

State of Washington
Office of Superintendent of Public Instruction
Child Nutrition Food Distribution Program
234 8th Avenue SE, Olympia, Washington 98501
PO Box 47211, Olympia, Washington 98504

REQUEST FOR PROPOSAL (RFP)

Statewide Warehousing and Delivery of USDA Foods

Solicitation Number	Bid due date and time
2018-09	March 20, 2018– 3:00PM PST

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Procurement Coordinator
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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 Office of Superintendent of Public Instruction (OSPI). Bidders 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 Bidder.

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

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

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BIDDER'S AUTHORIZED OFFER

(BID SIGNATURE PAGE)

Statewide Warehousing and Delivery of USDA Foods

Issued by the Superintendent of Public Instruction, Child Nutrition Services

Bidder must sign and date the Certification and Assurances and submit with proposal.

Certifications and Assurances

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

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

10. Bidder acknowledges that if awarded a contract with OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OSPI.
11. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.312.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
12. Bidder has not been debarred or otherwise restricted from participating in any public contracts.
13. Bidder certifies that Bidder has not willfully violated Washington State's wage payment laws within the last three years.
14. Bidder acknowledges its obligation to notify OSPI of any changes in the certifications and assurances above.

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

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

CHECKLIST

This checklist is provided for Bidder's convenience only and identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.

- | | |
|---|--------------------------|
| Certifications and Assurances | <input type="checkbox"/> |
| Signed Bidder's Authorized Offer | <input type="checkbox"/> |
| Bid Amendment(s) <i>(if applicable)</i> | <input type="checkbox"/> |
| Appendix E – Bidder Profile | |
| ○ Bidder Profile | |
| ○ Non Cost Submittals/ Certifications | |
| ○ Contractor Intake Form | |
| Appendix F – Price Worksheets | <input type="checkbox"/> |
| Appendix G – Technical Specifications | <input type="checkbox"/> |

DEFINITION OF TERMS

Definitions for the purposes of this RFP include:

ASB – Apparent Successful Bidder.

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

Bidder – Individual or company (firm, state agency, etc.) submitting a proposal in order to attain a contract with OSPI.

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

LEA – Local Education Agency. LEAs are generally known as public school districts and private schools.

OSPI – Office of Superintendent of Public Instruction is the agency of the State of Washington that is issuing this RFP.

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

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

Purchaser – OSPI is the primary Purchaser, however, some LEAs will be purchasers depending on their agreement with the Contractor.

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 Bidder community to suggest various approaches to meet the need at a given price.

USDA – United States Department of Agriculture

USDA Foods – End use food products either dry, refrigerated or frozen offered and purchased by USDA to be distributed for support in meal programs. Typically they come from USDA direct vendors or a national processor agreement arranged by OSPI.

1 SUMMARY OF OPPORTUNITY

1.1 PURPOSE

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

This solicitation is to establish a state contract to replace existing state contracts CN10009, CN10014, and CN10019.

1.2 CONTRACT SCOPE

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

1.3 BACKGROUND

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

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

- Receive USDA Foods at dock edge.
- Store USDA Foods following Hazard Analysis Critical Control Point (HAACP) Standards and principles outlined in the Food Safety Modernization Act.
- Handle, pick orders, palletize for outbound shipment with HAACP standards in place.
- Deliver orders to LEAs.
- Have provisions in place to account for Holds, Recalls, or Disposal of product that may arise in the normal course of business. The procedure shall conform to all federal, state and local health regulations.
- USDA Foods Inventory and Distribution locations can be found in [Appendix D](#).
Starting with SY 18/19 ALL LEAs will receive deliveries to their location.
- Technical Specifications are outlined in [Appendix G](#)

There are currently 335 participating LEAs in Washington. Of these, there are 150 LEAs located in Eastern Washington and 185 LEAs in Western Washington. The dividing point is the cascade mountain range, which separates East and West. The number of LEAs participating in the Food Distribution Program may increase or decrease during the contract period. Any new LEAs added to the Food Distribution Program must be provided services at the same level and in accordance with all the terms and conditions of the contract. In addition, the Food Distribution Program is subject to change in terms of volume and types of products available. This may affect the amount of storage space needed.

Distribution History for July 1, 2016 – June 30, 2017

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

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

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

Average cases shipped per month

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

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

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

1.4 PURCHASERS

The resulting contract is for use by purchasers, with the primary purchaser being OSPI. The resulting contract terms must also be made available to LEAs who may have a need for additional logistic services based upon contractor's agreement.

LEAs who choose to utilize this contract within its specified scope as outlined in the contract can do so provided they reach a memorandum of understanding with Contractor. OSPI will not be responsible for any fees associated with this memorandum of understanding as it is between the Contactor and LEA.

1.5 CONTRACT TERM

The initial term of this contract is from July 1, 2018 until June 30, 2020 with the option to extend for additional term(s) or portions thereof. Extensions for each additional term(s) or portion thereof shall be exercised at the sole discretion of OSPI upon written notice to the Contractor. The total contract term, including the initial term and all subsequent extensions, shall not exceed five (5) years unless an emergency exists and/or special circumstances require a partial term extension. OSPI reserves the right to extend with all or some of the contractors, solely determined by OSPI.

1.6 ESTIMATED USAGE

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

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

1.7 EXPECTED RESULT

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

1.8 AWARD

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

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

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

2 SOLICITATION OVERVIEW

2.1 ACQUISITION AUTHORITY

OSPI issues this RFP acting under the authority of its enabling legislation Revised Code of Washington ([RCW 43.19](#)) and Code of Federal Regulations ([2 CFR 200.317](#)) which establishes OSPI and regulates the manner in which state agencies may acquire general goods and services.

2.2 CONTRACT FORMATION

A Bid submitted in response to the Solicitation is an offer to contract with OSPI. A Bid or Proposal becomes a contract only when legally awarded and accepted in writing by OSPI.

2.3 MODEL CONTRACT

A Model Contract has been included as Appendix B.

To be Responsive, Bidders must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B by signing the *BIDDER'S AUTHORIZED OFFER*. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of OSPI, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Bidder to submit their own standard contract terms and conditions as a Response to this solicitation. Bidder must review and identify the language in Appendix B that Bidder finds problematic, state the issue, and propose the language or contract modification Bidder is requesting. All of Bidder's exceptions to the contract terms and conditions in the Contract must be submitted within the Response, attached to the *BIDDER'S AUTHORIZED OFFER*. OSPI expects the final Contract signed by the Successful Bidder to be substantially the same as the contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The Successful Bidder will be expected to execute the Contract within ten (10) Business Days of receipt of the final Contract. If the selected Bidder fails to sign the Contract within the ten (10) Business days', OSPI may consider the Successful Bidder to be non-responsive and elect to cancel the award, and award the Contract to the next ranked Bidder, or cancel or reissue this solicitation. Bidder's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

2.4 SOLICITATION AMENDMENTS

Prior to due date and time, OSPI reserves the right to change portions of this RFP. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original solicitation directly via Washington Electronic Business Solution (WEBS) system will receive notification of amendments and other correspondence pertinent to the RFP Solicitation.

2.5 INCORPORATION OF DOCUMENTS INTO CONTRACT

This Solicitation document, any subsequent Amendments and the Bidder's Response will be incorporated into the resulting Contract.

2.6 RIGHT TO CANCEL

OSPI reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

2.7 NON-ENDORSEMENT AND PUBLICITY

In selecting a Bidder to supply Warehousing and Delivery of USDA Foods to the State of Washington Purchasers, neither OSPI nor the Purchasers are endorsing the Bidder's Products or Services, nor suggesting that they are the best or only solution to their needs.

2.8 SMALL BUSINESS, WOMEN, MINORITY OR VETERAN-OWNED

In accordance with the legislative findings and policies set forth in RCW chapter [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 & Women's Business Enterprises](#).

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 the [Washington State Department of Veterans Affairs](#).

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

However, no preference will be included in the evaluation of proposals, no minimum level of OMWBE 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.

3 TIMELINE

3.1 PROCUREMENT SCHEDULE

The dates listed below represent the estimated schedule of procurement activities. OSPI reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to bid opening, will be sent electronically to all properly registered users of the Department of Enterprise Services (DES) Washington Electronic Business Solution (WEBS).

Estimated Schedule

Date	Time	Event
02/20/2018		Issue Solicitation document (Available for download from www.des.wa.gov)
02/20/2018-03/09/2018		Question and Answer Period (electronic submittals only)
03/13/2018		Amendment issued, if applicable (bidders should begin checking the website for any amendments)
03/20/2018	3:00 PM PST	Bid Submittal Due Date
03/21/2018		Evaluation begins
04/17/2018		Anticipated Award Date

NOTE: Bid information, including price sheets, will not be available for public disclosure until after award of the contract consistent with [RCW 43.19.1911\(8\)](#). After award, information regarding results of the solicitation may be obtained by contacting the OSPI Public Disclosure Officer: <http://www.k12.wa.us/publicrecordsrequest/>

3.2 CONTRACT INFORMATION AVAILABILITY AFTER AWARD

Upon award, written notification will be sent to all bidders. After award, information regarding results of the solicitation may be obtained by contacting the OSPI Public Disclosure Officer. <http://www.k12.wa.us/publicrecordsrequest/>

Bidders may submit a public disclosure request to either schedule an appointment to review the procurement file or obtain specific documents.

3.3 PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with *Appendix A Protest Procedure*.

3.4 COMPLAINT PROCEDURE

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

A Bidder 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.
- The solicitation requirements are inadequate or insufficient to prepare a response.

Bidders may submit complaints during the Question and Answer period as outlined in the Estimated Schedule of Procurement Activities. However, Bidders are encouraged to submit complaints as soon as possible so OSPI can rectify the issue(s) early in the process.

Complaints must be submitted to the RFP Procurement Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by the OSPI Procurement Coordinator.

The OSPI Procurement Coordinator or an employee delegated by the Procurement Coordinator will review valid complaints and respond in writing. The response, and any changes to the RFP will be posted to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

4 INSTRUCTIONS TO BIDDERS

This section contains instructions for bidders regarding the preparation and submission of the bid.

4.1 AUTHORIZED COMMUNICATION

Upon release of this RFP, all Bidder communications concerning this solicitation must be directed to the Procurement Coordinator listed below. Unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in

disqualification. All oral communications will be considered unofficial and non-binding to OSPI. Bidders should rely only on written statements issued by the Procurement Coordinator.

Procurement Coordinator	Brenda Merritt
Office of Superintendent of Public Instruction	E-mail: brenda.merritt@k12.wa.us
Child Nutrition Food Distribution	Telephone: 360-725-6185
PO Box 47211	
Olympia, WA 98504-7211	

4.2 BIDDER COMMUNICATION RESPONSIBILITIES

Bidders will be responsible for communicating to the Procurement Coordinator any issues, questions, additions or omissions concerning the solicitation during the question and answer period. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted via e-mail to the Procurement Coordinator by the deadline for Bidder Questions, Comments, and Complaints consistent with section 3.1 *Procurement Schedule*. The solicitation process may continue. If changes result, written amendments will be made by the Procurement Coordinator and provided by posting them on WEBS as indicated above.

It is imperative for bidders to review and scrutinize the RFP and address any questions during the question and answer period via e-mail to the Procurement Coordinator as a Bidder Inquiry in accordance with the projected schedule identified in section 3.1 *Procurement Schedule*.

4.3 BIDDER AUTHORIZED REPRESENTATIVE

Bidder must designate an Authorized Representative who will be the principal point of contact for the OSPI Procurement Coordinator for the duration of this RFP process. Bidder shall complete this section of *Appendix E Bidder Profile*.

4.4 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

1. Properly registering with the Department of Enterprise Service's WEBS at <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>
2. Maintaining an accurate Vendor profile in WEBS.
3. Downloading the solicitation consisting of the RFP with all attachments and exhibits related to the solicitation for which you are interested in bidding; downloading all current and subsequent amendments to the solicitation.

To ensure receipt of all solicitation documents, the RFP for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation will only be provided to those Vendors who have registered with WEBS and have downloaded the RFP from WEBS. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate Bid or Proposal. Bidders and potential bidders accept full responsibility and liability

for failing to receive any amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure.

4.5 PREPARATION OF BIDS OR PROPOSALS

Due date and time:

Signed Bids and Proposals must be received as set forth in section *3.1 Procurement Schedule* at the specified location identified below on or before the specified date and time. Time of receipt will be determined by the electronic e-mail received by OSPI. If a Bid or Proposal is received at a location, method or other format other than that specified, it may be rejected and considered non-responsive.

Identification and Delivery:

To facilitate proper delivery and processing, Responses must be submitted as a signed PDF format attached to an e-mail to Brenda Merritt at brenda.merritt@k12.wa.us. Include in subject line the following information, "2018-09 Bid Proposal".

4.6 BIDDER RESPONSIVENESS

Bidder must respond to each question/requirement contained in this RFP. Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

OSPI reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this solicitation and to waive informalities in a Bid or Proposal. Informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to bidders.

4.7 BIDDER PROFILE

Bidder shall complete the Bidder Profile Information in *Appendix E Bidder Profile*.

4.8 PAYMENT TERMS

Bidders must indicate which Payment Terms will be offered in *Appendix E Bidder Profile*. Payment terms shall not be less than 30 days net unless prompt payment discount is offered and accepted.

4.9 BID PRICING

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

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

OSPI makes no volume commitment in this solicitation as the requirements or needs may vary. The proposed pricing levels should reflect the market provided by the Contract resulting from this solicitation.

OSPI will offer the option to contractors to utilize capable subcontractors for needed services. Subcontractor pricing must be included in Appendix F Price Worksheet. Contractor is responsible for subcontractor costs. Appendix F Price Worksheet is to be completed and submitted with contractor's proposal.

4.10 REFERENCES

Bidder shall furnish a minimum of three (3) references from different entities for which Bidder has performed or provided comparable service, materials, supplies, or equipment similar in scope (i.e. size, volume, type) to this RFP, including entity [name, authorized individual, telephone, email, and fax]. Bidder shall complete the References portion of Appendix E Bidder Profile.

4.11 WITHDRAWAL OR MODIFICATION OF BID OR PROPOSAL

Bidders are liable for all errors or omissions contained in their Responses.

The Bidder may modify or withdraw their Bid at any time prior to the due date and time set for Bid opening by providing a written request to the Procurement Coordinator from an authorized representative of the Bidder.

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

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

4.12 PROPRIETARY OR CONFIDENTIAL INFORMATION

All Bids submitted become the property of OSPI and a matter of public record, after the contract has been executed.

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. OSPI will not honor designations by the Bidder where pricing is marked proprietary or confidential.

4.13 TRANSPORTATION/WAREHOUSE COMPANY

Bidder shall provide in Appendix E Bidder Profile information about any transportation/warehouse companies which may be solicited to perform services to fulfill the requirements of the awarded contract, including company name and address, fax, email, and federal tax identification number (TIN) and the basic nature of services to be performed.

4.14 CONTRACTOR WAREHOUSE

Bidder shall indicate in Appendix E Bidder Profile the warehouse and transportation facility name, address, telephone, fax, and email for each warehouse and services facility where material, equipment or supplies will be stored. (Bidder to provide certifications as requested in the Bidders Profile). In the submittal of the Bidders Profile a request for the security policy of the submitted warehouse is required.

5 BIDDER QUALIFICATIONS

5.1 BIDDER ORGANIZATIONAL CAPABILITIES

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

5.2 WAREHOUSE CERTIFICATIONS

Bidder is to complete the Warehouse Certification section of [Appendix E Bidder Profile](#).

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

5.3 USE OF SUBCONTRACTORS

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

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

5.4 DEBARMENT AND SUSPENSION

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

6 SUCCESSFUL BIDDER RESPONSIBILITIES

6.1 NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

6.2 CONTRACT MANAGEMENT

Upon award of this contract, the contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
2. Ensure that those who endeavor to utilize this contract are authorized under this Contract.
3. The contractor shall designate a customer service representative who will be responsible for addressing LEA issues including, but not limited to:
 - a) Providing LEAs with regular and timely status updates in the event of an order fulfillment delay.

4. Acting as the lead and liaison between OSPI and LEAs in resolving warranty claims for contract items that are warehoused and delivered.

6.3 INSURANCE

The Successful Bidder is required to obtain insurance to protect OSPI should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Bidder or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. See section 23 Insurance of [Appendix C General Terms and Conditions](#) for a complete description of the specific insurance requirements.

6.4 STATEWIDE VENDOR PAYMENT REGISTRATION

Consultants awarded contracts as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments. This allows you, as a vendor, to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. All OSPI Contractors are required to register as a Statewide Vendor. Participation in direct deposit is optional. For online registration, visit the [Department of Enterprise Services'](#) website.

6.5 SALES & SUBCONTRACTOR REPORTS

All reports required by the USDA Food and Nutrition Services (FNS) Instructions 709 Model "Shipment and Receipt of USDA Foods" ([Appendix G](#)) under this contract must be delivered to OSPI. Contractor may be required to provide a detailed annual inventory and contract sales history report. It should contain products description, part number, per unit quantities sold, contract price and be set up in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

7 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

7.1 ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by OSPI, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Specifications of this Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this contract.

OSPI reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

7.2 USE OF SUBCONTRACTORS

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

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

OSPI reserves the right to approve or reject any and all Subcontractors that are identified by the contractor. Any Subcontractors not listed in the Bidder's Response, who are engaged by the Contractor, must be pre-approved, in writing, by OSPI.

7.3 SUBCONTRACTS AND ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the state for any breach in the performance of the Contractor's duties.

7.4 CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor is authorized to service under this Contract only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to OSPI or LEAs that they have the contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other established State Contracts.

7.5 MATERIALS AND WORKMANSHIP

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

8 DELIVERY REQUIREMENTS

8.1 ORDER FULFILLMENT REQUIREMENTS

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

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

8.2 SHIPPING AND RISK OF LOSS

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

hereunder. After *acceptance* the risk of loss or damage shall be borne by OSPI or the LEA, except loss or damage attributable to Contractor's fault or negligence.

8.3 DELIVERY

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

1. Required in the Solicitation Appendix G Section 8, Shipment of USDA Foods.
2. As otherwise mutually agreed in writing between OSPI and Contractor at the time of order placement.

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

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

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

8.4 SITE SECURITY

While on LEAs premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

8.5 INSPECTION AND REJECTION

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

8.6 TREATMENT OF ASSETS

1. Title to all property furnished by OSPI and/or LEA shall remain in OSPI and/or LEA, as appropriate. Titles to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the LEA upon delivery of such property by the Contractor and Acceptance by the LEA. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the LEA upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of

such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the LEA in whole or in part, whichever first occurs.

2. Any property of OSPI and/or LEA furnished to the Contractor shall, unless otherwise provided herein or approved by OSPI and/or LEA, be used only for the performance of this Contract.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of OSPI and/or LEA which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If OSPI and/or LEA property is lost, destroyed, or damaged, the Contractor shall immediately notify OSPI and/or LEA and shall take all reasonable steps to protect the property from further damage and lost property replaced.
5. The Contractor shall surrender to OSPI and/or LEA all property of OSPI and/or LEA prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

8.7 PACKAGING

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

9 PAYMENT

9.1 ADVANCE PAYMENT PROHIBITED

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

9.2 IDENTIFICATION

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

9.3 PAYMENT, INVOICING AND DISCOUNTS

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

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

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

Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged, unless to mutual agreement to make adjustments to existing invoices.

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

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

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

9.4 TAXES, FEES AND LICENSES

Taxes:

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

Collection of Retail Sales and Use Taxes:

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

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;

3. Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
5. Other factors identified in [WAC 458-20](#).

Department of Revenue Registration for Out-of-State Contractors:

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

Fees/Licenses:

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

Taxes on Invoice:

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

9.5 OVERPAYMENTS TO CONTRACTOR

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

9.6 AUDITS

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

10 QUALITY ASSURANCE

10.1 RIGHT OF INSPECTION

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

10.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

10.3 WARRANTIES

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

10.4 COST OF REMEDY

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

11 PRICING (COST FACTORS)

Respond to the following requirements per the instructions in [Appendix F Price Worksheet](#).

11.1 PRICING

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

During the contract period pricing shall remain firm and fixed for the initial term of the contract. (From July 1, 2018 to June 30, 2020)

11.2 NO BEST AND FINAL OFFER

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

11.3 PRICE SHEET

Prices:

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

All bid unit of measure shall be cases.

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

Example **below is provided for illustrative purposes only.**

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

Item No.	Description	Unit of Measure	Cost
1	Delivery to LEA Location Option. For distributing USDA Foods to LEA sites with a price per case minimum of fifteen (15) cases per drop per warehouse origin.	Case	\$
2	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of one hundred (100) cases per drop per warehouse origin.	Case	\$
3	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of four hundred (400) cases per drop per warehouse origin.	Case	\$
4	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of eight hundred (800) cases per drop per warehouse origin.	Case	
5	LEA Pick-Up Option. For issuing USDA Foods from Bidder's warehouse, with a minimum of fifty (50) cases per pick-up.	Case	\$
6	Excess Storage Fee per month for storage over 60 day dwell time.	Case	\$
7	Re-stocking Fee	Case	\$
8	Hourly rate		

11.4 NO ADDITIONAL CHARGES

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

11.5 PRICE ADJUSTMENTS

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

11.6 PRICING NOT SPECIFIED

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

11.7 SHIPPING TERMS

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

12 EVALUATION AND AWARD

12.1 AWARD CRITERIA

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

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

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

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

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

12.2 ALLOCATION OF POINTS

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

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

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

12.3 EVALUATION PROCESS

Initial Determination of Responsiveness

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

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

Responsiveness Evaluation

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

1. The ability, capacity, and skill of the Bidder to perform the contract or provide the service(s) required.
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
3. Whether the Bidder can deliver per the contract those USDA Foods within the time specified.
4. The quality of performance of previous contracts or services.
5. The previous and existing compliance by the Bidder with laws relating to the contract or services.
6. Management of contract, Security Policy, Warehouse Compliance/Operations, Food Safety, and required documents.

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

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

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

Cost evaluation will be completed in the following example.

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

12.4 BIDDER TOTAL SCORE

Item No.	Description	Estimated Units	Cost
1	Delivery to LEA Location Option. For distributing USDA Foods to LEA sites with a price per case minimum of fifteen (15) cases per drop per warehouse origin.	Case 70,000	\$
2	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of one hundred (100) cases per drop per warehouse origin.	Case 350,000	\$
3	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of four hundred (400) cases per drop per warehouse origin.	Case 300,000	\$
4	Delivery to LEA Location Option. For distributing USDA Foods to LEA-operated, or other designated commercial warehouses, with a minimum of eight hundred (800) cases per drop per warehouse origin.	Case 5,000	\$
5	LEA Pick-Up Option. For issuing USDA Foods from Bidder's warehouse, with a minimum of fifty (50) cases per pick-up.	Case 30,000	\$
6	Excess Storage Fee per month for storage over 60 day dwell time.	Case 5,000	\$
7	Re-stocking Fee	Case 1,000	\$
8	Total 1 through 8		

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

12.5 NOTIFICATION OF APPARENT SUCCESSFUL BIDDER

All Bidders responding to this solicitation will be notified when OSPI has determined the Apparent Successful Bidder.

The date of announcement of the Apparent Successful Bidder will be the date of the notification from OSPI.

Designation as an Apparent Successful Bidder does not imply that OSPI will issue an award to your firm. It merely suggests that at this moment in time OSPI believes your bid to be responsive. This designation allows OSPI to perform a responsibility analysis and ask for additional documentation. OSPI is also at liberty to re-review and determine whether the bid is truly responsive as initially believed. The Bidder must not construe this as a notification of award, impending award, an attempt to negotiate, etc. If you act or fail to act in reliance of this notification, you do so at your own risk and expense.