chicken Patties, Breaded
*3 Popcorn Chicken, Breaded
4 Pancake or Waffle Roll Up/Sandwich with Sausage

* Denotes that products may be awarded together

	Utilizing USDA Poultry									
	Description	Vendor ID Code	Case Weight Gross	Net	Fee for Service Case Price (includes transportation)	Serving Size & Weight	Cost Per Serving	Sodium mg per serving	USDA Commodity used in product	Donated Food Value $
1	Chicken Nuggets, Breaded									
2	Chicken Patties, Breaded									
3	Popcorn Chicken, Breaded									
	Pancake or Waffle Roll Up/ Sandwich w/Sausage									

EXHIBIT I:
CONTRACTOR INTAKE FORM

Available as an editable Word document on OSPI's procurement website.

CONTRACT ISSUE LIST

This Exhibit is optional. Bidders need only to complete and submit this Exhibit ***IF*** bidder has issues, concerns, exceptions, or objections to any of the terms or conditions contained in the Sample Contract and/or any terms and conditions stated within the procurement. In such case, bidder must use this *Bidder's Contract Issues List* to identify the same as set forth below.

The *Contract Issues List* is designed to frame contract discussions, if any, between OSPI and bidders regarding the Contract terms and conditions. In completing the *Contract Issues List*, bidders **must**:

A. Identify the specific Contract section/subsection that creates a business issue, concern, exception, or objection;

B. Describe, in business terms, the issue, concern, exception, or objection pertaining to the Contract section/subsection;

C. Propose, in business terms, a solution that is reasonable in light of the Competitive Solicitation and the procurement solution being sought by OSPI; and

D. Provide bidder' reason or rationale supporting bidder's proposed solution, including how the proposed solution is commercially reasonable for a public contract, benefits both the bidder and the OSPI and equitably allocates contractual risk and return.

Please be advised: The Contract(s) to be awarded is the result of a Competitive Solicitation developed pursuant to Washington's Procurement Code for Goods/Services that is designed to meet governmental needs for eligible purchasers. OSPI endeavors to develop commercially reasonable Contracts that incentivize performance and equitably allocate risk and return based on stakeholder input from eligible purchasers, vendors, procurement professionals, and others. Accordingly:

- Contract revisions, if any, may NOT be bidder-specific, but must apply to all bidders.
- Redlined Documents Will Not Be Reviewed. Do not provide a redlined Contract or sections/subsections. Redlined text may result in OSPI making potentially inaccurate assumptions regarding bidder's issue(s). Instead, bidders must follow the instructions set forth above.
- 'Standard' Bidder Contracts Will Not Be Reviewed. Do not provide a copy of bidder's (or a third party's) 'standard' contract or contract section. It will not be reviewed.
- No Substantial Changes. Bidders are cautioned that this is a competitive solicitation for a public contract and **OSPI cannot and will not accept a bid or enter into a Contract that substantially changes the material terms and conditions set forth in this Competitive Solicitation and Contract**. Bids that are contingent upon OSPI making substantial changes to material terms and conditions set forth in the Competitive Solicitation or Contract likely will be determined to be non-responsive.

OSPI will consider the number and nature of the items on *Contract Issues List* in determining the likelihood of completing a Contract with such bidder

Available as a fillable form on OSPI's procurement website.

BIDDER'S CONTRACT ISSUES LIST				
BIDDER NAME:				
NO.	**A** CONTRACT SECTION	**B** ISSUE DESCRIPTION	**C** BIDDER'S PROPOSED SOLUTION	**D** BIDDER'S RATIONALE FOR PROPOSED SOLUTION
1.				
2.				
3.				
4.				
5.				