

NEWESD 101 Purchasing Group
REQUEST FOR PROPOSALS (RFP)

RFP NO. 202223-1

PROJECT TITLE: NEWESD 101 Purchasing Group Primary Food Bid

RFP's ACCEPTED UNTIL: 3:00 p.m., Pacific Standard Time (PST) on Monday, May 30, 2022

ESTIMATED CONTRACT PERIOD: August 1, 2022 – July 30, 2023. Amendments extending the period of performance, if any, shall be at the sole discretion of the NEWESD101 PG.

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

SUBMIT PROPOSAL TO: abmiller@esd101.net
Proposals MUST be Delivered via Email

FAXED PROPOSALS WILL NOT BE ACCEPTED

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on Eastern Washington Purchasing Cooperative (NEWESD101 PG). 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 NorthEast Washington ESD101 (NEWESD 101) Nutrition Cooperative webpage located at https://www.esd101.net/services/nutrition_cooperative. All RFP amendments or Consultant questions and NEWESD101 PG answers will be posted to this site. All interested Consultants should notify our RFP coordinator that you would like to be included in our email list.

NEWESD101 PG, and its contractors and subcontractors, must not discriminate in any programs or services based on sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal by a person with a disability, and must comply with state and federal nondiscrimination laws, including Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and Title VI of the Civil Rights Act of 1964, and Executive Order 11375. Questions and complaints of alleged discrimination should be directed to the Equity and Civil Rights Director at 360-725-6162/TTY: 360-664-3631; or P.O. Box 47200, Olympia, WA 98504-7200; or equity@k12.wa.us.

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Section A. INTRODUCTION

1. DEFINITIONS

Definitions for the purposes of this RFP include:

Agency or NEWESD101– Northeast Washington ESD 101 and the entity issuing this RFP.

Amendment – A unilateral change to the Solicitation that is issued by NEWESD101 PG at its sole discretion and posted to www.esd101.net/services/nutrition_cooperative.

Apparent Successful Vendor (ASV) – A Vendor submitting a response to this Solicitation that is evaluated and is identified and announced by NEWESD101 PG as providing the best value to the Agency. Upon execution of a Contract, the ASV is referred to as the successful Vendor 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 NEWESD101 PG. 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 Vendors or Consultants culminating in a selection based on predetermined criteria.

Complaint – A process that may be followed by a Consultant prior to the deadline for proposal submission to alert NEWESD101 PG 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 NEWESD101 PG. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

Contractor – Individual or company whose proposal has been accepted by NEWESD101 PG and is awarded a fully executed, written contract.

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

NEWESD101 Purchasing Group – Includes NEWESD 101 and all SFAs participating in this Purchasing Group as specified in Exhibit D.

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

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

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

Protest – A process that may be followed by a Vendor after the announcement of the Apparent Successful Vendor to alert NEWESD101 PG 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 Vendor – 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 Vendor – An individual, organization, public or private agency, or other entity who has submitted a Proposal that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.

RFP Coordinator – An individual or designee who is employed by NEWESD101 PG and who is responsible for conducting this Solicitation.

School Food Authority (SFA)- the administering unit for the operation of a school feeding program at the school district level.

Solicitation– A formal process providing an equal and open opportunity for Vendors 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 NEWESD101 PG.

Vendor – Individual organization, public or private agency submitting a proposal in order to attain a contract with NEWESD101 PG. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

2. PURPOSE OF REQUEST FOR PROPOSALS

The Northeast Washington ESD 101 Purchasing Group (NEWESD101 PG) is initiating this Request for Proposals (RFP) to solicit proposals to provide frozen, chilled and dry goods to all School Food Authorities (SFAs) within NEWESD101 PG.

3. BACKGROUND

This is a bid solicitation to find a distributor for frozen, chilled and dry foods to be used in Child Nutrition programs. The contract purchasers are SFAs in Eastern Washington that hold inter-local agreements with NEWESD101 Child Nutrition Services. NEWESD101 PG includes 11 SFAs that are participating in this RFP. Responsive vendors must be willing and able to serve each of the 11 participating SFAs within the NEWESD101 PG. Each SFA in this purchasing group has the opportunity to send representatives to participate in product selection, and vendor response evaluation.

4. OBJECTIVE AND SCOPE OF WORK

This RFP is for the regular weekly delivery of nutrition service food products as listed in Exhibit I to SFAs. The vendor must have the ability and willingness to deliver to all districts in NEWESD101 PG as listed in Exhibit D. This contract is anticipated to have an annual total sales amount of approximately \$1,470,000.

5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on August 1, 2022 and end on July 30, 2023. The option to extend any contract resulting from this procurement shall be at the sole discretion of NEWESD101 PG.

As such, NEWESD101 PG reserves the right to amend to extend the contract for four (4) additional contract years through 2023-2024, 2024-2025, 2025-2026, 2026-2027 unless an emergency exists and/or special circumstances require a partial term extension. Decision to amend shall be based on sustained satisfactory performance, successful completion of project objectives, and availability of funding as decided by the NEWESD101 PG's designee.

Additional services that are appropriate to the scope of this RFP, as determined by NEWESD101 PG, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

7. ESTIMATED CONTRACT VALUE

NEWESD101 PG has estimated that the contract value of this RFP is approximately one million four hundred seventy thousand dollars (\$1,470,000). Proposals in excess of this amount will be rejected as non-responsive and will not be evaluated. The NEWESD101 PG determined estimated contract value through a Cost Price Analysis conducted by staff of NEWESD 101 based on self-reported order history and 2022 food pricing.

8. SPECIFICATIONS

See Exhibit I for guidelines on product Specifications. Should any additional federal or governing agency regulations be imposed affecting national school meal program requirements, NEWESD101 PG retains the option to amend specifications to meet the additional requirements.

9. PAYMENT TERMS

Items shipped to the Vendor will be paid by the Vendor. Payment terms shall not be less than 30 days net unless prompt payment discount is offered and accepted. Proposals shall include Vendor's most favorable and competitive cost estimate.

10. AMERICANS WITH DISABILITIES ACT

NEWESD101 PG complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this RFP in an alternative format.

11. BUY AMERICAN

Proposer will comply with the Buy American Provision, which dictates that Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially using agricultural commodities that are produced in the US. Substantially means that over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. (7CFR 250.23 (a)(b), 250.17 (e)), (7CFR 210.21 (d)).

12. FEDERAL RESTRICTIONS ON LOBBYING

The Proposer must certify by signing and submitting the Proposer'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.

13. DEBARMENT AND SUSPENSION

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

Section B. GENERAL INFORMATION FOR VENDORS

1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in NEWESD101 PG for this procurement. All communication between the Consultant and NEWESD101 PG upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name:	Abigail Miller
Address:	4202 S Regal St, Spokane, WA 99223
Email Address:	abmiller@esd101.net

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 NEWESD101 PG. 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.

2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	NEWESD101 PG issues RFP	May 2, 2022
2.	Question and Answer period	May 2, 2022 – May 8, 2022
3.	NEWESD101 PG posts final Question and Answer Addendum or Amendment (if necessary)	May 9, 2022
4.	Complaints due	May 11, 2022
5.	Proposals due by 3 p.m. Pacific Standard Time (PST)	May 30, 2022
6.	NEWESD101 PG conducts evaluation of written proposals	May 31, 2022
7.	NEWESD101 PG conducts taste tests – samples from vendors to be sent to Cheney School District.	June 7, 2022
8.	NEWESD101 PG announces “Apparent Successful Vendor(s)” and sends notification to unsuccessful Vendor(s)	June 9, 2022
9.	NEWESD101 PG conducts debriefing conferences (if requested)	June 14, 2022
10.	Contract negotiation begins	June 9, 2022
11.	Anticipated contract start date	August 1, 2022

NEWESD101 PG reserves the right to revise the above schedule.

3. PROPOSER COMMUNICATION RESPONSIBILITIES

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

amendments will be made by the RFP Coordinator and provided by posting them on https://www.esd101.net/services/nutrition_cooperative as indicated above.

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 NEWESD101 PG 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 NEWESD101 PG can rectify the issue(s) early in the process. Complaints must be submitted to the RFP Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

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

Complaints not received by the deadline indicated in the Estimated Schedule of Procurement Activities, will not be reviewed by NEWESD101 PG. Vendors who fail to raise a complaint at this stage may waive its right for later consideration.

The RFP Coordinator will review valid complaints and respond to the petitioner in writing. NEWESD101 PG will consider all complaints but is not required to adopt a complaint, in part or in full. NEWESD101 PG's response to the complaint is final and not subject to appeal. The response, and any changes to the RFP, will be posted at https://www.esd101.net/services/nutrition_cooperative, prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

5. SUBMISSION OF PROPOSALS

Vendors shall submit proposals as an attachment to an email addressed to the RFP Coordinator, abmiller@esd101.net, as indicated in Section B1 (type RFP 202021-1 in the email subject line.) Attachments to the email shall be a Microsoft Word or Portable Document Format (PDF) document. Zipped files may be received by NEWESD101 PG and can be used for submission of proposals. NEWESD101 PG does not assume responsibility for any problems with the electronic delivery of materials. ***Proposals must be received by the RFP Coordinator by 3:00 p.m. on Monday, May 30, 2022.***

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

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of NEWESD101 PG and will not be returned.

6. WITHDRAWAL/MODIFICATION

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

After Proposal opening: No Proposal shall be altered or amended. NEWESD101 PG 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 NEWESD101 PG, may not submit a response to a subsequent RFP reissued by NEWESD101 PG.

NEWESD101 PG reserves the right to contact Proposer for clarification of Response contents.

7. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

A. CONFIDENTIAL DOCUMENTS

For the purposes of this RFP, do not include confidential or proprietary information unless specifically requested by NEWESD101 PG.

If NEWESD101 PG 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. PUBLIC RECORDS REQUESTS

If a public records request seeks your proposal and the proposal contains pages clearly marked "Confidential", NEWESD101 PG will take the following steps:

- i. We will notify you. We will identify the requestor and the date that NEWESD101 PG will disclose the requested records.
- ii. We will give you an opportunity to seek a court order to stop NEWESD101 PG from disclosing the records.
- iii. We will not evaluate or defend your claim of confidentiality. We will not withhold or redact your documents without a court order.

Refer questions to the [RFP Coordinator](#).

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 NEWESD101 website. For this purpose, the published consultant questions and NEWESD101 PG answers, and any other pertinent information, shall be considered an addendum to the RFP. Additionally, all addenda referred to above will be released on <https://www.esd101.net>. It will be the responsibility of interested Consultants to check the website periodically for addenda and amendments to the RFP.

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 [RCW 39-19](#), 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](#).

In accordance with [2CFR 200.321](#) steps must be taken to assure that small and minority businesses, women's business enterprises and surplus labor firms must be used when possible.

RCW 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, RCW 39.26, Section 1, and the Washington State Department of Enterprise Services Policy, encourages state agencies to buy from in-state small business, including microbusinesses and minibusinesses.

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

Self-Certification should be submitted with the Contractor Intake Form (Exhibit E).

10. ACCEPTANCE PERIOD

Proposals must provide sixty (60) days for acceptance by NEWESD101 PG from the due date for receipt of proposals.

11. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP. NEWESD101 PG 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 F, Sample Contract, except as permitted in an amendment to this Solicitation
- Failure to meet the minimum Proposer qualifications or to comply with any requirement set forth in this RFP, including Attachments
- Submission of incorrect, misleading or false information
- History of prior unsatisfactory contractual performance.

The RFP Coordinator may contact any Proposer for clarification of the Proposal. If a proposal is deemed non-responsive, it shall be removed from consideration. Vendors whose proposals are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing. Within three (3) business days following such notification, the Proposer may request a Debriefing Conference that shall be limited to the reasons Proposer was found to be non-responsive. Refer to Debriefing of Unsuccessful Proposers procedure in Section D.

If a proposal meets all administrative and Vendor qualification requirements and submittal instructions, NEWESD101 PG shall continue with the written evaluation and, if applicable, the oral evaluation.

NEWESD101 PG reserves the right at its sole discretion to waive minor administrative irregularities.

12. MOST FAVORABLE TERMS

NEWESD101 PG 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 Vendor can propose. There will be no best and final offer procedure. NEWESD101 PG reserves the right to contact a Proposer for clarification of its proposal.

The Vendor 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 Vendor's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to NEWESD101 PG.

13. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Vendor will be expected to enter into a contract which is substantially consistent with the same the sample contract and its General Terms and Conditions. In no event is a Proposer to submit its own standard contract terms and conditions in response to this RFP. The Proposer may submit exceptions as allowed in the Certifications and Assurances. NEWESD101 PG 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 NEWESD101 PG may immediately cease contract negotiations, declare the Vendor with the second highest score as the new Apparent Successful Vendor, and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

14. COSTS TO PROPOSE

NEWESD101 PG will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFP, in conducting a presentation, or any other activities related to responding to this RFP.

15. NO OBLIGATION TO CONTRACT

This RFP does not obligate NEWESD101 PG to contract for services specified herein. NEWESD101 PG also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

16. REJECTION OF PROPOSALS

NEWESD101 PG 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.

17. ESTIMATED USAGE

Quantities indicated in Exhibit I (in the Price Worksheet) are provided solely for the purpose of assisting Contractors in preparing their Response Documents as these are the only items that will be included in the overall pricing evaluation. Orders will be placed only on an as needed basis. Estimated usage data as stated herein shall not bind the NEWESD101 PG to purchase of said quantities. Usage estimates are based strictly upon historical data and may not reflect future requirements. The NEWESD101 PG does not represent or guarantee any minimum and/or maximum purchase.

18. INSURANCE COVERAGE

The Apparent Successful Vendor must comply with the insurance requirements identified in the General Terms and Conditions.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to NEWESD101 PG within fifteen (15) days of the contract effective date.

Section C. PROPOSAL CONTENTS

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

1. Letter of Submittal including signed:
 - a. Certifications and Assurances
 - b. Contractor Intake Form
2. Vendor Profile and References
3. Cost Proposal/Price Worksheet
4. Proposal Checklist

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

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

1. LETTER OF SUBMITTAL (MANDATORY)

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

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

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

2. VENDOR PROFILE/REFERENCES (SCORED)

A. Project Management

1. **Management Team** – Provide a description of the proposed management team structure to be used during the course of the potential contract term, including any subcontractors.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel.

B. Experience of the Vendor

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

C. References

In Exhibit B, Vendor Profile and References, list names, addresses, telephone numbers, and email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFP, the vendor and team members grant permission to NEWESD101 PG to contact these references and others, who from NEWESD101 PG's perspective, may have pertinent information. NEWESD101 PG may or may not, at NEWESD101 PG's discretion, contact these references or others. Do not include current NEWESD101 PG staff or Board Members as references.

D. Past Performance

Provide information regarding past performance by indicating if the Vendor has received notification of contract breach in the past five (5) years. This does not lead to automatic disqualification. However, NEWESD101 PG reserves the right to disqualify Vendor proposals based on the Vendor's historical performance.

3. PROPOSAL

A. Proposal Pricing

Proposal prices must include all cost components needed for the delivery of food items as described in this Solicitation document. All proposal pricing is to include FOB Destination (freight prepaid) to any location in Eastern Washington. Group rate pricing is preferred, but tiered delivery pricing proposals will be accepted. Minimal order amounts will be accepted and may be specified by case count or minimum dollar amount.

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

NEWESD101 PG makes no volume commitment in this solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this solicitation.

B. Price Sheet (SCORED)

Vendor shall extend unit pricing (cost per serving) as required. In the event of an error in the extension of prices, the unit pricing (cost per serving) shall prevail. Prices shall include all associated costs (e.g. brokerage, transportation, freight, or other fees, etc.). Prices are in US dollars. Vendor must complete Exhibit I, Price Worksheet. Proposals that do not include all products in the price worksheet will still be accepted. Higher scores will be awarded to vendors that can provide all requested products.

C. Product Information (Pass/Fail)

1. The most current CN Labels and/or manufacturer product formulation statements must be provided via email, Signed Certificates of Nutritional content or evidence of Child Nutrition (CN) Labeling Program approval and grading must be sent to the bid group as part of the proposal. The purpose of this requirement is to ensure that meals served under the National School Lunch Program meet the program requirements and to provide a means for properly determining the contribution of these products toward meal pattern requirements. The key criteria for the food item (components met for USDA school meal program, sodium levels, whole grain, using the standard 16 grams of creditable grains to equal 1oz eq of grain, meat and meat alternative, etc) and then stated the products must be CN labeled. Update nutritional information is required by the distributor for all new and updated products.

2. All grain products must be 51% Whole Grain Rich. Grain ounce-equivalency is based on USDA Policy Memo SP 30-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program, dated April 26, 2015, a product must either use the crediting equivalency of 16 grams of creditable (whole and/or enriched) grains per oz eq OR fulfill the weight requirement listed in Exhibit A: School Lunch and Breakfast - Whole Grain-Rich Ounce Equivalency (Oz Eq) Requirements for School Meal Programs.
3. Washington Products – Locally Sourced Products. Goods manufactured or produced in Washington shall be preferred if price, availability and quality are otherwise equal. If item is produced or manufactured in Washington indicate produced or partially Produced in Washington in the notes section of Exhibit I, Specifications and Price Worksheet.

D. Price Adjustments

NEWESD101 PG encourages all vendors to quote prices on the basis that they will be increased or decreased as the market costs fluctuate. **Changes in prices may not occur more than once in a four-week period.** School Food Authorities (SFAs) must be notified prior to price increases. SFAs must be given notification of price increases 30 days prior to implementation if at all possible along with justification for the increase. It is the expectation of the NEWESD101 PG that the fixed fee will not change during the contract period and any subsequent renewals, but that the manufacturer's cost may vary. Initial product pricing submitted on RFP spreadsheet will be as of May 1, 2022.

Cost is defined as the manufacturer's cost to the distributor plus the industry standard of freight cost to the distributor's dock minus any rebates or quantity discounts.

E. Substitutions

If a vendor is temporarily out of stock of a particular item, an equal or superior product may be delivered, with prior approval of the SFA. If product pricing will increase as a result, then specifications listed in section 3.C "Price Adjustments" must be followed. If a vendor is unable to deliver a product or an approved substitute, NEWESD101 PG member districts shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The vendor shall not change or substitute a product brand or specification of any product without approval of the NEWESD101 PG. Substitute products must meet all child nutrition standards as outlined in Exhibit I Specifications. SFAs must be provided with manufacture spec sheets prior to substitution delivery.

In the event new products are introduced into the market place that will better serve the NEWESD101 PG's interests, the NEWESD101 PG may elect to substitute the new product for a like item contracted in the RFP.

F. Stocking Product

At a minimum 90% of items listed in Exhibit G must be in stock and available for sale to all customers. Special order items must not exceed 10% of total product. Items specified **"or equal to" or "distributor's choice"** will be accepted only if the item meets the same quality and nutritional value as the brand specified.

G. Annual Adjustment of Fixed Fee

Increases in pricing for the second and ensuing years of the agreement may be opened to negotiations with NEWESD101 PG. NEWESD101 PG will require the successful vendor to furnish evidence of increased costs of doing business, but under no circumstances shall this increase exceed the U.S. Implicit Price Deflator of the preceding year. Such fee changes, if approved, will be effective August 1 and will remain constant throughout the contract year.

H. Non-RFP Items

The SFA(s) may elect to purchase from awarded vendor additional food and supply items not specifically priced in the RFP. Such items may be stock or non-stock items. Prices for such non-RFP items shall comply with all pricing procedures outlined within this RFP. These additional purchases shall not exceed 110% of the anticipated contract value.

I. Shipping Terms

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

J. Samples

NEWESD101 PG reserves the right to ask for samples at Vendor's expense.

All samples provided to NEWESD101 PG shall be identical to products quoted by Vendor and shall be labeled with Vendor's name, stock number, proposal number, and solicitation line item number on the outside of each case. All samples are an express warranty, which shall also apply to all products provided under this contract. Vendors failing to comply with this requirement may have their proposal rejected or contract terminated.

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 NEWESD101 PG 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 NEWESD101 PG and will not be returned.

K. Use of Subcontractors

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

NEWESD101 PG may accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendor must state whether Subcontractors are/are not being used.

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

NEWESD101 PG reserves the right to approve or reject any and all Subcontractors the Vendor proposes.

L. Required Processing Reports to NEWESD101 PG

All contracted vendors will use either Processor Link or K12Foodservice to track member districts' commodity balances for Net Off Invoice (NOI) items and ensure that they are updated on a timely basis.

Section D. EVALUATION AND CONTRACT AWARD

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 NEWESD101 PG, which will determine the ranking of the proposals.

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 Chapter 236-48 WAC, NEWESD101 PG 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 NEWESD101 PG.

In the event an awarded contractor cannot fulfill purchase orders submitted, NEWESD101 PG reserves the right to re-award a contract to the next highest scored Vendor.

3. EVALUATION PROCESS AND SCORING

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

A. Initial Determination of Responsiveness

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified 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.

NEWESD101 PG 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, NEWESD101 PG 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, judgment, experience, and efficiency of the Vendor;
- c) Whether the Vendor can perform the contract within the time specified (fulfillment of purchase orders);
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the 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 G, Specifications.

During Response evaluation, NEWESD101 PG reserves the right to make reasonable inquiry to determine the responsibility of any Vendor. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Vendor's offer, and on-site inspection of Vendor's or Vendor's subcontractor's facilities. Failure to respond to said request(s) may result in Response being rejected as non-responsive.

C. Scoring

The following criteria describe how the evaluation and award process will be conducted for the NEWESD101 PG Prime Vendor Bid.

The Award will be based on the total acquisition cost and evaluation points by item, group of items or aggregate total (category) depending on what is deemed by NEWESD101 PG to be in the best interest of member districts.

Scores will be totaled to determine successful vendor(s).

Criteria for scoring shall be:

- a) **General Specifications/Nutritionals** – (please see Exhibit G, Specifications)
Pass / Fail on listed areas.
- b) **Business Stability/References – 10 Points possible**
NEWESD101 PG will evaluate all submissions and award points based on reference checks and historical performance of vendor.
- b) **Customer Service – 30 Points**
Customer service points will be awarded based on proposal and history of performance. Additional services such as twice weekly deliveries, additional customer support personnel, and reduced delivery fees will be awarded with additional customer service points.
- c) **Price – 55 Points possible** (scored by NEWESD101 PG RFP Coordinator or designee)
Cost per serving and/or cost per ounce will be used in the evaluation process to determine lowest competitive pricing. The scoring chart below will be used for each

of the items on this solicitation.

Vendor/Processor	Vendor item ID Code	Description Example: Breadstick or similar item filled or topped with cheese	Cost per Serving	Points Awarded
			Lowest cost per/serving	55 pts
			Second lowest cost per serving	50 pts
			Third lowest cost per serving	45 pts
			Fourth lowest cost per serving	40 pts

d) **Acceptability – Flavor, Texture, Appearance – 25 Points possible**

Taste tests will be conducted on items noted in the specifications, by LEAs that are contracted with NEWESD101 PG child nutrition services. Taste tests will be conducted by designated NEWESD101 PG members.

LEAs will provide the results of the taste test to NEWESD101 PG in descending order

of

preference. The results from all LEAs will be combined and assigned the following points:

Vendor/Processor	Vendor item ID Code	Description Example: Breadstick or similar item filled or topped with cheese	Taste Testing	Points Awarded
			Highest taste test score	45 pts
			Second highest taste test score	40 pts
			Third highest taste test score	35 pts
			Fourth highest taste test score	30 pts

If two or more vendors' scores are exactly equal, the award will be offered to the vendor whose products are the most advantageous for National School Lunch and School Breakfast Program menu planning purposes⁴. NOTIFICATION TO VENDORS

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

4. NOTIFICATION TO VENDORS

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

5. DEBRIEFING OF UNSUCCESSFUL VENDORS

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

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

Please note, because the debrief process must occur before making an award, NEWESD101 PG likely will schedule the Debrief Conference shortly after the announcement of the ASV and the Vendor's request for a Debrief Conference. NEWESD101 PG will not allow the debrief process to delay the award. Therefore, Vendors should plan for contingencies and alternate representatives; Vendors who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

6. PROTEST PROCEDURE

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

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

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state 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. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

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

- A matter of bias, discrimination or conflict of interest on the part of the evaluator/evaluation team;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or NEWESD101 PG 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) NEWESD101 PG'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 NEWESD101 PG. The NEWESD101 PG Board, RFP Coordinator or a designee who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified.

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

The final determination of the protest shall:

- Find the protest lacking in merit and uphold NEWESD101 PG's action; or
- Find only technical or harmless errors in NEWESD101 PG's procurement process and determine NEWESD101 PG to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide NEWESD101 PG 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 NEWESD101 PG determines that the protest is without merit, NEWESD101 PG will enter into a contract with the Apparent Successful Vendor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

Section E. RFP EXHIBITS

Exhibit A Certifications and Assurances
Exhibit B Vendor Profile and References
Exhibit C Contractor Intake Form
Exhibit D NEWESD101 PG Membership Information
Exhibit E Code of Conduct
Exhibit F Sample Contract
Exhibit G General Terms and Conditions
Exhibit H Proposal Checklist

Separate Attachments

Exhibit I: Specifications & Price Worksheet

EXHIBIT A: CERTIFICATION AND ASSURANCES

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

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

1. Vendor declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Vendor may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by NEWESD101 PG without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) day period.
4. In preparing this proposal, Vendor has not been assisted by any current or former employee of the NEWESD101 PG whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Vendor understands that NEWESD101 PG will not reimburse Vendor for any costs incurred in the preparation of this proposal. All proposals become the property of NEWESD101 PG, and Vendor claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor.
7. Vendor agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Vendor has described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Vendor grants NEWESD101 PG the right to contact references and others, who may have pertinent information regarding the Vendor's prior experience and ability to perform the services outlined in this procurement.
10. Vendor acknowledges that if awarded a contract with NEWESD101 PG, Vendor is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Vendor agrees to submit additional information about its nondiscrimination policies, at any time, if requested by NEWESD101 PG.
11. Vendor certifies that Vendor has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).

12. Vendor has not been debarred or otherwise restricted from participating in any public contracts.
13. Vendor certifies that Vendor has not willfully violated Washington State's wage payment laws within the last three (3) years.
14. Vendor acknowledges its obligation to notify NEWESD101 PG of any changes in the certifications and assurances above.

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

Signature of Vendor	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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EXHIBIT B: VENDOR PROFILE AND REFERENCES

COMPANY INFORMATION

Contractor Information: Provide below, the information which will be used for contract administration: For example: the legal business name, legal status (e.g., corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom NEWESD101 PG may execute any Contract arising from this RFP, including the names and titles of Vendor's principal officers.

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

6. Billing will be from: _____

7. Payment will be sent to: _____

8. Hold and Recall Contact Information: _____

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

REFERENCES

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

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

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

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

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

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

SALES AND ORDERING INFORMATION

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

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

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

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

EXHIBIT C: CONTRACTOR INTAKE FORM

All potential Contractors or Governmental Entities must sign and submit this form before a NEWESD101 PG contract or Agreement is offered.

1. CONTRACTOR NAME (AS LEGALLY REGISTERED WITH THE IRS):		CONTRACTOR DBA (DOING BUSINESS AS) NAME:	
2. CONTRACTOR ADDRESS & CONTACT INFORMATION:			
ADDRESS (NUMBER, STREET, AND APT OR SUITE)	CITY	STATE	ZIP CODE
BUSINESS PHONE NUMBER	BUSINESS FAX NUMBER		
CONTRACT MANAGER NAME	CONTRACT MANAGER EMAIL ADDRESS		
CONTRACT MANAGER PHONE NUMBER	CONTRACT MANAGER FAX		
3. CONTRACTOR LICENSE:			
Do you have a current Washington State business license?		Yes	No
Have you had any contract to provide services terminated for default? Yes No	If you do not have a Washington State business license, explain why you are exempt from registering your business with the State of Washington.		
If yes, please attach a list of each terminated contract with an explanation of the situation involved.	To file for a Master Business Application, visit www.dor.wa.gov .		
4. BUSINESS INFORMATION:			
How is your business organized? Please select	If filing as Corporation, non-profit, attach a copy of 501(c) status.		
Is your business a small, women/minority, or veteran-owned business" as defined in Chapter 39.26.010 RCW ? Yes No	If yes, please complete and submit the Self-Certification Statement with this form. Refer to Chapter 39.26.010 RCW for more information.		
TAXPAYER IDENTIFICATION NUMBER (TIN) SSN: - EIN: -	For individuals, this is your Social Security Number (SSN). For other entities (corporations, school districts, etc.) this is your Employer Identification Number (EIN).		
STATEWIDE VENDOR NUMBER SWV -	Individuals awarded contracts with NEWESD101 PG are required to register as a Statewide Vendor. Visit the Department of Enterprise Services to register as a Statewide Vendor .		
5. WASHINGTON STATE EMPLOYMENT (Not applicable to ESDs, School Districts, and State Agencies):			
Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington? *Yes No N/A			
If yes: Current or			
Former If you checked Yes, you may be required to seek guidance from the Executive Ethics Board ; NEWESD101 PG will contact you for clarification about your current/former role.			
*District and Educational Service District employees are not considered state employees for this purpose. As a reminder, please check with your employer regarding their outside work policies.			

6. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify NEWESD101 PG of any changes in any statement.	
CONTRACTOR SIGNATURE	DATE
PRINTED NAME	TITLE

EXHIBIT D: NEWESD101 PG MEMBERSHIP INFORMATION

School District	Address	Contact Person	Phone	Email
Cheney	12414 S Andrus Rd, Cheney, WA 99004	Chef LJ Klickenberg	509 559 4599	jklinkenberg@cheneysd.org
Chewelah	210 N Park St, Chewelah, WA 99109	Pam Hergesheimer	509 685 6800	phergesheimer@chewelakhk12.us
Columbia	4961B Hunters Co Shop Rd, Hunters, WA 99137	Lora Storgion	509 722 3278	lstorgion@columbia206.net
Colville	217 S Hofstetter St, Colville, WA 99114	Ethel Buckley	509 684 7850	ebuckley@colsd.org
Curlew	47 Curlew School Rd, Curlew, WA 99118	Chris Miller	509 779 4931	chrMiller@curlew.wednet.edu
Garfield	810 3rd St, Garfield, WA 99130	Stevie Pfaff	509 635 1331	spfaff@garpal.net
Newport	1380 W 5th St, Newport, WA 99156	Sheila Myrvang	509 447 3167	myrvangsheila@newportgriz.com
Northport	120 Summit Ave, Northport, WA 99157	Andrea Corcoran	509 732 4441	acorcoran@northportschools.org
Onion Creek	2006 Lotze Creek Rd, Colville, WA 99114	Matt Thompson	509 732 4240	mthompson@ocsd30.org
Palouse	600 E Alder ST, Palouse, WA 99161	Debbie Mitzimberg	509 878 1921	dmitzimberg@garpal.net
Washtucna	730 Booth Ave, Washtucna, WA 99371	Tabitha Canario	509 646 3237	tcanario@tucna.wednet.edu

EXHIBIT E: CODE OF CONDUCT

Code of Conduct for Eastern Washington Purchasing Cooperative (NEWESD101 PG) SY 2022-2023

Pursuant to 2 CFR 200.318 (c) (1), a code of conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by USDA Food and Nutrition Program Funds. The written standards of conduct must comply with the federal rule. At a minimum, the standards should include:

1. No employee, officer or agent of NEWESD101 PG member districts shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award or in any tangible personal benefit offered by the firm:

- a. The employee, officer, or agent;
 - b. His or her partner;
 - c. Any member of his or her immediate family;
 - d. An organization which employs or is about to employ one of the above.
2. The NEWESD101 PG member district employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, political contractors, or parties to sub-agreements. Trivial benefits not to exceed a value of fifty dollars (\$50.00) incidental to personal, professional or business contracts and involving no substantial risk of undermining official impartiality may be permitted.
 3. Penalties for violations of the standards of code of conduct of the NEWESD101 PG member districts may include any or all of the following:
 - a. Reprimand or other disciplinary action by Board or Business Owner
 - b. Dismissal by Board or Business Owner
 - c. Additional legal action necessary

The non-Federal entity must maintain a written code of standards of conduct; establish procurement procedures and all procurement transactions shall be conducted in a manner that provides the maximum of free and open competition. These procedures must reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.318. An institution should not knowingly do business with a company that is debarred or suspended.

Consult with local legal advisors on the statutes applicable to each institution so the policy may be tailored to your facility.

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

Contract No. _____

between

NORTHEAST WASHINGTON ESD101
(hereinafter referred to as NEWESD101)
4202 S. Regal St,
Spokane, WA 99223

and

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

Federal Identification # - [REDACTED]
Unified Business Identifier # - - [REDACTED]

In consideration of the promises and conditions contained herein, NEWESD101 PG and Contractor do mutually agree as follows:

I. DUTIES OF THE CONTRACTOR

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

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

B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the following specific duties to the satisfaction of the NEWESD101 PG's designee, [NEWESD101 PG RFP Coordinator]:

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

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

[Deliverables may be listed here.]

All written reports/documents required under this contract must be delivered to the NEWESD101 PG's designee or RFP coordinator in accordance with the schedule above.

II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

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

The schedule of performance of Contractor's duties is as follows:

[start date], or date of execution, whichever is later, through [end date].

III. DUTIES OF THE NEWESD101 PG

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, districts contracting with NEWESD101 PG will order Contractor products at a rate not to exceed a total of \$. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

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

Funds for the payment of this contract are provided by member districts and our distributor FSA.

Payment shall be made to the Contractor as follows:

Invoice(s) will be paid only after approval by the NEWESD101 PG's distributor or member district.

IV. RENEWAL (OPTIONAL CLAUSE)

NEWESD101 PG has the right to renew this contract in whole or in part for the year(s) [renewal year (s)] by giving notice on or before [date] to the Contractor, unless an emergency exists, and/or special circumstances require a partial term extension. If NEWESD101 PG 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 NEWESD101 PG 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	NEWESD101 PG
[Contract Manager's Name]	Abigail Miller
[Contract Manager's Title]	Regional Child Nutrition Coordinator NEWESD101
[Contract Manager's Address]	4202 S Regal St, Spokane WA 99223
Phone: () -	Phone: 509-789-3557
Fax: () -	
Email: [Contract Manager's Email Address]	Email: abmiller@esd101.net

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 NEWESD101 PG's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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

[Contractor Name]

NorthEast Washington ESD101

Signature

Title

XXX, NEWESD101 Board Chair

Print Name

Date

Print Name

Date

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

Non-profit organization? ☐ yes* ☐ no

*If yes, under what IRS section?

Please attach a copy.

EXHIBIT G: GENERAL TERMS AND CONDITIONS

Contract for Services GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the NEWESD101 PG and contracted districts at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the NEWESD101 PG.
5. **Assurances.** The NEWESD101 PG 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 NEWESD101 PG, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. Member districts with commodity balances may order any item from the contractor that has a NPA and the contractor has provided pricing to the NEWESD101 PG. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the NEWESD101 PG.
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 NEWESD101 PG if, during the term of this contract, Contractor becomes debarred. The NEWESD101 PG 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 NEWESD101 PG 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 NEWESD101 PG 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 NEWESD101 PG 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 NEWESD101 PG 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 NEWESD101 PG shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the NEWESD101 PG and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.
- 16. Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
- 17. Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and RCW 41.06.250 prohibiting the use of public resources for political purposes.
- 18. Force Majeure.** Neither party shall be liable for any delay in or impairment of performance resulting in whole or in part from fire, floods or other catastrophes, acts of God, severe weather conditions; strikes, lockouts or labor disruptions; war, riots, embargo delays, raw material market conditions, the inability to procure supplies or raw materials; or shortages of transportation equipment, fuel or labor; or any other circumstance or cause beyond the reasonable control of the party. Additionally, manufacture, shipment and delivery are subject to any prohibition, restriction, priority allocation regulation or condition imposed by or on behalf of the United States of America or any other governmental body with appropriate jurisdiction which may prevent or interfere with fulfillment of any order.
- 19. Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Pierce County.
- 20. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the NEWESD101 PG and all officials, agents, and employees of the NEWESD101 PG, 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 NEWESD101 PG 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 NEWESD101 PG'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 NEWESD101 PG 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 NEWESD101 PG and its agents, employees, or officials.

21. Independent Capacity of the Contractor. The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her employees or agents performing under this Contract are not employees or agents of the NEWESD101 PG. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the NEWESD101 PG by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

22. Insurance.

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

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

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the NEWESD101 PG, 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 NEWESD101 PG incurs fines or is required by law to provide

benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the NEWESD101 PG 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 NEWESD101 PG by the Contractor pursuant to the indemnity may be deducted from any payments owed by the NEWESD101 PG 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 NEWESD101 PG, 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 NorthEast Washington ESD101 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 NEWESD101 PG 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 NEWESD101 PG confirming the existence, terms and conditions of all insurance required above shall be delivered to the NEWESD101 PG 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 NEWESD101 PG's option. By requiring insurance herein, NEWESD101 PG 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 NEWESD101 PG in this Contract.

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

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

24. Limitation of Authority. Only the NEWESD101 PG or the NEWESD101 PG'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 of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the NEWESD101 PG.

25. Non-Discrimination. The Contractor shall comply with all the federal and state nondiscrimination laws, regulations and policies, which are otherwise applicable to the NEWESD101 PG. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. The Contractor shall notify the NEWESD101 PG immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the NEWESD101 PG.

26. Payments. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by either the NEWESD101 PG awarded distributor or a member district. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract under Duties of the NEWESD101 PG.

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.

27. Public Disclosure. Contractor acknowledges that the NEWESD101 PG is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Contract shall be a public record as defined in 42.56 RCW. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the NEWESD101 PG shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the NEWESD101 PG 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 NEWESD101 PG will release the requested information on the date specified.

28. Publicity. The Contractor agrees to submit to the NEWESD101 PG all advertising and publicity matters relating to this Contract which in the NEWESD101 PG's judgment, NEWESD101 PG'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 NEWESD101 PG.

29. 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.

30. 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 NEWESD101 PG, personnel duly authorized by the NEWESD101 PG, 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.

31. Right of Inspection. The Contractor shall provide right of access to its facilities to the NEWESD101 PG 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 NEWESD101 PG. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

32. 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.

33. Site Security. While on NEWESD101 PG member district or distributor premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. 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 NEWESD101 PG. 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 NEWESD101 PG 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 NEWESD101 PG determines in its sole judgment that any subcontractor is incompetent, the NEWESD101 PG 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 NEWESD101 PG 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 NEWESD101 PG.

35. 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.

36. Termination for Convenience. Except as otherwise provided in this Contract, the NEWESD101 PG or NEWESD101 PG'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 NEWESD101 PG 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.

37. Termination for Default. In the event the NEWESD101 PG determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the NEWESD101 PG has the right to suspend or terminate this Contract. The NEWESD101 PG 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 NEWESD101 PG 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 NEWESD101 PG 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 NEWESD101 PG provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

38. 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 NEWESD101 PG's discretion, the NEWESD101 PG may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At NEWESD101 PG's discretion, the NEWESD101 PG may give written notice to Contractor to suspend performance when NEWESD101 PG 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 NEWESD101 PG 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 NEWESD101 PG and an acceptable date cannot be negotiated, NEWESD101 PG 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. NEWESD101 PG 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. NEWESD101 PG 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. NEWESD101 PG 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 NEWESD101 PG in the event the termination option in this section is exercised.

d. For purposes of this section, "written notice" may include email.

39. Termination Procedure. Upon termination of this Contract the NEWESD101 PG, in addition to other rights provided in this Contract, may require the Contractor to deliver to the NEWESD101 PG awarded distributor or member districts any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The NEWESD101 PG awarded distributor or member districts shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the NEWESD101 PG and the amount agreed upon by the Contractor and the NEWESD101 PG 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 NEWESD101 PG, and (d) the protection and preservation of the property, unless the termination is for default, in which case the NEWESD101 PG 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 NEWESD101 PG may withhold from any amounts due to the Contractor such sum as the NEWESD101 PG determines to be necessary to protect the NEWESD101 PG against potential loss or liability.

The rights and remedies of the NEWESD101 PG 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 NEWESD101 PG, 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 NEWESD101 PG, in the manner, at the times, and to the extent directed by the NEWESD101 PG, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the NEWESD101 PG 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 NEWESD101 PG to the extent the

NEWESD101 PG may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to the NEWESD101 PG and deliver, in the manner, at the times and to the extent as directed by the NEWESD101 PG, any property which, if the Contract had been completed, would have been required to be furnished to the NEWESD101 PG;
- f. Complete performance of such part of the work not terminated by the NEWESD101 PG; and
- g. Take such action as may be necessary, or as the NEWESD101 PG 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 NEWESD101 PG has or may acquire an interest.

40. Treatment of Assets. Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this Contract with monies paid by the NEWESD101 PG member districts shall vest in the NEWESD101 PG member district, except for supplies consumed in performing this Contract. The Contractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property NEWESD101 PG and, (3) surrender property and title to the NEWESD101 PG member district without charge prior to settlement upon completion, termination or cancellation of this Contract.

Any property of the NEWESD101 PG member districts furnished to the Contractor shall, unless otherwise provided herein, or approved by the NEWESD101 PG, be used only for the performance of the Contract.

The Contractor shall be responsible for any loss or damage to property of the NEWESD101 PG member districts which results from the negligence of the Contractor which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify the NEWESD101 PG and take all reasonable steps to protect the property from further damage.

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

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

EXHIBIT H: PROPOSAL CHECKLIST

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

Included in Proposal	Component
<input type="checkbox"/>	Letter of Submittal
<input type="checkbox"/>	Exhibit A Certifications and Assurances
<input type="checkbox"/>	Exhibit B Vendor Profile and References
<input type="checkbox"/>	Exhibit C Contractor Intake Form
<input type="checkbox"/>	Small Business Self-Certification, if applicable (see Contractor Intake Form)
<input type="checkbox"/>	Exhibit I Price Worksheet/Specifications
<input type="checkbox"/>	Nutritional Data Sheets for Items Submitted