COMPETITIVE SOLICITATION

BY WASHINGTON COUNTY PUBLIC SCHOOLS

FOR

FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

RFP # 2014-39

Issued: February 18, 2014

PROPOSAL DUE DATE:

April 1, 2014 at 4:00 PM Local Time
Purchasing Department

Dates/times are subject to change by written notice to all potential Proposers. Questions regarding an issue arising in the context of this procurement must be directed in writing transmitted by mail, fax or email to: Lisa Freeman, Supervisor of Purchasing for Washington County Public Schools. She can be reached by telephone at 301-766-2842, fax at 301-766-2859, and email: freemlis@wcps.k12.md.us.
BID ADVERTISEMENT

Notice is hereby given that Washington County Public Schools (WCPS) will accept sealed proposals for RFP #2014-39, Food Products and Distribution for K-12 and Other Public Agencies under a term contract.

The RFP will establish pricing for Food Products and Distribution for K-12 and Other Public Agencies. The contract will be effective for a three (3) year period with two (2) annual renewal option periods (maximum period of 5 years). This contract may include local, regional and national awards to meet the needs of WCPS and Participating Public Agencies nationwide.

Qualified and experienced firms are invited to submit written proposals in accordance with the RFP instructions. Instructions require that Proposals be submitted in two separate packages: 1) Technical (addressing the company’s abilities to meet the Technical requirements) and 2) Price Proposal. To obtain a copy of the RFP Solicitation Document, which includes instructions and specification requirements, contact the WCPS Purchasing Department, telephone 301-766-2841. Sealed proposals must be submitted for receipt on or before 4:00 pm on April 1, 2014, at the WCPS Center for Education Services, Purchasing Department, 10435 Downsville Pike, Hagerstown, Maryland 21740.

A pre-proposal meeting will be held at 1:00 P.M. March 5, 2014, at the WCPS Center for Education Services, Funkstown Room, (First floor), 10435 Downsville Pike, Hagerstown, Maryland 21740. All inquiries and questions about the RFP Solicitation Document must be submitted in writing to the Supervisor of Purchasing by 4:00 PM March 10, 2014.

The Board of Education of Washington County, Maryland reserves the right to accept or reject any or all proposals, make partial awards, waive technicalities, and may make such award as is deemed to be in the best interest of the Washington County Public Schools.

The Board of Education of Washington County, Maryland does not discriminate in the choice of contractors and the award of bids based on race, color, sex, age, national original, religion or disability.

By order of: Washington County Public Schools Lisa Freeman, Supervisor of Purchasing
Washington County Public Schools ("WCPS") will make every effort to adhere to the following procurement schedule:

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<th>ACTIVITY</th>
<th>TIME/DATE</th>
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<tr>
<td>Evaluation team review of RFP draft</td>
<td>October 23, 2013 – February 5, 2014</td>
</tr>
<tr>
<td>RFP issued</td>
<td>February 18, 2014</td>
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<tr>
<td>Pre-Proposal Conference: WCPS, Center for Education Services, Funkstown Room, first floor, 10435 Downsville Pike., Hagerstown, Maryland 21740</td>
<td>1:00 PM, Wednesday, March 5, 2014</td>
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<td>Deadline to submit questions via email to <a href="mailto:freemlis@wcps.k12.md.us">freemlis@wcps.k12.md.us</a> or fax: 301-766-2859</td>
<td>4:00 PM, Monday, March 10, 2014</td>
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<td>Answers to prospective Offers’ questions issued via final Addendum.</td>
<td>March 17, 2014</td>
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<td>Final date for submission of sealed proposals to the Purchasing Department at WCPS Center for Education Services, 10435 Downsville Pike, Hagerstown, Maryland 21740.</td>
<td>4:00 pm, Tuesday, April 1, 2014</td>
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<tr>
<td>Evaluation of Proposals.</td>
<td>April 2 – 30, 2014</td>
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<td>A recommendation for award of the RFP is presented to the Procurement Review Committee (&quot;PRC&quot;) of WCPS.</td>
<td>May 13, 2014</td>
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<tr>
<td>Upon approval by PRC, a recommendation for award is presented to the WCBOE for consideration in public business meeting.</td>
<td>May 20, 2014</td>
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SECTION 1 - GENERAL INFORMATION

OBJECTIVE This Request for Proposal ("RFP") provides to those companies interested in submitting a proposal for the subject procurement ("Offerors") sufficient information to enable them to prepare and submit a responsive proposal to the Washington County Public Schools ("WCPS").

Offerors are to propose the broadest possible selection of FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, Offerors should have demonstrated experience in providing the Products and Services as defined in this RFP. Offerors may submit a proposal for local, regional or national consideration.

Washington County Public Schools (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Food Products and Distribution for K-12 and Other Public Agencies (herein “Products and Services”) to supply Participating Public Agencies through the U.S. Communities Government Purchasing Alliance (“U.S. Communities”). The Offeror is responsible to ensure that food products, processes and services meet or exceed State and Federal procurement guidelines, regulations, and laws applicable to schools and institutions participating in the National School Lunch Program (NSLP), other Child Nutrition Programs, and the Nutrition Services Incentive Program.

CONTRACT PERIOD It is anticipated that this contract will be awarded by the Washington County Board of Education in its public business meeting May 20, 2014. The contract will become effective upon the date of Board approval and will remain in full force and effect through May 30, 2017 (approximately three years.) The contract may be extended by mutual agreement of the parties for two (2) additional one year periods for a maximum period of five (5) years.

DEFINITIONS The term “WCBOE”, 'BOARD' or “BOE” shall mean the BOARD of Education of Washington County Maryland. The Board is the legal entity and governing authority that will award any resulting contract. The term “WCPS” means the Washington County Public Schools.

PROCUREMENT ADMINISTRATION The Purchasing Department has issued this RFP for the Food and Nutrition Services Department (“FNS”). The sole point of contact for this RFP is Lisa Freeman, C.P.M., Supervisor of Purchasing, Washington County Public Schools, 10435 Downsville Pike, Hagerstown, Maryland 21740. Please refer all inquiries about this RFP to Lisa Freeman, at email: freemlis@wcps.k12.md.us, telephone 301-766-2842, facsimile 301-766-2859.

CONTRACT ADMINISTRATION Mr. Jeffrey Proulx, Supervisor of Food and Nutritional Services (“FNS”), is responsible for the scope of services and the administration of this contract after it is awarded.

OFFERORS’ INVESTIGATION Before submitting a Proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by WCPS that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from
failure to make such investigations and examinations will relieve the successful Offeror from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

PRE-PROPOSAL CONFERENCE The WCPS will hold a Pre-proposal Meeting as noted in the Procurement Schedule. The purpose of this meeting is to clarify any parts of the RFP that the Offerors may not clearly understand. Offerors are to submit all questions in writing to the Supervisor of Purchasing in the Purchasing Department in accordance with instructions in paragraph to follow.

QUESTIONS If an Offeror has any question regarding this RFP, the Offeror must submit the questions by email or fax to the Supervisor of Purchasing (with the subject line “Food Products and Distribution for K-12 and Other Public Agencies RFP Question”) to freemlis@wcps.k12.md.us or facsimile to: 301-766-2859 NO LATER THAN the date indicated on the Procurement Schedule. The Offerors shall not attempt to contact the WCPS by any other means. The WCPS/BOE shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Purchasing Department.

RESPONSE DATE To be considered for selection, copies of proposals must arrive at the Purchasing Department on or before the time and date specified in the Procurement Schedule. The Supervisor of Purchasing will not accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure their timely receipt. If the WCPS Administration Offices are closed due to inclement weather on the proposal response date, the deadline for submission will be automatically extended to the next business day on which the Administration Offices are open, unless the Purchasing Department otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Supervisor of Purchasing will reject, unopened, any late proposals.

OFFEROR’S REPRESENTATIONS By submitting its proposal, each Offeror understands, represents, and acknowledges that all of the Offeror’s information and representations in the proposal are material and important, and the WCBOE may rely upon the contents of the proposal in awarding the contract(s). The WCBOE shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission.

PROPOSAL SUBMISSION Proposals must be signed by an official authorized to bind the Offeror to its provisions. Moreover, the contents of the proposal of the selected Offeror will become contractual obligations if a contract is entered into. For this RFP, the proposal must remain valid for one hundred twenty (120) days or until a contract is fully executed. Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Purchasing Department’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

LAWS AND REGULATIONS It shall be understood and agreed that any and all articles and/or
equipment furnished of contract awarded on this proposal shall comply fully with all Local, State and Federal laws and regulations.

INCURRING COSTS The WCBOE accepts no responsibility for any expense incurred in the proposal preparation and presentation, such expense is to be borne exclusively by the respondent vendors.

STATEMENT OF UNDERSTANDING Offerors must demonstrate that they have read and understand all outlined points in this RFP. Based upon the information provided by WCPS, offerors are expected to address each request for information with accuracy, clarity and thoroughness, taking care to properly complete and attach all required forms, demonstrating good faith and due diligence in making a responsive and responsible proposal, in compliance with the RFP instructions. Offeror who fails to respond to this RFP as prescribed will have a competitive disadvantage or subject the proposal to rejection.

The WCBOE deems the performance of a vendor on a current or past contract to be of critical importance as a predictor of future performance. Therefore, in the evaluation process, companies with good performance ratings on existing or past projects will be at a decided advantage while companies with poor performance ratings will be at a decided disadvantage or be subject to disqualification altogether.

COLLUSION AMONG OFFERORS Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that an Offeror is interested in more than one proposal for the work contemplated may result in rejection of all proposals in which the Offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among offerors. Participants in such collusion may not be considered in future proposals for the same work. Each Offeror, by submitting proposal, certifies that it is not a party to any collusive action.

PROPOSAL WITHDRAWAL No proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to the WCPS Supervisor of Purchasing prior to the time set for the receipt of the proposals or unless the WCBOE fails to award or issue a notice of intent to award the contract within one hundred and twenty (120) days after the date fixed for receipt of all proposals.
SECTION 2: SPECIFICATIONS – SCOPE OF SERVICES

MASTER AGREEMENT Washington County Public Schools (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified Offerors to enter into a Master Agreement for a complete line of Food Products and Distribution for K-12 and Other Public Agencies (herein “Products and Services”).

THE NORMAL SHELF LIFE OF PRODUCTS DELIVERED HEREUNDER TO WCPS SHALL NOT BE LESS THAN FOURTEEN (14) DAYS FOR MILK AND YOGURT PRODUCTS, NOT LESS THAN TEN (10) DAYS FOR OTHER REFRIGERATED AND PERISHABLE PRODUCTS, NOT LESS THAN FOUR (4) MONTHS FOR FROZEN PRODUCTS AND NOT LESS THAN SIX (6) MONTHS FOR ANY OTHER PRODUCTS. PRODUCTS SHALL BE RECEIVED IN CLEAN, SEALED PACKAGES IN CASES FROM THE PRODUCTION FACILITY.

OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

E. Reduce the administrative and overhead costs of Proposers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES Offeror’s are to propose the broadest possible selection of FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, Offeror’s should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

A. **Grocery - Dry:** The complete range of shelf stable products including, but not limited to, canned and dried fruits and vegetables, non-dispensed beverages, juices and beverage mixes, crackers, cookies and snacks, cereals, grains and pastas, nuts, canned soups, chili and sauces, syrups, jellies, spreads, icings and toppings, shortenings and oils, shelf stable salad dressings, condiments and pickles, individual portion packs, gelatin and dessert mixes, pie fillings and puddings, bakery mixes, flours and sugars, seasonings, flavorings, spices and seasoning mixes and any other dry grocery products available from Offeror.
B. **Grocery – Refrigerated:** Refrigerated grocery products, including but not limited to, chilled products including prepared meat, vegetable, pasta and fruit salads, chilled processed fruits, chilled salad dressings and any other refrigerated grocery products available from Offeror.

C. **Grocery – Frozen:** Frozen products including, but not limited to, fruits and vegetables, potatoes and fries, frozen soups, chili and sauces, prepared entrees, vegetarian entrees, ethnic products such as Mexican, Asian or Italian, pizza and pasta products, appetizers and meatballs, soft baked pretzels, non-dispensed frozen juices and beverages and any other frozen grocery products available from Offeror.

D. **Coffee/Tea:** Coffee and tea that would be made and/or dispensed with corresponding equipment.

E. **Cheese/Eggs:** Any cheese and cheese products and egg and egg products available from Offeror.

F. **Dairy:** The complete range of dairy products, including but not limited to, frozen and chilled products such as margarine and butter, both cup and frozen yogurt, milk, shakes and ice cream products and any other dairy product available from Offeror.

G. **Meat (Beef and Pork), Poultry and Seafood – Dry:** Dry shelf stable meat, poultry and seafood products including but not limited to, canned pureed or dried meats, poultry and seafood, canned prepared meat entrees such as ravioli, beef stew, cannelloni and any other dry shelf stable meat products available from Offeror.

H. **Meat (Beef and Pork), Poultry and Seafood – Chilled:** Chilled meat, poultry and seafood products including beef, pork, poultry and seafood (including shellfish), unprocessed and processed, raw and pre-cooked, ham, hot dogs and sausages, deli meats and any other chilled meat, poultry and seafood available from Offeror.

I. **Meat (Beef and Pork), Poultry and Seafood – Frozen:** Frozen meat, poultry and seafood products including beef and pork (excluding primal cuts), poultry and seafood (excluding fresh shellfish), whole cuts or pieces, unprocessed and processed, raw and pre-cooked, all breaded, marinated and/or seasoned pieces of meat, poultry and seafood, hams, bacon, hot dogs and sausages, deli meats, pizza toppings, BBQ meats, gyro meats, stir fry and fajita meats and any other frozen meat, poultry and seafood available from Offeror.

J. **Boxed Beef, Shellfish and Cut Steaks:** Frozen and chilled boxed beef, shellfish and cut steak products, including but not limited to, primal cuts of boxed beef such as prime rib, tenderloins, fillet mignon and inside rounds, cut steaks and shellfish such as crab, lobster and green shrimp.

K. **Fresh Produce:** Fresh produce, including but not limited to, both processed and unprocessed fresh fruits and vegetables, fresh herbs, salad mixes and any other fresh produce available from Offeror.

L. **Paper/Disposables:** Products include, but are not limited to, all plastic, paper, cardboard or foam carry-out containers and lids, all disposable tableware including plates, cups,
glasses, bowls, lids and cutlery, filters, plastic liners, bags and gloves, napkins, toilet tissue, paper towels, plastic, wax and foil wraps, sheets and bags, straws and toothpicks, charcoal, doilies, placemats, tray liners and tablecloths, disposable pans and caterware and any other paper/disposables available from Offeror.

M. Janitorial/Chemical: Products include, but are not limited to, detergents and cleaning chemicals, all Eco Lab products, grill, oven and fryer cleaning products, cleaning pads and cloths, brooms and mops, safety gloves, apparel, mats and signs and any other Janitorial/Chemical products available from Offeror.

N. Smallwares/Equipment/Tabletop: Products include, but are not limited to, brushes, metal and plastic pans, liners and lids, trays and baskets, serving utensils, kitchen utensils and knives, can openers and scales, vegetable processing equipment, china, silverware, glassware, dispensing equipment, chafers and catering equipment, gloves, thermo containers, candles, linens, trash cans, carts, pot holders, aprons, marketing and acrylic products and any other such products available from Offeror.

O. Related Products and Services: The complete range of products and services available from Offeror such as kitchen equipment, software and any other related products or services available from Offeror.

LOCAL, REGIONAL AND NATIONAL: Offerors may submit a proposal for local, regional or national consideration. Local proposals will be considered for WCPS. WCPS reserves the right to award locally in the aggregate, by section, and multiple awards, whichever is in the best interest of WCPS. Offerors submitting regional proposals shall clearly state the geographic locations they are proposing and include a map detailing those geographic locations. Offerors submitting national proposals shall clearly state its proposal is national.

SCOPE OF WORK: The following scope of work is specific to WCPS. Other Participating Public Agencies utilizing any resulting U.S. Communities Master Agreement shall provide individual scopes of work to the awarded Offeror(s). The awarded Offeror(s) shall, at a minimum, meet the requirements listed herein to any U.S. Communities Participating Public Agency.

DELIVERY AND SERVICE:

A. Offeror shall provide a successful delivery rate of at least 98% of the items ordered. All items shall be delivered in good condition, and at the appropriate temperatures. Frozen goods will be hard frozen, with no evidence of thawing. Chilled goods shall be transported and delivered at a maximum temperature of 45 degrees Fahrenheit. Dry goods will be dry, with the cartons clean and intact.

B. The maximum timeframe between order of product and delivery is five (5) days.

C. The Offeror shall provide at a minimum weekly delivery within a specified time delivery window to be mutually negotiated between WCPS and the Offeror. Some larger Participating Public Agencies may require delivery twice a week. Deliveries shall be to school sites, warehouse sites and drop ship sites with adjustments for holidays. Offeror may submit different fee proposals for each type of delivery.

D. Extra Deliveries: Extra deliveries may be required if Offeror fails to deliver a product on
order with the regularly scheduled delivery. Upon approval, the Offeror may make the
delivery of any late products on the next scheduled delivery. No extra delivery charge
will be due or payable for extra trips due to Offeror error nor should extra deliveries
affect pricing structures.

E. WCPS Directors shall be notified of any “out of stock” items by noon on the business day
prior to delivery.

F. When a substitute item of equal or greater quality is delivered to WCPS, the invoice shall
reflect the prices quoted on the bid.

G. All deliveries must be accompanied by an itemized voucher and delivery person and food
service manager/staff will check merchandise against voucher. Upon request, invoices
will be sent in duplicate.

H. Upon delivery, each school site will spot check for external and internal damage,
cleanliness, defects, spoilage, count, temperature and any other inspections deemed
necessary by the Food Service Director/Manager at that site. Each Food Service
Director/Manager reserves the right to make final disposition of all damaged materials
either on the spot or at a later date.

I. Components will appear full and robust, not squashed or misshapen. Ingredients will
appear fresh and wholesome, free of off colors, dehydration or faulty assembly. All
markings and labeling shall be CLEAR and marked on one panel of the carton. Marking
material shall be water fast, non-smearing and of a color contrasting to the carton.

J. WCPS will not accept product more than ninety days from date of production.

K. All regular deliveries shall have adequate vehicles such as dual compartment trucks for
combined deliveries of equipment, dry items, groceries, refrigerated items and frozen
items.

L. All school districts in Maryland are Drug Free School Zones. All Offeror delivery staff is
required to observe drug, alcohol and tobacco usage while making deliveries on school
property.

M. All orders are expected to be delivered complete as specified. Delay of deliveries and/or
incomplete orders may be cause for termination of award. If the Offeror cannot deliver
an item that has been ordered, the Offeror shall purchase the item from another source
and deliver it to WCPS, without additional cost, by the time specified by WCPS.

N. Additional fees may be imposed due to the following: Requiring Overtime for school
district staff for deliveries that arrive after normal receiving hours (to be determined with
each school site) or violating city and county ordinances regarding Idling Regulations
(maximum idling time of five (5) minutes – see www.mde.state.md.us).

TERM: This specification shall fall into the following category: a “blanket” or “supply”
purchase of an essential quantity over the contract term. A guaranteed minimum purchase
quantity is not specified. WCPS is not obligated to actually purchase the items or reimburse any
vendor in the event blanket purchase order releases are not issued. The specification is designed
to govern the purchase of products primarily for normally anticipated needs. No award made under this specification shall prevent WCPS from calling for bids on items identical or similar to those covered herein, when said call for bids shall reflect abnormal quantities, delivery sites, or alternate delivery schedule required for a specific project. Purchase of products specified herein is dependent upon availability of funds.

PACK SIZE CHANGES: Pack size changes will be allowed if product meets WCPS specifications. Pack size differences shall be clearly marked in the proposal response. Bids for packages which vary significantly from the pack size specified are subject to rejection at the discretion of the Purchasing Official in order to ensure a fair comparison of product prices.

QUALITY:

A. All products shall meet or exceed the requirements of USDA Grade A specifications. WCPS may require documentation from the packer that all products meet Grade A specifications.

B. In the event questions arise concerning the acceptable quality of an item offered or delivered, WCPS will make the final decision as to acceptability of the product. If the WCPS rejects a brand of an item, WCPS will specify one or two acceptable brands and request documentation of delivered cost on those brands. For these items, no rebate or deviated pricing on that item will be considered in the bid award after bids have been opened.

LOCAL: WCPS supports the use of local farmers. The Offeror shall make efforts to secure Maryland products and provide documentation of such when requested.

HOLIDAYS AND CLOSINGS: Offeror shall keep informed of scheduled school holidays and emergency school closings (i.e. snow, ice, etc.) via public radio or TV broadcasts or by calling WCPS. When schools are closed due to the emergency, orders placed for that day shall be delivered the next day schools are open. No additional charges shall be assessed to any school district for school closings.

COMPLIANCE:

A. Offerors must be registered with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188).

B. All products must be packed under continuous USDA inspection where applicable. All Offerors must be HACCP (Hazard Analysis and Critical Control Program) certified and shall provide documentation of that program immediately (within 1 week) if requested. All packaging must be approved by the USDA and the Food and Drug Administration for contact with food and conform to USDA labeling requirements.

C. All items must conform to the standards published in the USDA Food-Buying Guide for the School Lunch Program. All meats must be USDA inspected.

D. All applicable laws shall be deemed to be part of these specifications and shall be read and enforced as though they were included.
E. BUY AMERICAN: Every effort must be made to comply with the “Buy American” mandate: All domestic commodities or food products for use in the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and/or the Afterschool Snack Program (ASP) should be processed in the United States using domestic agricultural commodities where over 51% of the processed food and/or food products come from American produced products.

F. Offerors must have active knowledge with the Green Seal Program, involving sustainable food; energy management and conservation; water consumption and management, air quality, waste reduction and management, cleaning and landscape management and overall company responsibility.

SUBSTITUTIONS: The contractor is authorized to request minor changes or substitution of equal or superior products provided such changes or substitutions shall not affect the products nutritional profile or cause an increase in the contract price or affect the delivery schedule. Exhibit 4 is an example form which may be used for communication of substitution requests for any awarded contractor. There shall be no substitutes or shipment of more or less than the quantity specified without prior written approval of WCPS. If products received do not conform to those ordered, or if more or less than the quantity ordered are shipped, buyer may reject such shipment in whole or in part and require contractor to pick up and remove such rejected goods at contractor’s expense within seven (7) days after notice. Any deviation from the specifications as awarded will be grounds for rejection.

PRICING: Two prices will apply to all purchased food under this contract: 1. Fixed Fee Per Case which includes: handling, delivery, overhead and profit and encompasses all costs associated with the furnishing of the product under the specified terms and conditions except the product itself, 2. Unit Market Basket Pricing form for product itself and any overhead/storage, profit or other costs associated with the product. The combined total of these price components shall result in the delivered product cost. No other fees/charges will apply.

A. Fixed fee per case is the only acceptable method of pricing of delivery/handling under the bid. Cost plus percentage fee proposals are prohibited. Fixed fee per case shall be consistent for Exhibit 2, Market Basket Pricing as well as Offeror’s entire offering it proposes for consideration. The fixed fee per case shall be included as a part of the cost for Exhibit 2, Market Basket Pricing Fee structures shall remain fixed and firm throughout the term of the contract.

B. The Offeror shall provide a fixed fee per case in a dollars and cents format to two (2) decimal points, for example, $1.19. The fee quoted shall include all costs, delivery and profit. No additional charges will be accepted.

C. The fee for broken cases shall be prorated based on the number of units ordered from the full case. Offeror shall describe which, if not all, products it accepts for sale as a broken case.

D. All prices quoted shall be F.O.B. destination to WCPS or the Participating Public Agency.

E. Unit Prices/No Bid: Unit prices shall be provided by the Offeror on Exhibit 2, Market Basket Pricing Form when required. The Offeror shall enter “No Proposal” for each item
where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

F. On occasion, an emergency may occur necessitating a Participating Public Agency’s requirement for extra deliveries. Offeror may propose a per-mile, a per-stop fee, or an alternate method of charging for this service. The Offeror may also propose a minimum value of the extra individual order to avoid an extra fee. This fee shall be included in the Offeror’s Price Proposal.

HIGH VOLUME ORDERS: This bid is structured to obtain the lowest pricing available for the anticipated volume of products which is based upon the wide use and acceptance of the contract by many agencies. However, the Buyer may request, from time to time, a price quote for any product purchase which it believes represents a significantly larger volume than normal. The contractor may provide a discounted price to an Agency due to high volume under the following conditions. The quote must be submitted in writing, reference the US Communities bid number, indicate an expiration date, and a copy of the quotation must be provided to the contract administrator. The quotation would be subject to publication and use by other agencies for the period of time it is valid.

SAMPLES:

A. Samples shall be furnished free of cost to WCPS after the RFP opening. If samples are requested, they are to be sent within seven (7) days of notification, unless otherwise specified. WCPS reserves the right to reject the RFP of any Offeror failing to submit samples as requested. Samples must be plainly marked with the name of the Offeror, RFP number and date of the RFP opening. Samples items of the successful Offerors may be retained for comparison with deliveries.

NUTRITIONAL INFORMATION: Offerors shall provide nutritional information for all market basket items in their proposal response. Offerors are required to provide nutritional information on any additional items that become part of the contract with 48 hours upon request. Certification of Child Nutrition Labeling and/or the equivalent meal USDA contribution may also be required and shall be provided upon request. Nutritional panel and ingredient statements must be provided.

TRACKING OF USDA DONATED FOODS: WCPS intends to procure items that may contain USDA donated foods. The approved vendor must have the ability to trace items that contain donated foods, reduce the invoice to WCPS by the appropriate value and track the usage to the computer systems utilized by each manufacturer.

ONLINE ORDERING: Offerors must have an operational online ordering system, web-based, using Internet Explorer available 24/7, in which all sites are capable of placing orders as well as one central “Super Buyer” capable of approving all orders (return and/or reject). Each site manager/director will have a unique username/password. Order Guides must include the offer’s item number, description, pack size, etc. Site managers/directors must have the ability to save orders, submit orders, edit saved orders, order “No Order”, and create standing orders as well as review past orders. They must be able to print the order guide, past orders, and submitted orders. Each site will have default delivery dates, not allowing orders to be placed for non-designated dates.
Offeror’s must accept electronic Purchase Orders to interface with Offeror’s software and/or website.

REPORTS: The Offeror shall provide reports to WCPS on product usage, price changes, etc., as requested.

AUDITS: WCPS will conduct selective audits of the Offeror’s invoices and proof of payment for all items purchased periodically. During this audit, the Offeror shall provide proof of actual invoice and cost of the items provided to validate the price charged to WCPS. The information may include, but is not limited to, invoices for distributor purchases from their manufacturers: freight bills or support documentation of any applicable discounted pricing or off-invoice allowances. In the event WCPS has been overcharged, the Offer will reimburse WCPS for the amount of the overcharge.

DESIGNATED REPRESENTATIVE: The Offeror shall provide a single sales representative to WCPS to coordinate the program. The representative will be required to meet with WCPS officials regularly to discuss issues of concern and shall be accessible during regular business hours in the event of an emergency. The sales representative shall visit the school sites to ensure proper service level is maintained.

MINORITY BUSINESS ENTERPRISE: Minority Business Enterprise (MBE) means any legal entity that is organized to engage in commercial transactions and at least 51 percent owned and controlled by African Americans; American Indian/Native Americans; Asians; Hispanics; Physically or mentally disabled individuals; women; or a non-profit entity organized to promote disabled individuals. The Offeror shall provide its plan for utilization of minority contractors and subcontractors.

CANCELLATION OF CONTRACT: WCPS reserves the right to cancel this contract with thirty (30) days written notice at any time during the contract if it deems the Offeror has repeatedly failed to perform its obligation to the standards described herein.

The Offeror is considered to be failing to perform its obligation for:

- Multiple deliveries missed, late, or incomplete.
- Repeated instances of food products that arrive spoiled, damaged, or are of substandard quality.
- Excessive numbers of product substitutions (“excessive” to be determined by WCPS).
- Prices of a significant number of items delivered increased beyond that of the general food service industry.
- Failure to meet or pay monetary amounts guaranteed in the bid.
- Failure to provide adequate service to WCPS to respond to problems and resolve them.
- Any other substantial failures to meet the goals of this RFP.
SECTION 3: PROPOSAL INSTRUCTIONS-GENERAL

REGISTRATION To become an approved WCPS bidder, visit WCPS’ web site at www.wcpspurchasing.com. Bidders will be required to Create an account by completing the online registration form. You will receive an email confirmation of your submission as well as notice of activation of your account or need for more information. Once approved, you will receive email notifications when an addendum or a new Bid Solicitation that may be of interest to your firm is posted.

EMARYLAND MARKETPLACE Effective June 1, 2008, public school systems in Maryland are required to publish notices of procurements and procurement awards on the State of Maryland’s “eMaryland Marketplace” web portal. All prospective offerors/bidders are required to register and maintain registration on eMaryland Marketplace if actively bidding public school projects. For registration requirements, visit www.ebidmarketplace.com to register and “join Maryland’s gateway” to bidding opportunities throughout the State. Awards can only be posted to registered companies. As such, award of this contract is contingent upon the Offeror being registered on eMaryland Marketplace.

OBJECTION TO AWARD Any company objecting to the bid procedure or the recommendation for award has five (5) business days following the date of award by the Board of Education to file a written protest with the Superintendent of Schools. It is the company’s responsibility to ascertain and confirm the date/time of the pertinent Board of Education meeting. The written appeal must be submitted on company letterhead, dated and signed by the senior officer in the company. The protest letter must include a request for review and ruling by WCPS, a detailed statement of the legal and factual grounds for the protest, including the resulting prejudice to the company, copies of relevant documents, and a statement of the form of relief being requested. Failure to comply with these instructions may result in the protest being deemed “not filed.” Bid protests received later than five (5) days after the Board Meeting will result in the protest being deemed “not timely.” The WCPS will not respond or address bid protests that do not conform to these instructions.

ELECTRONIC RFP This RFP is being made available by electronic means to expedite the Proposal submittal process. If a Bidder electronically accepts this document, they acknowledge and accept full responsibility to ensure that no changes are made to this RFP. In the event of a conflict between a version of the RFP in the Bidder’s possession and the Purchasing Department’s version of the RFP, the document held by the Purchasing Department shall govern.

ADDENDA If it becomes necessary to revise any part of this request, or if additional data is necessary to enable the exact interpretation of provision of this request, revisions will be provided to all firms who receive the initial RFP document from WCPS.

CLARIFICATION OF PROPOSALS After identifying the most qualified offers based on the evaluation criteria, the company representative may be required to clarify the proposal by making an individual presentation to the evaluation team. Cost proposals should be submitted as “best and final” offers. However, WCPS may enter into negotiations with a company where a change in the originally proposed services is being considered, if deemed to be in the best interest of WCPS. Such a change would also be discussed with other finalist bidders, where applicable, based on the content of the proposal. Negotiations may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at WCPS’ discretion.

CONFIDENTIALITY Bidders should give specific attention to the identification of those
portions of their proposal which they deem to be confidential, or to contain proprietary or business confidential information. Bidders must provide with the proposal the legal basis as to why such material, upon request, should not be disclosed by the school system under the Maryland Public Information Act, State Government Article, Section 10-611 through 628, Annotated Code of Maryland. Failure to comply will result in the release of this information to the public in accordance with the law. Pricing and other contents of the Proposals will not be released to the public until a final decision is made by the Board of Education.

ECONOMY OF PREPARATION The proposal should be prepared simply and economically, providing straightforward, concise delineation of the Proposer’s capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays and promotional material are unnecessary. However, technical literature about the Proposer’s experience and qualifications may be included. Emphasis should be on completeness and clarity.

TAXPAYER ID NUMBER Each Proposer, whether an individual, proprietor, partnership or a non-profit corporation or organization must obtain, complete and include, with the proposal submitted, an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ORAL INSTRUCTIONS If a consultant is in doubt as to the true meaning or intent of any part of the Request for Proposals ("RFP"), he/she may submit to the WCPS designee a written request for an interpretation or a correction thereof. Interpretation or correction of the RFP shall be made only by the Supervisor of Purchasing or her designee. All timely requests for information submitted in writing will receive a written response in addenda to this RFP from the WCPS. Telephone communications with WCPS staff are not permitted during the bidding process and any such oral communication shall not be binding between the parties or used as the basis of any objection to this procurement process.

STABILITY OF FIRM Proposals will not be considered from companies who are currently involved in official financial reorganization or bankruptcy proceedings.

PURCHASING SUPERVISOR IS SOLE POINT OF CONTACT From the issue date of this RFP until the WCBOE accepts a proposal for award, the Supervisor of Purchasing is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Supervisor of Purchasing to reject the offending Offeror’s proposal.

DEBRIEF DISCUSSIONS Offerors whose proposals are not selected will be notified of the name of the selected Offeror and, upon request, given the opportunity to be debriefed. The Purchasing Department will schedule the time and location of the debriefing.

INVESTIGATION OF OFFEROR The WCPS reserves the right to request additional information which, in the Supervisor of Purchasing’s opinion, is necessary to assure that the Offeror’s competence, number of qualified employees, business organization, and financial resources are adequate to perform this project according to the requirements. The WCPS may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Purchasing Department all requested information and data. The Supervisor of Purchasing reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the WCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete all aspects of the project in the time and manner required.
PRICE ADJUSTMENT WCPS shall pay to contractor as full and complete consideration for the provision and delivery of products hereunder the sum of the delivery fee per case and the product costs per case. A minimum order of $50.00 per location is applicable. The delivery fee shall remain firm and fixed for the contract period ending May 31, 2017 (approximately three years.) A one-time price adjustment to the fixed delivery fee will be considered if requested at least ninety (90) days in advance of either renewal period. Price escalation will be permitted if justified based upon an independent market indicator and detailed data is provided to the Purchasing Official.

Product Prices shall be bid at current market rates and are permitted to change at any time but the overall market basket may not exceed the rate of inflation according to the BLS CPI for All Urban Consumers, US City Average, Food at Elementary and Secondary Schools Index. Starting in December, 2014, an analysis of market basket prices in December 2013 will be compared to market basket prices overall (same items) effective in December 2014. The overall price adjustment may not exceed the BLS rate change for the same period (and annually thereafter for each subsequent year of the contract.) If the overall price increase exceeds the BLS index for that period, the contracted supplier will be notified accordingly. Failure to maintain market basket prices at the rate of food inflation according to the CPI is grounds for non-renewal or cancellation of part or all items in the contract.

CONDITIONAL BIDS Proposals must be valid offers open for consideration for a minimum period of one hundred twenty (120) days from the receipt date to provide sufficient time for evaluation and award by the Board of Education. Conditional bids such as those that would modify the intent of these specifications, or that would provide for price increase through different terms of escalation shall not be accepted.
SECTION 4: PROPOSAL INSTRUCTIONS – SPECIAL

DELIVERY REQUIREMENTS

Attention: Lisa Freeman, Supervisor of Purchasing
Address: Washington County Public Schools
PO Box 730
10435 Downsville Pike
Hagerstown, MD 21740
Due Date: April 1, 2014
Due Time: 4:00 pm Local Time
Two (2) original hard copies and twelve (12) electronic copies on CDs or thumb drives of all proposal material

FORMAT All Proposers must submit their proposals in separate, sealed packages. Two (2) original hard copies and twelve (12) electronic copies on CDs or thumb drives of the Technical Proposal must be enclosed in a separately sealed opaque envelope or package marked “Technical Proposal – Food Products and Distribution for K-12 and Other Public Agencies,” and two (2) original hard copies and twelve (12) electronic copies on CDs or thumb drives of the Price Proposal must be enclosed in a separately sealed opaque envelope marked “Price Proposal – Food Products and Distribution for K-12 and Other Public Agencies,” and submitted to the Purchasing Office, Attention: Supervisor of Purchasing, Lisa Freeman, Washington County Public Schools, PO Box 730, 10435 Downsville Pike, Hagerstown, Maryland 21740, by April 1, 2014 at 4:00 pm (local time).

Any electronic copies that require a password and/or are encrypted will be disqualified.

The Technical Proposal and Price Proposal must be submitted separately in sealed packages clearly marked “Technical Proposal” and “Price Proposal”. A proposal that is not organized and submitted as separate and distinct “Technical” and “Price” proposal sections will result in disqualification. A technical proposal that includes any pricing information will be disqualified.

TECHNICAL PROPOSAL:

The Offeror must submit the Technical Proposal in a separate binder containing the following information divided by tabs. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

Tab A – COVER LETTER: The Offeror will provide a cover letter describing a brief history of the Offeror and its organization.

Offeror will state if proposal is for local, regional or national consideration. Local proposals will be considered for WCPS. Offerors submitting regional proposals shall clearly state the geographic locations they are proposing and include a map detailing those geographic locations. Offerors submitting national proposals shall state they are proposing a national solution.

The letter will indicate the principal or officer of the Offeror organization who will be WCPS’s primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of services and
solutions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. An unsigned proposal or one signed by an individual unauthorized to bind the Offeror may be rejected.

Tab B – EXECUTIVE SUMMARY: The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab C – OFFEROR PROFILE: The Offeror must provide a profile of its organization and all other companies who will be providing services through a dealer, distribution or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:
- Name of firm submitting proposal
- Main office address, telephone number, fax number
- Primary contact email address and website address
- If a corporation, when and where incorporated
- List any dba’s
- Number of years in business
- Total number of employees

Tab D – SPECIFICATIONS AND SCOPE OF SERVICES: The Offeror must provide a written response to each item in the Specifications and Scope of Work section of this RFP.

Tab E – REFERENCES (Exhibit 3):

a. Provide three (3) references of public agencies where services of similar size and scope have been performed in the last twenty-four (24) months. References must include organization names, addresses, names of contact persons, email address and telephone numbers for such references.

Tab F – SUPPLIER INFORMATION:

a. Supplier Qualifications (Ref. pages 49-53) Offeror must include a narrative of its understanding and acceptance of the Supplier Commitments.

b. Completed and signed Supplier Worksheet for National Program Consideration. Supplier Worksheet for National Program Consideration (Ref. page 55).

c. Supplier Information (Ref. pages 58-62).

Tab G – CERTIFICATE OF INSURANCE

Tab H – MINORITY BUSINESS ENTERPRISE PLAN: The Offeror shall explain its utilization plan of minority contractors and subcontractors under any resultant contract.

Tab I – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered.

Tab J– ADDITIONAL REQUIRED FORMS AND SIGNED ADDENDA:
a. Certification of Compliance  
b. Bidders Affidavit  
c. Contract Addendum  
d. Certification of Independent Price Determination  
e. Certification Regarding Debarment  
f. Certification Regarding Lobbying  
g. Clean Air and Water Certification  
h. Submit initialed and/or signed Addenda (if applicable).

**PRICE PROPOSAL:**

The Offeror must submit the Price Proposal in a separate binder containing the following information divided by tabs. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

The Price Proposal should address all the requirements set forth in this RFP as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, prompt payment, etc.

Tab A – Offeror shall state if the proposed pricing is for local, regional or national consideration and shall describe its pricing methodologies for its proposal.

a. For Local proposals, Offeror shall state its pricing is local and shall provide pricing specific to WCPS.

b. For Regional proposals, Offeror shall clearly state the geographic locations for which it is proposing regional pricing and include a map which shows the geographic locations. Offeror may add columns to Exhibit 2, Market Basket Proposal for multiple geographic regions and label pricing according to geographic region.

c. For National proposals, Offeror shall state that proposed pricing is national pricing. Products may be priced by region, zone or other categorization to provide Participating Public Agencies with the most advantageous cost for their geographic locations. Offeror may add columns to Exhibit 2, Market Basket Proposal to provide pricing by region, zone or other categorization.

Tab B – Completed EXHIBIT 1, PRICE PROPOSAL SHEET

Tab C - Completed EXHIBIT 2, MARKET BASKET PRICING SHEET
Tab D – Provide Pricing for any K-12 Food Related Products and Services.
SECTION 5: CONTRACT TERMS AND CONDITIONS

It is expected that any contract(s) resulting from this RFP solicitation will incorporate the following terms and conditions. If the proposer has an objection to any of these terms, the proposer must note the requested exception in its Technical Proposal. If a proposer fails to note the exception, in neglecting to inform WCPS accordingly, the proposer is waiving its right to do so later.

The Contractor will agree to furnish the requested services to the WCPS as such services are defined in any resultant Contract, the Request for Proposals (RFP) and the Contractor’s Proposal.

ORDER OF PRECEDENCE If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

a. The Contract; then
b. The proposal, as accepted by the WCPS; and then
c. The RFP Solicitation Document and Addenda
d. Purchase Order

COMPENSATION The Contractor shall be required to perform at the price(s) quoted in the Contract. All products and services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the WCPS.

ACCEPTABLE PERFORMANCE In the event that the WCPS terminates this Contract in whole or in part, the WCPS will withhold payment to contractor, and may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the WCPS for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.

The rights and remedies of the WCPS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

In determining whether or not the Contractor has performed with due diligence hereunder, it is agreed and understood that the WCPS may measure the amount and quality of the Contractor’s effort against the representations made in the Contractor’s proposal.

NON-APPROPRIATION Any payment obligation or portion thereof of the WCPS created by this Contract is conditioned upon the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the contract shall automatically terminate.

CONFIDENTIALITY The Contractor agrees to guard the confidentiality of the WCPS with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the WCPS, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this section.

The parties agree that confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license
granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party’s possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

SENSITIVE INFORMATION The Contractor shall not publish or otherwise disclose, except to WCPS and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.

The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a WCPS program affected by or benefiting from services under this Contract for any purpose not connected with the parties’ Contract responsibilities except with the written consent of such recipient, recipient’s attorney, or recipient’s parent or guardian pursuant to applicable state and federal law and regulations.

MAINTENANCE OF RECORDS Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth below, any of the records for inspection, audit, or reproduction by any authorized WCPS representative. The Contractor shall preserve and make available its records for a period of three (3) years from the date of final payment under this Contract.

NON-ASSIGNMENT The Bidder shall not sell, transfer, or otherwise assign his/her obligations under this Contract or any portion thereof, or its rights, title or interest herein, without the prior written consent of the Contract Administrator.

DISPUTES Any controversy or claims arising out of, or relating to the Agreement, or the breach thereof, shall be submitted in writing to the Contract Administrator and Supervisor of Purchasing. Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract.

MARYLAND LAW GOVERNS The provisions of this contract shall be governed by the laws of the State of Maryland. The contract shall be governed in all respects by laws of Maryland and any litigation with respect thereto shall be brought on the courts of Maryland. The contractor shall comply with applicable federal and state laws and regulations, including the Americans with Disabilities Act (ADA) of 1990, Health Insurance Portability and Accountability Act (“HIPPA”), and Family Educational Rights and Privacy Act (“FERPA”) and other laws as applicable.

NON-CONFLICT OF INTEREST It is unlawful for any officer, employee or agent of the Washington County Public Schools to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest; or to which any firm, corporation, association, or other organization in which he/she has a financial interest; or in which he/she is serving as an officer, director, trustee, partner, or employee; or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment; is a party, unless such officer, employee, or agent has previously complied with the provisions of Maryland Annotated Code, Article 40A, SS1-101 et. seq. The successful bidder agrees that during the term of the Contract and for twenty-four (24) months following the exit conference, the successful bidder, its employees, agents and
representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of the WCPS.

**SUBCONTRACTS** Bidders are required to disclose in the bid proposal the name of any subcontractor they intend to employ in performance of this project. The contractor shall remain responsible and fully liable for any/all work completed by their subcontractor(s.)

The WCPS will, throughout the life of this Agreement, have the right of reasonable rejection and prior approval of staff or subcontractors assigned to the project. If the WCPS reasonably rejects the staff or subcontractor, the Contractor must provide replacement staff or subcontractor satisfactory to the WCPS in a timely manner and at no additional cost to WCPS. The day-to-day supervision and control of the Contractor’s employees or agents shall be the sole responsibility of the Contractor.

**NON-HIRING OF EMPLOYEES** No employee of WCPS shall be employed or encouraged to become employed by the contractor.

**MARYLAND TAX REGISTRATION** Corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, before doing any interstate or foreign business in this State. A foreign corporation shall qualify with the Department of Assessments and Taxation.

**INDEMNIFICATION** The Contractor shall indemnify, defend, and hold harmless the Board and its respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney’s fees, litigation expenses and court costs connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Contractor or its employees, agents, or volunteers.

**DEFECTS/PRODUCT RECALLS** WCPS considers the safety and welfare of all persons, and the preservation of property, paramount in the conduct of business.


The contractor shall have the right to recall any product which the contractor has reason to believe may not comply with WCPS’ specification and/or the federal government specifications. The contractor warrants that it possesses the means to enable it, or any product suppliers/distributors it engages in the performance of this contract, to implement product recalls based upon lot numbers of products. The contractor shall immediately notify WCPS of any product recalls. The Contractor, at its own cost, shall rework or destroy all Recalled Products that are defective on delivery to the relevant Buyers in compliance with all applicable laws, rules or regulations and WCPS's reasonable instructions. WCPS shall assist the Contractor by providing such information as may be necessary to implement a product recall.

The commercial general liability insurance policy provided hereunder must not contain specific language to exclude consequential damages from a covered occurrence.
INSURANCE REQUIREMENTS  The Contractor shall purchase and maintain such insurance as will protect him, and the BOARD OF EDUCATION OF WASHINGTON COUNTY from claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by himself or by any subcontractor, lower tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.

Coverage Required:
Worker's Compensation:
1. State
2. Employer’s Liability

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective products and Completed Operations; Board Form Property Damage):
1. Bodily Injury:
   $1,000,000.00 - Each occurrence
   $1,000,000.00 - Aggregate, Products and Completed Operations
2. Property Damage:
   $1,000,000.00 - Each occurrence
   $1,000,000.00 – Aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment, and contractor shall continue to provide evidence of such coverage to owner on an annual basis during the aforementioned period.

Contractual Liability (Hold Harmless Coverage):
1. Bodily Injury:
   $1,000,000.00 - Each occurrence
2. Property Damage:
   $1,000,000.00 - Each occurrence
   $1,000,000.00 - Aggregate

Personal injury, with employment exclusion deleted: $1,000,000.00.

Comprehensive Automobile Liability (Owned, non-owned, hired)
1. Bodily Injury:
   $ 500,000.00 - each person
   $2,000,000.00 - each occurrence
2. Property Damage:
   $1,000,000.00 - each occurrence

A certificate of insurance MUST be submitted to BOARD OF EDUCATION OF WASHINGTON COUNTY verifying that the contractor maintains Comprehensive General Liability and Comprehensive Automobile Liability as indicated above prior to commencement of work.

This requested certificate of insurance will name the BOARD OF EDUCATION OF WASHINGTON COUNTY as an additionally insured party for general liability, automobile and workers' compensation.
OCCUPIED BUILDINGS Work under this resultant contract may take place while schools are occupied by students and staff. Employees and agents of contractor shall conduct themselves in a professional manner while on the premises. Any such person found to disregard the nature of the school system’s surroundings shall be removed from the premises.

WARRANTIES AND REPRESENTATIONS
The contractor represents and warrants to WCPS that:
   (a) the Products shall be manufactured and supplied strictly in accordance with the Specifications and good manufacturing practices;
   (b) at the time of delivery, the Products shall be (i) strictly in accordance with the Contract and previously approved deliveries and (ii) of good quality and (iii) fit for human consumption, and any other purpose for which the Products are commonly supplied;
   (c) the Products and the use for which they are designed and the sourcing, manufacture, packaging, sale, supply and delivery of the Products shall not infringe any patent or intellectual property rights of any third party.
   (d) it shall ensure that the products, from the intake of ingredients through manufacture to the distribution of the Products, have been safely handled with respect to the control of microbiological, foreign body, allergens and chemical; and
   (e) the warranties and representations provided for in this clause shall be in addition to those implied or available by law and shall continue in force notwithstanding the acceptance and/or payment by a Buyer of all or part of any Products.
   (f) Contractor shall be liable for and indemnify WCPS against all losses, claims, costs and all other liabilities whatsoever and howsoever caused and whether or not foreseeable, they incur or suffer as a result of or in connection with any breach of the Contract, enforcement of applicable laws, any recall of Products or any recall of goods or products incorporating any Products and any infringement by any supplier or the products of any third party.

RELATIONSHIP TO THE BOARD The contractor will be legally considered as an independent contractor and neither the firm nor its employees will, under any circumstances, be considered employees or agents of the WCBOE. The BOARD will not be legally responsible for any negligence or other wrong doing by the Offeror, its servants or agents. The BOARD will not withhold from the contract payments to the Offeror any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any amounts for benefits to the contractor. Further, the BOARD will not provide to the Offeror any insurance coverage or other benefits, including Workers Compensation, normally provided by the BOARD for its employees.

PATENTS AND ROYALTIES The Offeror covenants to save, defend, keep harmless, and indemnify the BOARD and all of its officers, departments, agencies, agents, and employees (collectively the “The Board of Education of Washington County”) from and against any and all claims, losses damages, injuries, fines, penalties, costs (including court costs and attorney fees) charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the WCBOE. If the Offeror uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with work.

TOBACCO FREE AND ALCOHOL FREE ENVIRONMENT WCPS maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school building at all times., Persons found violating this policy will be requested to remove the product and themselves from school premises.
Immigration Reform and Control Act of 1986 The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

Antitrust By entering into the contract, the Offeror conveys, sells, assigns, and transfers to WCPS all rights, title, and interest in and to all causes of action the Offeror may have or hereafter acquire under the antitrust laws of the United States and Maryland, relating to the goods or services purchased or acquired by WCPS under said contract.

Sex Offenders The Maryland General Assembly has enacted a law that prohibits a person who enters into a contract with WCPS from knowingly employing an individual to work at a school if the individual is a registered sex offender.

It is your duty as a person or entity who has or, who may have, a contract with WCPS to confirm whether an individual you plan to assign to work at a WCPS school is a registered sex offender.

A person who violates this law is guilty of a misdemeanor and or conviction is subject to imprisonment not exceeding five (5) years or fine not exceeding $5,000 or both.

In the event you assign an individual to work at a WCPS school and a claim or lawsuit is asserted against WCPS or any of its employees or agents as a result of such act or omission, you must indemnify and hold harmless WCPS and its employees and agents from any and all losses, expenses, litigation expenses, attorney’s fees, court costs, settlements, judgments or the like.
SECTION 6: CRITERIA FOR SELECTION

The Technical Proposal will determine the ranking according to the qualifications selection procedures. WCPS may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking.

MANDATORY To be eligible for selection, a proposal must be:

a. Timely received from an Offeror;
b. Properly signed by the Offeror.
c. Submit Completed Bid Proposal Affidavit
d. Follow Technical Proposal Format
e. Submit Price Proposal Information separate from Technical Proposal
f. Submit the required Number of Copies (2 Original hard copies and 12 Duplicate Technical Proposals on CDs or thumb drives)

The Purchasing Supervisor, as the Procurement Official for WCPS, may at her discretion, allow for a waiver of technical or immaterial nonconformities in an Offeror’s proposal.

RFP EVALUATION COMMITTEE The Purchasing Supervisor, in consultation with the Supervisor of FNS, has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Purchasing Department will notify in writing of its selection the responsible Offeror whose proposal is determined to be the most advantageous to the WCPS as determined by the Evaluation Committee after taking into consideration all of the evaluation factors. The Supervisor of Purchasing will recommend the award of the contract only to the Offerors determined to be responsive and responsible, representing the best value offers, as determined by the Evaluation Committee, guided by these criteria for selection.

SELECTION PROCESS The WCPS reserves the right to select any number of firms; local, regional or national for the award provided they are responsive and responsible to the solicitation requirements.

WCPS reserves the right to reject any and all proposals submitted and/or request additional information for clarification purposes. WCPS is not required to award any contract as a result of this Request for Proposals.

The Purchasing Supervisor shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to evaluation. This review includes such things as timely submittal, U.S. Communities Administration Agreement (signed unaltered), and inclusion of all required forms.

Technical proposals will be opened first and reviewed for basic responsiveness and compliance with the RFP by WCPS. Any Proposals that are egregiously inadequate or incomplete or clearly below the bounds of reasonable standard of care will be considered non-responsive, rejected, and dropped from further consideration. Price Proposals will then be opened by the Purchasing Supervisor and checked to confirm that the forms are included and filled out, i.e. that they are basically responsive.
The Technical Proposal and Price Proposals will be scored separately and each score will be combined into a Total Score for each Proposal. WCPS has established the following relative weights for the Technical Proposal and Price Proposal.

- Technical Proposal 60%
- Price Proposal 40%

100%

TECHNICAL PROPOSAL EVALUATION The Evaluation Committee will employ the following main criteria and relative weights in evaluating Technical Proposals:

A. Product Offering 15%
B. Conformance to the Specification and Scope of Services Requirements 20%
C. Proven experience of the Offeror’s success in providing Food Products and Distribution for K-12 and Other Public Agencies 5%
D. Qualifications and capabilities as demonstrated in Supplier Worksheet and Supplier Information 20%

PRICE PROPOSAL EVALUATION The basis of evaluation and ranking of Price Proposals will be Exhibits A and B.

PROPOSAL CONTENTS All Proposals become the property of WCPS. The contents of the proposals will be held confidentially until the award is publically recommended by the Procurement Review Committee (usually several business days prior to the WCBOE Business Meeting.) At this time, all proposals will be made available for public inspection in accordance with the Maryland Public Information law.

Submittals which do not include all the elements as specified, or which deviate from the proposed format and content specified, may be deemed non-responsive by the WCPS and eliminated from further consideration.
SECTION 7 –FORMS

CERTIFICATION OF COMPLIANCE

BIDDERS AFFIDAVIT

CONTRACT ADDENDUM

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING LOBBYING

CLEAN AIR AND WATER CERTIFICATION
CERTIFICATION OF COMPLIANCE

Company Name

By indication of the authorized signature below, the Offeror does hereby make certification and assurance of compliance with:

— the laws of Maryland;
— Title VI of the Civil Rights Act of 1964;
— the Equal Employment Opportunity Act and the regulations issued there-under by the federal government;
— the Americans with Disabilities Act of 1990 and the regulations issued there-under by the federal government;
— Buy American Federal Regulation in 7CFR 210.21;
— the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
— the condition that no amount shall be paid directly or indirectly to an employee or official of Washington County Public Schools as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the in connection with the procurement under this RFP;
— Bidder’s Affidavit;
— the condition that free and open competition was protected;
— the condition that Washington County Public Schools has the final decision and approval regarding all aspects of the procurement process;
— the condition that competition by manufacturers, processors, suppliers, or others desiring to do business with Washington County Public Schools shall not be restricted; and
— Section 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

Signature and Date
COMAR 21.05.08.07 Bidders shall complete and submit this bid/proposal affidavit to the Supervisor of Purchasing, Washington County Public Schools with the bid or offer.

A. AUTHORITY I HEREBY AFFIRM THAT: I (print name) possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION The undersigned bidders hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidders has considered all proposals submitted from qualified, potential subcontractors and supplies, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidders on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidders herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidders discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description, and a description of the status or resolution of that determination, including any remedial action taken. Bidders agree to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1 Certification Regarding Minority Business Enterprises. The undersigned bidders hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308 (a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and: Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal; Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal; Fail to use the certified minority business enterprise in the performance of the contract; or Pay the certified minority business enterprise solely for the use of its name in the bid or proposal. Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidders on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or
imposition of probation before judgment with the date, court, official or administrative body, the
sentence or disposition, the name(s) of person(s) involved, and their current positions and
responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS
I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and
belief, the above business, or any of its officers, directors, partners, controlling stockholders, or
any of its employees directly involved in the business's contracting activities including obtaining
or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:
   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or
       private contract; or
   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen
       property;
(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the
    Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud
    Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a
    public or private contract;
(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the
    State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of
    the Annotated Code of Maryland;
(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for
    conviction or liability under any law or statute described in subsections (1)—(5) above;
(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in
    connection with the submission of bids or proposals for a public or private contract; or
(8) Been found in a final adjudicated decision to have violated the Commercial
    Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the
    Annotated Code of Maryland with regard to a public or private contract; or
(9) Admitted in writing or under oath, during the course of an official investigation or other
proceedings, acts or omissions that would constitute grounds for conviction or liability under any
law or statute described in §§B and D (1)-(7) above, except as follows (indicate reasons why the
affirmations cannot be given, and list any conviction, plea, or imposition of probation before
judgment with the date, court, official or administrative body, the sentence or disposition, the
name(s) of the person(s) involved and their current positions and responsibilities with the
business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT I FURTHER AFFIRM THAT: Neither I, nor
to the best of my knowledge, information, and belief, the above business, or any of its officers,
directors, partners, controlling stockholders, or any of its employees directly involved in the
business's contracting activities, including obtaining or performing contracts with public bodies,
has ever been suspended or debarred (including being issued a limited denial of participation) by
any public entity, except as follows (list each debarment or suspension providing the dates of the
suspension or debarment, the name of the public entity and the status of the proceedings, the
name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES
FURTHER AFFIRM THAT:
(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION
FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, K-12 Food supplies and services.

H. AFFIRMATION REGARDING COLLUSION
FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business has:
(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidders or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT
FURTHER AFFIRM THAT:
Except as validly contested, the business has paid, or has arranged payment of all taxes due the State of Maryland and has filed all required returns and reports with the Controller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES
FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT
I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having
jurisdiction, the exercise of any statutory right or remedy conferred by the constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract. I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. Date:_______________________________ By:

(Print name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)
MANDATORY CONTRACT ADDENDUM COMAR 21.07.01.25 Bidder shall complete and submit this contract affidavit to the Legal Department of Washington County Public Schools to attach with the contract form.

A. AUTHORITY
I HEREBY AFFIRM THAT: I, (print name)___________________________________________possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION I FURTHER AFFIRM THAT:
The business named above is a (check applicable items): Corporation ___domestic ___or foreign Limited Liability Company ___domestic ___or foreign Partnership ___domestic ___or foreign Statutory Trust __domestic ___or foreign Sole Proprietorship____

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with State Department of Assessments and Taxation is: Name and Department ID Number_______________________________________________________
Address:_______________________________________________________________________
____ and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number:_____________________________________________________
Address:____________________________________________________________
____________________

C. FINANCIAL DISCLOSURE AFFIRMATION I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, the provisions of the State Finance and Procurement Article §13221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, Election Law Article §§14-101-14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.
E. DRUG AND ALCOHOL FREE WORKPLACE (Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head’s designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency’s undercover operations.) I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of the prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug abuse and alcohol abuse in the workplace;

(ii) The business’s policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance on the contract.
(4) I acknowledge and agree that:
(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID I FURTHER AFFIRM THAT: To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _______________________, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of

RFP #2014-39 for Food Products and Distribution for K-12 and Other Public Agencies, the date of this Contract Affidavit and as if fully set forth herein. I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_______________________________

By:___________________________
__________________ (Printed name
of Authorized Representative and
Affiant)

(Signature of Authorized Representative and Affiant)
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(A) By submission of this offer, the Offeror certifies each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other Offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and

(3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) By submission of this offer, the Offeror certifies that:

(1) He or she is the person in the Offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in other Offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

_________________________________ _______________________________
Company’s Authorized Representative (Printed Name) Date

_________________________________ _______________________________
Company’s Authorized Representative (Signature) Title
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
Federal Form AD-1048

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participant’s responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

(Please read instructions on next page before completing Certification.)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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<tr>
<th>Organization Name</th>
<th>Award Number or Project Name</th>
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<th>Name(s) and Titles(s) of Authorized Representatives(s)</th>
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<tr>
<th>Signature(s)</th>
<th>Date</th>
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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS) at http://epls.arnet.gov/.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.
NOTICE TO OFFERORS – CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their sub-tier contractors and/or sub-grantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of $100,000 (or $150,000 for loans) on or after December 23, 1989, the law requires recipients and their sub-tier contractors and/or sub-grantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their sub-tier contractors or sub-grantees will pay with profits or non-appropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan;

- You are required to execute the attached certification at the time of submission of an application or before any action in excess of $100,000 is awarded; and

- You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).
CERTIFICATION REGARDING LOBBYING
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____________________________________________________________________________
Organization Name  Award Number or Project Name
_____________________________________________________________________________
Name and Title of Authorized Representative
_____________________________________________________________________________
Signature  Date
CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Vendor: __________________________________

THE VENDOR AGREES AS FOLLOWS

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

B. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).


C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(e) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the vendor.

________________________
Signature of Vendor

________________________
Title

________________________
Date
SECTION 7: U.S. COMMUNITIES

U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein “National Sponsors”).

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

| North Carolina State University, NC | Prince William County Schools, VA |
| City of Los Angeles, CA            | City of Houston, TX |
| Cobb County, GA                   | Los Angeles County, CA |
| Denver Public Schools, CO         | Maricopa County, AZ |
| Fresno Unified School District, CA| Miami-Dade County, FL |
| City and County of Denver, CO     | Salem-Keizer School District, OR |
| Emory University, GA              | San Diego Unified School District, CA |
| Fairfax County, VA                | City of Seattle, WA |
| Harford County Public Schools, MD | Great Valley School District, PA |
| City of Kansas City, MO           | Auburn University, AL |
| Hennepin County, MN               | City of San Antonio, TX |
| Collier County Public Schools, FL | Orange County, NY |
| Port of Portland, OR              | City of Chicago, IL |
Participating Public Agencies

Today more than 57,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.3 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Washington County Public Schools is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies’ Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is included in this Section 7.

Estimated Volume

The total estimated dollar volume of Products and Services purchased under the proposed Master Agreement is over $50 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Washington County Public Schools and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2012 purchased more than $135 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier’s products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail,
national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.

- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

**Marketplace**

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

**Multiple Awards**

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

**Evaluation of Proposals**

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.
SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier’s U.S. Communities program and linked to U.S. Communities’ website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully
supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier’s pricing shall be evaluated on either an overall project basis or the Public Agency’s actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency’s unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency’s purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier’s obligation to match the pricing under Supplier’s contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier’s pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
(iv) Supplier’s Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in the Administration Agreement, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) Sales Commitment. Supplier shall market the Master Agreement through Supplier’s sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier’s primary offering to Public Agencies. Supplier’s sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier’s Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier’s sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to
Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
  - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
  - (2) Copy of original procurement solicitation;
  - (3) Copy of Master Agreement including any amendments;
  - (4) Summary of Products and Services pricing;
  - (5) Electronic link to U.S. Communities’ online registration page; and
  - (6) Other promotional material as requested by U.S. Communities.

- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) **Electronic Registration.** Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities’ online registration process prior to processing the Public Agency’s first sales order.
(vi) **Supplier’s Performance Review.** Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier’s performance of the covenants set forth in this Agreement.

(vii) **Supplier Content.** Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.
U.S. Communities Administration Agreement

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included hereto in this Section 7) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier’s general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administration Agreement is required to be submitted with the supplier’s proposal without exception or alteration. Failure to do so will result in disqualification.
SUPPLIER WORKSHEET FOR REGIONAL AND NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies.
   YES____ NO____

B. Does your company have a sales force, dealer network or distributor with the ability to call on Participating Public Agencies?
   YES____ NO____

C. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
   YES____ NO____

D. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
   YES____ NO____

E. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
   YES____ NO____

F. Does your company maintain records of your overall Participating Public Agencies’ sales that you can and will share with U.S. Communities to monitor program implementation progress?
   YES____ NO____

G. Will your company commit to the following program implementation schedule?
   YES____ NO____

H. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
   YES____ NO____

______________________________________________________________________________

Submitted by: ________________________________________________________________
(Printed Name) (Signature)

________________________________ ___________________________________
(Title) (Date)
<table>
<thead>
<tr>
<th>New Supplier Implementation Checklist</th>
<th>Target Completion After Award</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. First Conference Call</strong></td>
<td>One Week</td>
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<tr>
<td>Discuss expectations</td>
<td></td>
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<tr>
<td>Establish initial contact people &amp; roles</td>
<td></td>
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<tr>
<td>Outline kickoff plan</td>
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<tr>
<td>Establish WebEx training date</td>
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<tr>
<td><strong>2. Second Conference Call</strong></td>
<td>One Week</td>
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<tr>
<td>Review Contract Commitments</td>
<td></td>
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<tr>
<td><strong>3. Executed Legal Documents</strong></td>
<td>One Week</td>
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<tr>
<td>U.S. Communities Administration Agreement</td>
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<tr>
<td>Lead Public Agency agreement signed</td>
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<td><strong>4. Supplier Login Established</strong></td>
<td>One Week</td>
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<tr>
<td>Complete Supplier Set Up form</td>
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<tr>
<td>Complete user account &amp; user ID form</td>
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<tr>
<td><strong>5. Initial Sr. Management Meeting</strong></td>
<td>Two Weeks</td>
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<tr>
<td>Implementation Process Progress</td>
<td></td>
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<tr>
<td>U.S. Communities &amp; Supplier Organizational Overview</td>
<td></td>
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<tr>
<td>Supplier Manager to review and further discuss commitments</td>
<td></td>
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<tr>
<td><strong>6. Initial National Account Manager (NAM) &amp; Staff Training Meetings</strong></td>
<td>Two Weeks</td>
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<tr>
<td>Discuss expectations, roles &amp; responsibilities</td>
<td></td>
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<tr>
<td>Introduce and review web-based tools</td>
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<tr>
<td>Review process &amp; expectations with NAM and lead referral person</td>
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<tr>
<td><strong>7. Review Top Joint Target Opportunities</strong></td>
<td>Four Weeks</td>
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<tr>
<td>Top 10 local contracts</td>
<td></td>
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<tr>
<td>Review top U.S. Communities Participating Public Agencies (PPA)</td>
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<tr>
<td><strong>8. Program Contact Requirements</strong></td>
<td>One Week</td>
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<tr>
<td>Supplier contacts communicated to U.S. Communities Staff</td>
<td></td>
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<tr>
<td>Dedicated email</td>
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<tr>
<td>Dedicated toll free number</td>
<td></td>
</tr>
<tr>
<td>Dedicated fax number</td>
<td></td>
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<tr>
<td><strong>9. Web Development</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Initiate IT contact</td>
<td></td>
</tr>
<tr>
<td>Initiate E-Commerce Conversation</td>
<td>One Week</td>
</tr>
<tr>
<td>Begin Website construction</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Website final edit</td>
<td>Five Weeks</td>
</tr>
<tr>
<td>Product upload to U.S. Communities site</td>
<td>Five Weeks</td>
</tr>
<tr>
<td><strong>10. Sales Training &amp; Roll Out</strong></td>
<td></td>
</tr>
<tr>
<td>Program Manager (PM) briefing - Coordinate with NAM</td>
<td>Five Weeks</td>
</tr>
<tr>
<td>Initial remote WebEx training for all sales - Coordinate with NAM</td>
<td>Three Weeks</td>
</tr>
<tr>
<td>Establish 90-day face-to-face training plan/strategy session for all sales —with NAM &amp; PM</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Top 10 metro areas - Coordinate with NAM &amp; PM</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>Initiate contact with Advisory Board (AB) members</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td><strong>11. Marketing</strong></td>
<td>Six Weeks</td>
</tr>
<tr>
<td>General announcement</td>
<td></td>
</tr>
<tr>
<td>1 Page Summary with Supplier contacts</td>
<td></td>
</tr>
<tr>
<td>Branding of program</td>
<td></td>
</tr>
<tr>
<td>Supplier handbook</td>
<td></td>
</tr>
<tr>
<td>Announcement to AB and Sponsors</td>
<td></td>
</tr>
</tbody>
</table>
SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

Company

1. Total number and location of sales persons employed by your company in the United States;

   Example:

<table>
<thead>
<tr>
<th>NUMBER OF SALES REPRESENTATIVES</th>
<th>CITY</th>
<th>STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Phoenix</td>
<td>AZ</td>
</tr>
<tr>
<td>6</td>
<td>Tucson</td>
<td>AZ</td>
</tr>
<tr>
<td>10</td>
<td>Los Angeles</td>
<td>CA</td>
</tr>
<tr>
<td>12</td>
<td>San Francisco</td>
<td>CA</td>
</tr>
<tr>
<td>6</td>
<td>San Diego</td>
<td>CA</td>
</tr>
<tr>
<td>5</td>
<td>Sacramento</td>
<td>CA</td>
</tr>
<tr>
<td>3</td>
<td>Fresno</td>
<td>CA</td>
</tr>
<tr>
<td>Etc.</td>
<td>Etc.</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>366</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. Number and location of distribution outlets in the United States (if applicable);

3. Number and location of support centers (if applicable);

4. Annual sales for 2011, 2012 and 2013 in the United States; Sales reporting should be segmented into the following categories:

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Segment</td>
</tr>
<tr>
<td>Cities</td>
</tr>
<tr>
<td>Counties</td>
</tr>
<tr>
<td>K-12 (Public/Private)</td>
</tr>
<tr>
<td>Higher Education (Public/Private)</td>
</tr>
<tr>
<td>States</td>
</tr>
<tr>
<td>Other Public Sector and Nonprofits</td>
</tr>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>Private Sector</td>
</tr>
<tr>
<td><strong>Total Supplier Sales</strong></td>
</tr>
</tbody>
</table>

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

7. Provide any details of all past or pending litigation or claims filed against your company that would affect your company’s performance under this Contract.

8. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

9. Provide a list with contact information of your company’s ten largest public agency customers, excluding federal. U.S. Communities Advisory Board Members are to be excluded from the list provided.

10. Provide a list with contact information of any public agency contracts lost within the last year due to performance issues, excluding federal.

**Distribution**

1. Describe your company’s experience with multi-unit customers during the past five years, including any experience with school districts and/or school district buying groups.

2. Describe how your company proposes to distribute the Products regionally or nationwide.

3. Describe your company’s capacity (frozen, chilled, dry) to handle contract volume.

4. Provide the number, size and location of your company’s distribution facilities, warehouses and branches as applicable.

5. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

6. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.

7. Provide the number of delivery trucks your company has currently in operation. Include the average age of your fleet and whether fleet is leased or owned. Provide the number of compartments the trucks have (frozen, chilled, dry).

8. If applicable, describe your company’s ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

9. Please describe your company’s position on fuel surcharges.

10. Please describe how your organization will handle a Participating Public Agency that already has a manufacturer agreement in place.

11. Please describe how your company will handle special order products, Holiday items, etc.
Marketing

1. Outline your company’s plan for marketing the Products to K-12 schools and any other applicable State and local government agencies regionally or nationwide.

2. Explain how your company will educate its regional or national sales force about the Master Agreement.

3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.

4. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management along with key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products and Services to be provided by the major product category set forth in Section 2 of the RFP. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

2. Describe your backorder policy in detail.

3. State your fill rate for products, if less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.

4. Describe your company’s capabilities with “FRESH” product categories: Produce, Dairy, Meat and Seafood. Is your company aligned with local produced sources?

5. Describe your company’s capabilities in the areas of non-food items: Paper and Disposables, Equipment, Smallwares, Chemicals, etc.

6. Please list the top fifteen food vendors that you purchase from as a normal course of your broad line distribution. Please describe if/how you could possibly assist Participating Public Agencies in obtaining additional values from these manufacturers (as well as others) based upon consolidation efforts with regards to Participating Public Agencies purchasing.

7. Please describe the beverage dispensing services available at your organization. What vendors are you aligned with? Who provides maintenance? Are there any additional costs to customers for these services? Please provide details of costs in your Cost Proposal.

8. Please describe your capability to provide nutritional information on all food products in an electronic and searchable format.
9. Describe any special programs that your company offers that will improve customers’ ability to access Products, on-time delivery or other innovative strategies.

**Quality**

1. Describe your company’s quality control processes.

2. Describe your problem escalation process.

3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

4. Provide facility inspection reports for the past 12 months.

5. Provide OSHA inspection reports for the past 12 months.

**Administration**

1. Describe your company’s capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

2. Describe your company’s internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

3. Describe your company’s ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency’s ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, “go live” date, net sales per calendar year since “go live”, and percentage of agency sales being processed through this connection.

4. Describe your company’s implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity’s name(s), contact person(s) and contact information.

5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.

6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.
Financial Statements

The Supplier shall include an audited income statement and balance sheet from the two (2) most recent reporting periods in its proposal.

Regional/National Staffing Plan

A staffing plan is required which describes the Supplier’s proposed staff distribution to implement and manage this contract throughout the term of the contract. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline of each member’s involvement throughout the contract. It is mandatory that this section identify the key personnel who are to be engaged in this contract, their relationship to the contracting organization, and amount of time to be devoted to the contract.

Environmental

1. Provide a brief description of any company environmental initiatives, including your company’s environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.

2. Describe your company’s process for defining green products or sustainable processes.

3. Is your company aligned with local produce sources that focus on organic and sustainable products?

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.
ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of ________________, by
and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S.
Communities") and _______________________ ("Supplier").

RECITALS

WHEREAS, ____________________ ("Lead Public Agency") has entered into a certain Master
Agreement dated as of ____________________, referenced as Agreement No. _______, by and between
Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof,
the "Master Agreement") for the purchase of ___________________ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local
government, school district, private K-12 school, technical or vocational school, higher education
institution (including community colleges, colleges and universities, both public and private), other
government agency or nonprofit organization (each a "Public Agency" and collectively, "Public
Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon
prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating
Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases
under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and
other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the
Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by
U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make
available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual
covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by
reference as though fully set forth herein, and the terms and conditions contained therein shall apply to
this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications
afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and
indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier’s obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of ______________ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities’ Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the “Founding Co-Sponsors”) and individual state-level sponsors. In addition, the
U.S. Communities staff shall enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier’s sales force.

(b) **Training and Knowledge Management Support.** U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 **Supplier’s Representations and Covenants.** Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier’s U.S. Communities program and linked to U.S. Communities’ website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) Pricing Commitment.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier’s pricing shall be evaluated on either an overall project basis or the Public Agency’s actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency’s unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency’s purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier’s obligation to match the pricing under Supplier’s contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier’s pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier’s Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The
following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier’s sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier’s primary offering to Public Agencies. Supplier’s sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier’s Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier’s sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier’s use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier’s name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement
was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

1. U.S. Communities standard logo with Founding Co-Sponsors logos;
2. Copy of original procurement solicitation;
3. Copy of Master Agreement including any amendments;
4. Summary of Products and Services pricing;
5. Electronic link to U.S. Communities’ online registration page; and
6. Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) **Electronic Registration.** Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities’ online registration process prior to processing the Public Agency’s first sales order.

(vi) **Supplier’s Performance Review.** Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier’s performance of the covenants set forth in this Agreement.

(vii) **Supplier Content.** Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively “Supplier Content”) for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated
hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

3.4 Breach of Supplier’s Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency’s sole discretion or this Agreement at U.S. Communities’ sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier’s sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier’s pricing that is offered to Participating Public Agencies at U.S. Communities’ sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier’s pricing at Supplier’s sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead
Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

   (a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

   (b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

<table>
<thead>
<tr>
<th>Report Name</th>
<th>Follow up with U.S. Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Qtr Drop Sales Analysis</td>
<td>Financial &amp; Reporting Manager</td>
</tr>
<tr>
<td>Zero States Sales Report</td>
<td>Program Manager</td>
</tr>
<tr>
<td>Registered Agency Without Sales Report</td>
<td>Program Manager</td>
</tr>
</tbody>
</table>

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

   (i) Agency Sales by Population/Enrollment Report
   (ii) Hot Prospect Sales Report
(iii) New Lead Sales Report  
(iv) State Comparison Sales Report  
(v) Advisory Board Usage Report  
(vi) Various Agency Type Comparison Reports  
(vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency’s sole discretion or this Agreement at U.S. Communities’ sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Attorney’s Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities’ sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities’ obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:  
U.S. Communities  
2999 Oak Road, Suite 710  
Walnut Creek, California 94597  
Attn: Program Manager Administration

Supplier:  

________________________________  

________________________________  

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6.5 **Severability.** If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 **Waiver.** Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 **Modifications.** This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 **Governing Law; Arbitration.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By ______________________________
Name: ______________________________
Title: ______________________________

Supplier:

____________________________________
By ______________________________
Name: ______________________________
Title: ______________________________
ATTACHMENT A

MASTER AGREEMENT

(Washington County Public Schools contract to be attached at time of award.)
## SALES REPORT DATA FORMAT

<table>
<thead>
<tr>
<th>TIN</th>
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<th>Account No.</th>
<th>Agency Name</th>
<th>Dept Name</th>
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<th>City</th>
<th>State</th>
<th>Zip</th>
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### Column Name Required Data Type Length Example Comment

- **TIN** | Optional | Text | 9 | 956000735 | No Dash, Do not omit leading zero.
- **Supplier ID** | Yes | Number | 3 | 111 | See Supplier ID Table Below
- **Account No.** | Optional | Text | 25 max | Depends on supplier account no.
- **Agency Name** | Yes | Text | 255 max | Los Angeles County
- **Dept Name** | Optional | Text | 255 max | Purchasing Dept
- **Address** | Yes | Text | 255 max | Must be a valid City name
- **City** | Yes | Text | 2 | CA | Must be a valid City name
- **State** | Yes | Text | 2 | CA | Must be a valid City name
- **Zip** | Yes | Text | 5 | 90271 | No Dash, Do not omit leading zero. Valid state code
- **Agency Type** | Yes | Number | 2 | 30 | See Agency Type Table Below
- **Year** | Yes | Number | 4 | 2010 | No Dash, Do not omit leading zero. Valid state code
- **Qtr** | Yes | Number | 1 | 4 | See Agency Type Table Below
- **Month** | Yes | Number | 2 | 12 | See Agency Type Table Below
- **Amount** | Yes | Number variable | | 45090.79 | Two digit decimal point, no $ sign or commas

### Agency Type Table

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<td>College and University</td>
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<td>City</td>
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<td>State Agency</td>
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<td>Non-Profit</td>
</tr>
<tr>
<td>84</td>
<td>Other</td>
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</tbody>
</table>
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services.
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.
STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:


| State: HI | Hilo          |
| Account Type: HI Counties, Cities, Colleges | Holualoa       |
|          | Honaunau      |
|          | Honokaa       |
|          | Honolulu      |
|          | Honomu        |
|          | Hoolehua      |
|          | Kaaawa        |
|          | Kahuku        |
|          | Kahului       |
|          | Kailua        |
|          | Kailua Kona   |
|          | Kalaheo       |
|          | Kalaupapa     |
|          | Kamuela       |
|          | Kaneohe       |
|          | Kapaa         |
|          | Kapaau        |
|          | Kapolei       |
|          | Kaumakani     |
|          | Kaunakakai    |
|          | Kawela Bay    |
|          | Keaau         |
|          | Kealakekua    |
|          | Kealia        |
|          | Keauh        |
|          | Kekaha        |
|          | Kihei         |
|          | Kilauea       |
Koloa
Kualapuu
Kula
Kunia
Kurtistown
Lahaina
Laie
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Mililani
Mountain View
Naalehu
Ninole
Ocean View
Ookala
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepekeeo
Princeville

Pukalani
Puunene
Schofield Barracks
Tripler Army Medical Center
Vollano
Wahiawa
Waialua
Waianae
Wailoloa
Wailuku
Waimanalo
Waimea
Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honolulu Community College
Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College
State: HI

Account Type: K-12 (13 records)

ST JOHN THE BAPTIST
Waimanalo Elementary and Intermediate School
Kailua High School
PACIFIC BUDDHIST ACADEMY
HAWAII TECHNOLOGY ACADEMY
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
MARYKNOLL SCHOOL
ISLAND SCHOOL
KE KULA O S. M. KAMAKAU
KAMEHAMEHA SCHOOLS
HANAHANU’OLI SCHOOL
EMMANUAL LUTHERAN SCHOOL
Our Savior Lutheran School

Account Type: County (3 records)

BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL
Honolulu Fire Department

Account Type: Non-Profit (61 records)

Naalehu Assembly of God
University of the Nations
outrigger canoe club
One Kalakaua
Native Hawaiian Hospitality Association
St. Theresa School
Hawaii Peace and Justice
Kauai Youth Basketball Association
NA HALE O MAUI
LEEWARD HABITAT FOR HUMANITY
WAIANAE COMMUNITY OUTREACH
NA LEI ALOHA FOUNDATION
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
BUILDING INDUSTRY ASSOCIATION OF HAWAII
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
LANAKILA REHABILITATION CENTER INC.
POLYNESIAN CULTURAL CENTER
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
BISHOP MUSEUM

ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
ASSOSIATION OF OWNERS OF KUKUI PLAZA
MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANEUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Hawaii Area Committee
St. Francis Medical Center
READ TO ME INTERNATIONAL FOUNDATION
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
Hawaii Island Humane Society
First United Methodist Church
AOAO Royal Capitol Plaza
MARINE SURF WAIKIKI, INC.
Hawaii Health Connector
Hawaii Carpenters Market Recovery Program Fund
Puu Heleakala Community Association
Saint Louis School
Kailua Racquet Club, Ltd.
Homewise Inc.
Hawaii Baptist Academy
prod test kindly ignore HI - DP
Kroc Center Hawaii

Account Type: College and University (7 records)
### ARGOSY UNIVERSITY
- Hawaii Pacific University
- University of Hawaii at Manoa
- Research Corporation of the University of Hawaii
- Brigham Young University - Hawaii

### Account Type: Other (4 records)
- University Clinical Research and Association
- Chamaine University of Honolulu
- Hawaii Information Consortium
- Turtle Bay Resort Golf Club

### Account Type: City (1 record)
- County of Maui

### Account Type: Community College (2 records)
- Honolulu Community College
- College of the Marshall Islands

### Account Type: State Agency (11 records)
- DOT Airports Division Hilo International Airport
- Judiciary - State of Hawaii
- State of Hawaii, Dept. of Education Admin. Services Office
- SOH - Judiciary Contracts and Purch
- State Department of Defense
- Hawaii Child Support Enforcement Agency
- Hawaii Health Systems Corporation
- Hawaii Agriculture Research Center
- State of Hawaii

### Account Type: Consolidated City/County (1 record)
- Third Judicial Circuit - State of Hawaii

### Account Type: Federal (2 records)
- US Navy
- Defense Information System Agency

### State: OR

### Account Type: K-12 (197 records)
- Valley Catholic Schl
- Bethel School District #52
- St. Therese Parish/School
- Portland YouthBuilders
- Wallowa County ESD
- Fern Ridge School District 28J
- Molalla River Academy
- High Desert Education Service District
- Southwest Charter School
- Whiteaker Montessori School
- Cascades Academy of Central Oregon
- Neah-Kah-Nie District No.56
- Inter Mountain ESD
- Stanfield School District
- La Grande School District
- Cascade School District
- Dufur School District No.29

### Consolidated City/County (1 record)
- City and County of Honolulu

### Account Type: Federal (2 records)
- US Navy
- Defense Information System Agency

### State: OR

### Account Type: K-12 (197 records)
- The Catlin Gabel School
- North Wasco Cty School District 21 - ChenoWith
- Central Catholic High School
- Canyonville Christian Academy
- Gen Conf of SDA Church Western Or
- Portland Adventist Academy
- Our Lady of the Lake School
- Nyssa School District No. 26
- Arlington School District No. 3
- Livingstone Adventist Academy
- Santiam Canyon SD 129J
- West Hills Community Church
- Banks School District
- Willamette Education Service District
- Baker County School Dist. 16J - Malheur ESD
- Harvey Education Service District
- Greater Albany Public School District
- Lake Oswego School District 7J
- Southern Oregon Education Service District
- Silver Falls School District
St Helens School District
DAYTON SCHOOL DISTRICT NO.8
Amity School District 4-J
SCAPPOOSE SCHOOL DISTRICT 1J
REEDSPORT SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71
TIGARD-TUALATIN SCHOOL DISTRICT
SHERWOOD SCHOOL DISTRICT 88J
RAINIER SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
MONROE SCHOOL DISTRICT NO.1J
CHILDPEACE MONTESSORI
HEAD START OF LANE COUNTY
HARNEY COUNTY SCHOOL DIST. NO.3
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
LEBANON COMMUNITY SCHOOLS NO.9
MT.SCOTT LEARNING CENTERS
SEVEN PEAKS SCHOOL
DE LA SALLE N CATHOLIC HS
MULTISENSORY LEARNING ACADEMY
MITCH CHARTER SCHOOL
REALMS CHARTER SCHOOL
BAKER SCHOOL DISTRICT 5-J
PHILOMATH SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT
CANBY SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46
WEST LINN WILSONVILLE SCHOOL DISTRICT
MOLALLA RIVER SCHOOL DISTRICT NO.35
ESTACADA SCHOOL DISTRICT NO.108
GLADSTONE SCHOOL DISTRICT
ASTORIA SCHOOL DISTRICT 1C
SEASIDE SCHOOL DISTRICT 10
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
VERNONIA SCHOOL DISTRICT 47J
SOUTH COAST EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COOS BAY SCHOOL DISTRICT
NORTH BEND SCHOOL DISTRICT 13
COQUILLE SCHOOL DISTRICT 8
MYRTLE POINT SCHOOL DISTRICT NO.41
BANDON SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
REDMOND SCHOOL DISTRICT
DESHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS EDUCATION SERVICE DISTRICT
ROSEBURG PUBLIC SCHOOLS
GLIDE SCHOOL DISTRICT NO.12
SOUTH UMPQUA SCHOOL DISTRICT #19
YONCALLA SCHOOL DISTRICT NO.32
ELKTON SCHOOL DISTRICT NO.34
DOUGLAS COUNTY SCHOOL DISTRICT 116
HOOD RIVER COUNTY SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
CENTRAL POINT SCHOOL DISTRICT NO. 6
JACKSON CO SCHOOL DIST NO.9
ROGUE RIVER SCHOOL DISTRICT NO.35
MEDFORD SCHOOL DISTRICT 549C
CULVER SCHOOL DISTRICT NO.
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
GRANTS PASS SCHOOL DISTRICT 7
LOST RIVER JR/SR HIGH SCHOOL
KLAMATH FALLS CITY SCHOOLS
LANE COUNTY SCHOOL DISTRICT 4J
SPRINGFIELD SCHOOL DISTRICT NO.19
CRESWELL SCHOOL DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
LANE COUNTY SCHOOL DISTRICT 69
SIUSLAW SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
LINN CO. SCHOOL DIST. 95C - SCIO SD
ONTARIO MIDDLE SCHOOL
GERVAIS SCHOOL DIST. #1
NORTH SANTIAM SCHOOL DISTRICT 29J
JEFFERSON SCHOOL DISTRICT
SALEM-KEIZER PUBLIC SCHOOLS
MT. ANGEL SCHOOL DISTRICT NO.91
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
MORROW COUNTY SCHOOL DISTRICT
MULTNOMAH EDUCATION SERVICE DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO. 2
CENTRAL SCHOOL DISTRICT 13J
St. Mary Catholic School
CROSSROADS CHRISTIAN SCHOOL
ST. ANTHONY SCHOOL
HERITAGE CHRISTIAN SCHOOL
BEND-LA PINE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
LINCOLN COUNTY SCHOOL DISTRICT
PORTLAND PUBLIC SCHOOLS
REYNOLDS SCHOOL DISTRICT
CENTENNIAL SCHOOL DISTRICT
NOBEL LEARNING COMMUNITIES
St. Stephen’s Academy
Salem-Keizer 24J
McKay High School
Pine Eagle Charter School
Waldo Middle School
hermiston school district
Clear Creek Middle School
Marist High School
Victory Academy
Vale School District No. 84
St. Mary School
Junction City High School
Three Rivers School District
Pedee School
Fern Ridge School District
Ppmc Education Committee
JESUIT HIGH SCHL EXEC OFC
LASALLE HIGH SCHOOL
Southwest Christian School
Stayton Christian School
Willamette Christian School
Westside Christian High School
CS LEWIS ACADEMY
Portland America School
Forest Hills Lutheran School
Sunrise Preschool
Mosier Community School
Koreducators Lep High
Warrenton Hammond School District
Sutherlin School District
Malheur Elementary School District
Ontario School District
Parkrose School District 3
Riverdale School District 51J
Tillamook School District
Trinity Lutheran Church and School
Siletz Valley School
Madeleine School
South Columbia Family School
Helix School District
Corvallis School District 509J
Falls City School District #57
Portland Christian Schools
Muddy Creek Charter School
Yamhill Carlton School District
ABIQUA SCHL
Imbler School District #11
monument school
St. Paul School District
L'Etoiile French Immersion School
Marist Catholic High School
Ukiah School District 80R
North Powder Charter School
French American School
Mastery Learning Institute
North Lake School District 14

Account Type: County (44 records)

GILLIAM COUNTY OREGON
HOUSING AUTHORITY OF CLACKAMAS COUNTY
UMATILLA COUNTY, OREGON
MULTNOMAH LAW LIBRARY
clackamas county
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
coos county
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCUTES COUNTY
GILLIAM COUNTY
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
jackson county
josephine county
klamath county
LANE COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MULTNOMAH COUNTY
SHERMAN COUNTY
WASCO COUNTY
YAMHILL COUNTY
WALLOWA COUNTY
ASSOCIATION OF OREGON COUNTIES
NAMI LANE COUNTY
BENTON COUNTY
DOUGLAS COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
POLK COUNTY
UNION COUNTY
WASHINGTON COUNTY
MORROW COUNTY
NORCOR Juvenile Detention
Tillamook County Estuary
Job Council
Mckenzie Personnel Services
Columbia Basin Care Facility
BAKER CNTY GOVT
TILLAMOOK CNTY

Account Type: Non-Profit (456 records)

Mt Emily Safe Center
Salem First Presbyterian Church
Rolling Hills Baptist Church
Baker Elks
Gates Community Church of Christ
PIP Corps LLC
Turtle Ridge Wildlife Center
Grande Ronde Model Watershed Foundation
Western Environmental Law Center
Mercy Flights, Inc.
HHoly Trinity Greek Orthodox Cathedral
MECOP Inc.
Beaverton Christians Church
Oregon Humanities
St. Pius X School
Community Connection of Northeast Oregon, Inc.
Living Opportunities, Inc.
Coos Art Museum
OETC
Blanchet House of Hospitality
Merchants Exchange of Portland, Oregon
Coalition for a Livable Future
Central Oregon Visitors Association
Soroptimist International of Gold Beach, OR
Real Life Christian Church
Delphian School
AVON
Human Solutions, Inc.
The Wallace Medical Concern
Boys & Girls Club of Salem, Marion & Polk Counties
The Ross Ragland Theater and Cultural Center
Cascade Health Solutions
Umpqua Community Health Center
ALZHEIMERS NETWORK OF OREGON
NATIONAL WILD TURKEY FEDERATION
TILLAMOOK ESTUARIES PARTNERSHIP
LIFEWORKS NW
COLLEGE HOUSING NORTHWEST
PARALYZED VETERANS OF AMERICA
Independent Development Enterprise Alliance
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
HALFWAY HOUSE SERVICES, INC.
REDMOND PROFICIENCY ACADEMY
OHSU FOUNDATION
SHELTERCARE
PRINGLE CREEK SUSTAINABLE LIVING CENTER
PACIFIC INSTITUTES FOR RESEARCH
Mental Health for Children, Inc.
The Dreaming Zebra Foundation
LAUREL HILL CENTER
THE OREGON COMMUNITY FOUNDATION
OCHIN
WE CARE OREGON
SE WORKS
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
OMNIMEDIX INSTITUTE
PORTLAND BUSINESS ALLIANCE
GATEWAY TO COLLEGE NATIONAL NETWORK
FOUNDATIONS FOR A BETTER OREGON
GOAL ONE COALITION
ATHENA LIBRARY FRIENDS ASSOCIATION
Coastal Family Health Center
CENTER FOR COMMUNITY CHANGE
STAND FOR CHILDREN
ST. VINCENT DEPAUL OF LANE COUNTY
EAST SIDE FOURSQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL FOUNDATION
MOSAIC CHURCH
HOUSING AUTHORITY OF LINCOLN COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
CONSERVATION BIOLOGY INSTITUTE
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
MORNING STAR MISSIONARY BAPTIST CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSEUM OF SCIENCE AND INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA
WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
ROSE VILLA, INC.
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND
METROPOLITAN AREA
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENNONITE BRETHREN CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
NORTHWEST REGIONAL EDUCATIONAL LABORATORY
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
LOAVES & FISHES CENTERS, INC.
FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES
SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES
SERENITY LANE
EAST HILL CHURCH
LA GRANDE UNITED METHODIST CHURCH
COAST REHABILITATION SERVICES
Edwards Center Inc
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
NEW HOPE COMMUNITY CHURCH
KLAMATH HOUSING AUTHORITY
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
SPONSORS, INC.
COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC
METRO HOME SAFETY REPAIR PROGRAM
OREGON SUPPORTED LIVING PROGRAM
SOUTH COAST HOSPICE, INC.
ALLFOURONE/CRESTVIEW CONFERENCE CTR.
The International School
REBUILDING TOGETHER - PORTLAND INC.
PENDLETON ACADEMIES
PACIFIC FISHERY MANAGEMENT COUNCIL
DOGS FOR THE DEAF, INC.
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
EMMAUS CHRISTIAN SCHOOL
DELIGHT VALLEY CHURCH OF CHRIST
SAINT CATHERINE OF SIENA CHURCH
PORT CITY DEVELOPMENT CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
CENTRAL CITY CONCERN
CANYB FOURSQUARE CHURCH
EMERALD PUD
VERMONT HILLS FAMILY LIFE CENTER
BENTON HOSPICE SERVICE
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
CASCADIA BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOURSQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH

211INFO
SONRISCE CHURCH
LIVING WAY FELLOWSHIP
Women’s Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTRY WOMENS CRISIS CENTER
SECURITY FIRST CHILD DEVELOPMENT CENTER
CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOUCCE CENTER OF GRETER PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND RONDE
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC.
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
DECISION SCIENCE RESEARCH INSTITUTE, INC.
WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING, INC.
FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God’s Children International
FARMWORKER HOUSING DEVELOPMENT CORPORATION
UMPIQUA COMMUNITY DEVELOPMENT CORPORATION
REGIONAL ARTS AND CULTURE COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
SELF ENHANCEMENT INC.
FRIENDS OF THE CHILDREN
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
COMMUNITY VETERINARY CENTER
PORTLAND SCHOOLS FOUNDATION
SUSTAINABLE NORTHWEST
OREGON DEATH WITH DIGNITY
BIRCH COMMUNITY SERVICES, INC.
BAY AREA FIRST STEP, INC.
OSLC COMMUNITY PROGRAMS
EN AVANT, INC.
ASHLAND COMMUNITY HOSPITAL
NORTHWEST ENERGY EFFICIENCY ALLIANCE
BONNEVILLE ENVIRONMENTAL FOUNDATION
SUMMIT VIEW COVENANT CHURCH
SALMON-SAFE INC.
BETHEL CHURCH OF GOD
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
SAINT ANDREW NATIVITY SCHOOL
BARLOW YOUTH FOOTBALL
SPOTLIGHT THEATRE OF PLEASANT HILL
FAMILIES FIRST OF GRANT COUNTY, INC.
TOUCHSTONE PARENT ORGANIZATION
CANCER CARE RESOURCES
CASCADE REGION GREEN BUILDING COUNCIL
SHERMAN DEVELOPMENT LEAGUE, INC.
SCIENCEWORKS
WORD OF LIFE COMMUNITY CHURCH
SOCIAL VENTURE PARTNERS PORTLAND
OREGON PROGRESS FORUM
CENTER FOR RESEARCH TO PRACTICE
WESTERN RIVERS CONSERVANCY
UNITED WAY OF THE COLUMBIA WILLOMETTE
EUGENE BALLET COMPANY
EAST WEST MINISTRIES INTERNATIONAL
SISKIYOU INITIATIVE
EDUCATIONAL POLICY IMPROVEMENT CENTER
North Pacific District of Foursquare Churches
CATHOLIC CHARITIES
FIRST CHURCH OF THE NAZARENE
WESTSIDE BAPTIST CHURCH
Little Promises Children's Program
UNION GOSPEL MISSION
GRACE BAPTIST CHURCH
COMMUNITY ACTION ORGANIZATION
OUTSIDE IN
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
ELAW
COMMUNITY HEALTH CENTER, INC
Greater Portland INC
Boys & Girls Club of Corvallis
Southeast Uplift Neighborhood Coalition
First United Presbyterian Church
PDX Wildlife
Jackson-Josephine 4-C Council
Childswork Learning Center
New Artists Performing Arts Productions, Inc.
Relief Nursery
Viking Sal Senior Center
Boys and Girls Club of the rogue valley
DrupalCon Inc., DBA Drupal Association
Albany Partnership for Housing and Community Development
Hermiston Christian Center & School
Dress for Success Oregon
Beaverton Rock Creek Foursquare Church
St Paul Catholic Church
St Mary's Catholic School and Parish
Polk Soil and Water Conservation District
Street Ministry
La Grande Church of the Nazarene
Spruce Villa, Inc.
House of Prayer for All Nations
Sacred Heart Catholic Church
African American Health Coalition, Inc.
Happy Canyon Company
Village Home Education Resource Center
Monet's Children's Circle
Cascade Housing Association
Dayspring Fellowship
Northwest Habitat Institute
First Baptist Church
The Nature Conservancy, Willamette Valley Field Office
Portland Community Reinvestment Initiatives, Inc.
GeerCrest Farm & Historical Society
College United Methodist Church
NEDCO
Salem Evangelical Church
Daystar Education, Inc.
Oregon Social Learning Center
Pain Society of Oregon
environmental law alliance worldwide
Community in Action
Safe Harbors
Pacific Classical Ballet
Depaul Industries
African American Health Coalition
Ministerio International Casa
Jesus Prayer Book
Workforce Northwest Inc
Coalition Of Community Health
New Paradise Worship Center
River Network
CCI Enterprises Inc
Oregon Nurses Association
GOODWILL INDUSTRIES OF THE COLUMBIA
WILLAMETTE
Mount Angel Abbey
YMCA OF ASHLAND
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES
Multaunomah Law Library
Friends Of Tryon Creek State P
Ontrack Inc.
Calvin Presbyterian Church
HOLT INTL CHILD
St John The Baptist Catholic
Portland Foursquare Church
Portland Christian Center
Church Extension Plan
Occu Afghanistan Relief Effort
EUGENE FAMILY YMCA
Christ The King Parish and School
Congregation Neveh Shalom
Newberg Christian Church
First United Methodist Church
Zion Lutheran Church
Hoodview Christian Church
Southwest Bible Church
Community Works Inc
Masonic Lodge Pearl 66
Molalla Nazarene Church
Transition Projects, Inc
St Michaels Episcopal Church
Saint Johns Catholic Church
Access Inc
Step Forward Activities Inc
Lane Arts Council
Community Learning Center
Old Mill Center for Children and Families
Sunny Oaks Inc
Little Flower Development Center
Hospice Center Bend La Pine
P E C I
Westside Foursquare Church
Relief Nursery Inc
Morning Star Community Church
MULTNOMAH DEFENDERS INC
Providence Health System
Holy Trinity Catholic Church
Holy Redeemer Catholic Church
Alliance Bible Church
Mid Columbia Childrens Council
HUMANE SOCIETY OF REDMOND
Intergral Youth Services
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN’S MUSEUM 2ND
Oregon District 7 Little League
Portland Schools Alliance
My Fathers House
Solid Rock
West Chehalem Friends Church
Eugene Creative Care
Guide Dogs For The Blind
Children Center At Trinity
St. Katherine’s Catholic Church
Green Electronics Council
Scottish Rite
THE NEXT DOOR
NATIONAL PSORIASIS FOUNDATION
NEW BEGINNINGS CHRISTIAN CENTER
HIGHLAND UNITED CHURCH OF CHRIST
OREGON REPERTORY SINGERS
HIGHLAND HAVEN
FAIR SHARE RESEARCH AND EDUCATION FUND
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA
First Baptist Church of Enterprise
Oregon Nikkei Endowment
Eastern Oregon Alcoholism Foundation
Grantmakers for Education
The ALS Association Oregon and SW Washington Chapter
Children's Relief Nursery
Energy Trust of Oregon
Oregon Psychoanalytic Center
Store to Door
Depaul Industries
Union County Economic Development Corp.
Camelto Theatre Company
Camp Fire Columbia
TAKE III OUTREACH
Sandy Seventh-day Adventist Church
A FAMILY FOR EVERY CHILD
1000 FRIENDS OF OREGON
NAMI of Washington County
Temple Beth Israel
Albertina Kerr Centers
St. Matthew Catholic School
Serendipity Center Inc
Center for Family Development
West Salem Foursquare Church
Ashland Art Center
Apostolic Church of Jesus Christ
DOUGLAS FOREST PROTECTIVE
Oregon Lyme Disease Network
Ecotrust
SPECIAL MOBILITY SERVICES
Ronald McDonald House Charities of Oregon & Southwest Washington
Center for Human Development
DePaul Treatment Centers, Inc.
Mission Increase Foundation
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness

Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Kilchis House
Grace Lutheran School
Western Mennonite School

**Account Type: College and University (28 records)**

Oregon State University
Treasure Valley Community College
Universy of Oregon
OREGON UNIVERSITY SYSTEM
WESTERN STATES CHIROPRACTIC COLLEGE
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
WILLAMETTE UNIVERSITY
LINFIELD COLLEGE
MULTNOMAH BIBLE COLLEGE
NORTHWEST CHRISTIAN COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
BLUE MOUNTAIN COMMUNITY COLLEGE
PORTLAND STATE UNIV.
CLACKAMAS COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
OREGON HEALTH AND SCIENCE UNIVERSITY
BIRTHINGWAY COLLEGE OF MIDWIFERY
pacific u
UNIVERSITY OF OREGON
CONCORDIA UNIV
Marylhurst University
Corban College
Oregon Center For Advanced T
Beta Omega Alumnae
Oregon Institute of Technology

**Account Type: Other (45 records)**

Clackamas River Water Providers
eickhoff dev co inc
The Klamath Tribe
Life Flight Network LLC
COVENANT RETIREMENT COMMUNITIES
PENTAGON FEDERAL CREDIT UNION
SAIF CORPORATION
GREATER HILLSBORO AREA CHAMBER OF COMMERCE
LANE ELECTRIC COOPERATIVE
USAGENCIES CREDIT UNION
DOUGLAS ELECTRIC COOPERATIVE, INC.
ROGUE FEDERAL CREDIT UNION
PACIFIC CASCADE FEDERAL CREDIT UNION
PACIFIC STATES MARINE FISHERIES COMMISSION
LOCAL GOVERNMENT PERSONNEL INSTITUTE
MID COLUMBIA COUNCIL OF GOVERNMENTS
CLACKAMAS RIVER WATER
GRANTS PASS MANAGEMENT SERVICES, DBA SPIRIT WIRELESS
Clatskanie People’s Utility District
Heartfelt Obstetrics & Gynecology
Coquille Economic Development Corporation
CITY/COUNTY INSURANCE SERVICE
PIONEER COMMUNITY DEVELOPMENT
Cornerstone Association Inc
COMMUNITY CYCLING CENTER
NPKA
Shangri La
Portland Impact
Eagle Fern Camp
NORTHWEST VINTAGE CAR AND MOTORCYCLE
K Churchill Estates
Cvalco
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
Oregon Permit Technical Association
KEIZER EAGLES AERIE 3895
Pgma/Cathie Bourne
Astra
CSC HEAD START
Beit Hallel
Oregon Public Broadcasting
Halsey-Shedd Fire District
crescent grove cemetery
EOU - NEOAHEC

Account Type: City Special District (21 records)

Molalla Rural Fire Protection District
MONMOUTH - INDEPENDENCE NETWORK
MALIN COMMUNITY PARK AND RECREATION

DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT
GLADSTONE POLICE DEPARTMENT
GOLD BEACH POLICE DEPARTMENT
THE NEWPORT PARK AND RECREATION CENTER
RIVERGROVE WATER DISTRICT
WEST VALLEY HOUSING AUTHORITY
TUALATIN VALLEY FIRE & RESCUE
GASTON RURAL FIRE DEPARTMENT
CITY COUNTY INSURANCE SERVICES
METRO
Roseburg Police Department
SOUTH SUBURBAN SANITARY DISTRICT
OAK LODGE SANITARY DISTRICT
SOUTH FORK WATER BOARD
SUNSET EMPIRE PARK AND RECREATION
SPRINGFIELD UTILITY BOARD
Tillamook Urban Renewal Agency
Boardman Rural Fire Protection District

Account Type: Independent Special District (43 records)

Silverton Fire District
Lewis and Clark Rural Fire Protection District
Rainbow Water District
Illinois Valley Fire District
PORT OF TILLAMOOK BAY
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
METROPOLITAN EXPOSITION-RECREATION COMMISSION
REGIONAL AUTOMATED INFORMATION NETWORK
OAK LODGE WATER DISTRICT
THE PORT OF PORTLAND
WILLAMALANE PARK AND RECREATION DISTRICT
TUALATIN VALLEY WATER DISTRICT
UNION SOIL & WATER CONSERVATION DISTRICT
LANE EDUCATION SERVICE DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
PORT OF SUIFSLAW
CHEHALEM PARK AND RECREATION DISTRICT
PORT OF ST HELENS
LANE TRANSIT DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
HOODLAND FIRE DISTRICT NO.74
WEST MULTNOMAH SOIL AND WATER
<table>
<thead>
<tr>
<th>Account Type: City (131 records)</th>
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</thead>
<tbody>
<tr>
<td>Brookings Fire / Rescue</td>
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<tr>
<td>City of Veneta</td>
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<td>CITY OF DAMASCUS</td>
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<tr>
<td>Hermiston Fire &amp; Emergency Svcs</td>
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<td>CEDAR MILL COMMUNITY LIBRARY</td>
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<td>CITY OF LAKE OSWEGO</td>
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<td>EUGENE WATER &amp; ELECTRIC BOARD</td>
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<td>LEAGUE OF OREGON CITIES</td>
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<td>CITY OF SANDY</td>
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<td>CITY OF ASTORIA OREGON</td>
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<td>CITY OF BEAVERTON</td>
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<td>CITY OF CANYONVILLE</td>
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<td>CITY OF CENTRAL POINT POLICE DEPARTMENT</td>
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<td>CITY OF CLATSKANIE</td>
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<td>CITY OF CONDON</td>
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<td>CITY OF COOS BAY</td>
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<td>CITY OF JOHN DAY</td>
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<td>CITY OF Klamath Falls</td>
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<td>CITY OF LA GRANDE</td>
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<td>CITY OF MCMINNVILLE</td>
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<td>CITY OF WEST LINN/PARKS</td>
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<td>CITY OF TIGARD, OREGON</td>
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<td>St. Helens, City of</td>
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<td>CITY OF WINSTON</td>
</tr>
<tr>
<td>CITY OF COBURG</td>
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<tr>
<td>CITY OF NORTH PLAINS</td>
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</table>
CONSERVANCY
Benton Soil & Water Conservation District
DESHUTES PUBLIC LIBRARY SYSTEM
CLEAN WATER SERVICES
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue

**Account Type:** Community College (14 records)

CENTRAL OREGON COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
LANE COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
LINN-BENTON COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
PORTLAND COMMUNITY COLLEGE
CHEMEEKETA COMMUNITY COLLEGE
ROGUE COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
KLAMATH COMMUNITY COLLEGE DISTRICT
OREGON COMMUNITY COLLEGE ASSOCIATION
Oregon Coast Community College

**Account Type:** State Agency (33 records)

Oregon Forest Resources Institute
Office of the Ong Term Care Ombudsman
Oregon State Lottery
OREGON TOURISM COMMISSION
OREGON STATE POLICE
OFFICE OF THE STATE TREASURER
OREGON DEPT. OF EDUCATION
SEIU LOCAL 503, OPEU
OREGON DEPARTMENT OF FORESTRY
OREGON STATE DEPT OF CORRECTIONS
OREGON CHILD DEVELOPMENT COALITION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
BOARD OF MEDICAL EXAMINERS
OREGON LOTTERY
OREGON BOARD OF ARCHITECTS
SANTIAM CANYON COMMUNICATION CENTER
OREGON DEPT OF TRANSPORTATION
OREGON TRAVEL INFORMATION COUNCIL
OREGON DEPARTMENT OF EDUCATION
DEPARTMENT OF ADMINISTRATIVE SERVICES
Oregon Tradeswomen
Oregon Convention Center
OREGON SCHL BRDS ASSOCIAT
OREGON DEPARTMENT OF HUMAN SERVICES
CARE OREGON
Kdrv Channel 12
Central Oregon Home Health and Hos
Oregon Health Care Quality Cor
Opta Oregon Permit Technician
HOUSING DEVELOPING CORP
STATE OF OREGON

**Account Type:** Consolidated City/County (2 records)

City of Carlton
City of Pendleton Convention Center

**Account Type:** Federal (6 records)

US FISH AND WILDLIFE SERVICE
Bonneville Power Administration
Oregon Army National Guard
USDA Forest Service
Yellowhawk Tribal Health Center
ANGELL JOB CORPS

**Account Type:** Housing Authority (5 records)

Coquille Indian Housing Authority
HOUSING AUTHORITY OF PORTLAND
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
MARION COUNTY HOUSING AUTHORITY
Housing Authority of Yamhill County
FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), School is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), School may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
   b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
a. All rights to inventions and/or discoveries that arise or are developed, in the
course of or under this Agreement, shall belong to the School and be disposed of in accordance
with School policy. The School, at its own discretion, may file for patents in connection with all
rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding
copyrights:

   a. If this Agreement results in any copyrightable material or inventions, in
      accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable
      license to reproduce, publish or otherwise use, for Federal Government purposes:

         (1) The copyright in any work developed under a grant or contract; and
         (2) Any rights of copyright to which a grantee or a contractor purchases ownership with
             grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents,
papers, and records of the Contractor which are directly pertinent to this Master Agreement. At
any time during normal business hours and as often as School deems necessary, Contractor shall
permit School, FEMA, the Comptroller General of United States, or any of their duly authorized
representatives to inspect and photocopy such records for the purpose of making audit,
examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three
years after FEMA or School makes final payments and all other pending matters are closed. In
addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.
SECTION 9 - EXHIBITS

EXHIBIT 1: PRICE PROPOSAL SHEET

EXHIBIT 2: MARKET BASKET PRICING SHEET

EXHIBIT 3: REFERENCES

EXHIBIT 4: EXAMPLE OF PRODUCT SUBSTITUTION REQUEST FORM
EXHIBIT 1 – PRICE PROPOSAL SHEET

1. DOLLAR FEE PER CASE
   FOR WEEKLY DELIVERY TO EACH WCPS / PARTICIPATING PUBLIC AGENCY
   SITE FOR ITEMS IN EXHIBIT 2, MARKET BASKET PRICING AND OFFEROR’S
   ENTIRE OFFERING IT PROPOSES FOR CONSIDERATION:
   (No more than two decimal places.)

   $___________________________

2. MINIMUM ORDER REQUIREMENT FOR ADDITIONAL DELIVERIES (MORE THAN
   ONE WEEKLY DELIVERY) AT NO ADDITIONAL SURCHARGE:

   $___________________________

3. SURCHARGE FOR ADDITIONAL DELIVERIES (MORE THAN ONE WEEKLY
   DELIVERY) IN A WEEK IF MINIMUM REQUIREMENTS ARE NOT MET:
   (Offeror may propose a per-mile, a per-stop fee, per order or an alternate method of charging for this service.)

   $___________________________

4. PROPOSER ACKNOWLEDGES THAT IT HAS COMPLETED EXHIBIT 2, MARKET
   BASKET PRICING.

5. DETAIL ANY ADDITIONAL PRICING INCENTIVES, DISCOUNTS, AND REBATES
   THAT MAY BE AVAILABLE SUCH AS FOR LARGE VOLUME PURCHASES BY
   PARTICIPATING PUBLIC AGENCIES.
   (Use additional space/sheets as necessary.)

   ____________________________________________
   ____________________________________________

6. DETAIL ANY PROMPT PAYMENT DISCOUNTS AVAILABLE FROM OFFEROR.

   ____________________________________________
   ____________________________________________

_________________________________________  ______________________________
Company Name                           Date

_________________________________________  ______________________________
Printed Name                              Authorized Signature
EXHIBIT 3 - REFERENCES

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK DURING THE PAST TWO (2) YEARS.

<table>
<thead>
<tr>
<th>(1)</th>
<th>CLIENT NAME</th>
<th>ADDRESS (Street)</th>
<th>ADDRESS (City, St, Zip)</th>
<th>CONTACT NAME</th>
<th>TELEPHONE/E-MAIL</th>
<th>DOLLAR VALUE</th>
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<td>CLIENT NAME</td>
<td>ADDRESS (Street)</td>
<td>ADDRESS (City, St, Zip)</td>
<td>CONTACT NAME</td>
<td>TELEPHONE/E-MAIL</td>
<td>DOLLAR VALUE</td>
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<td>(3)</td>
<td>CLIENT NAME</td>
<td>ADDRESS (Street)</td>
<td>ADDRESS (City, St, Zip)</td>
<td>CONTACT NAME</td>
<td>TELEPHONE/E-MAIL</td>
<td>DOLLAR VALUE</td>
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EXHIBIT 4 – EXAMPLE OF PRODUCT SUBSTITUTION REQUEST FORM

<table>
<thead>
<tr>
<th>To:</th>
<th>Project (&amp; PO No. if known):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Proposed Substitute:</td>
</tr>
<tr>
<td>Contract Item No. &amp; Description:</td>
<td></td>
</tr>
</tbody>
</table>

1. The following are attached (Mark all that apply):

   - [ ] Complete Description
   - [ ] Catalog Cut Sheet
   - [ ] References/testimonials
   - [ ] Specification Data
   - [ ] Other misc. but pertinent information

2. This substitution will have the following effects on__________, etc.: |

3. This substitution will apply to the specific project noted above only or to the contract for all future projects under the agreement:

4. This substitution will have the following effects on other project(s): |

5. This substitution will have the following effect on the work schedule:

6. The proposed substitute(s) differs from the specified product(s) in quality and performance as follows:
7. Manufacturers guarantees for the substitute(s) and the specified product(s) are (check one):
   - the same
   - different (if different, explain below)

8. If the proposed substitution is accepted, it will result in:
   - no cost impact
   - a cost increase of
   - a cost decrease of
     (If change in cost is indicated, provide evidence that new price is at same rate of
discount as item being discontinued)

9. License fees or royalties are pending on the proposed substitute.
   - No
   - Yes (if yes, explain below)

10. The undersigned or the firm represented shall pay for additional studies, investigations, submittals,
     redesign, and analysis necessitated by this substitution request.

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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<td>type or print:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>for:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

WCPS Contract Monitor’s Review Comments:
   - Accepted
   - Accepted as noted
   - Rejected
   - Rejected (received too late)
   - Rejected (submittal incomplete)

Additional comments:

For the Monitor:  
Signature here: ___________________________  Date: ___________________________
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<thead>
<tr>
<th>Item No.</th>
<th>Product Description</th>
<th>Pack Size</th>
<th>Estimated Usage</th>
<th>Manufacturer Name</th>
<th>Manufacturer Product Number</th>
<th>Unit Price</th>
<th>Local Price</th>
<th>Regional Price</th>
<th>National Price</th>
<th>Comments</th>
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<td>SANDWICH, PNT BUTR JELLY GRAPE</td>
<td>72/2.8 OZ</td>
<td>6,114</td>
<td></td>
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<td>$ -</td>
<td>-</td>
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<td>CHICKEN, TENDR FRTR CKD FZN</td>
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<td>4.73 LB</td>
<td>3,326</td>
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<td>CHICKEN, NUGT BRDD - 8PK CKD</td>
<td>705/.68 OZ</td>
<td>4,005</td>
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<td>$ -</td>
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<td>BEEF, FTY 2.5 Z CN FLAME BRDD</td>
<td>135/2.5 OZ</td>
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<td>CEREAL, CIN TOAST CRC BWL PK</td>
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<td>9,619</td>
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<td>$ -</td>
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<td>8</td>
<td>POTATO, FF 1/6” SC COTED CDP</td>
<td>4.5 LB</td>
<td>9,502</td>
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<td>$ -</td>
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<tr>
<td>9</td>
<td>PIZZA, CHS 16” THIN CRUST WHL</td>
<td>946 OZ</td>
<td>2,377</td>
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<td>$ -</td>
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<td>POTATO, MSHD DRY W/ VTMN C</td>
<td>12.26 LB</td>
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<td>11</td>
<td>PIZZA, CHS 16” THICK CRUST FZN</td>
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<td>2,909</td>
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<td>PIZZA, PIPNL &amp; CHS 40O’ PIPNL</td>
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<td>CHICKEN, CHNK BRDD ASIAN CKD</td>
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<td>PIZZA, SGL 3.2 Z BFST CN TFF</td>
<td>226.2 OZ</td>
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<td>CHF, MULTI GRN CHEDR SS HRVST</td>
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<td>CHF, CHS CNCY HOT SS REDUC</td>
<td>608-875 OZ</td>
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<td>CHICKEN, STRIP W/ CN SIE NEW</td>
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<td>CHEESE, MOZZ SRRD POUCH REF</td>
<td>4.5 LB</td>
<td>2,571</td>
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<td>DOUGH, BISCT BTRMLK TFF FZN</td>
<td>220.2.2 OZ</td>
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<td>CORN DOG, CHX W/ CHL GRAIN 4.1</td>
<td>22.4 OZ</td>
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<td>APPLE, ASSM FTV SLCD SS FRESH</td>
<td>1000 OZ</td>
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<td>KETUHUP, TMTD STD TFF SS PKT</td>
<td>1000’9 GR</td>
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<td>306 OZ</td>
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<td>TURKEY, GRND TACO TFLG SSSD CK</td>
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<tr>
<td>26</td>
<td>SANDWICH, PNT BUTR &amp; RELT CRP</td>
<td>22.4 OZ</td>
<td>1,805</td>
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<td>27</td>
<td>APPLE, UNSPC FTV RED SLCD SS</td>
<td>2002 OZ</td>
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<tr>
<td>28</td>
<td>CHXCHN BRD ASIAN</td>
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<td>3,062</td>
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<td>$ -</td>
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<tr>
<td>29</td>
<td>PIZZA, PIPNL 7&quot; SELF RINS GCN</td>
<td>485/.91 OZ</td>
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<tr>
<td>30</td>
<td>POTATO, MSHD PEARL DRY ADD</td>
<td>12.28 OZ</td>
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<td>31</td>
<td>JUICE, APPL 100% PSTL CUP FZN</td>
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<td>CRISPITO, CHILI CN MEX OIL</td>
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<td>37</td>
<td>JUCE CUP, SYHTY MANGO</td>
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<td>BEEF, STK CKD FLAME BRFST CN</td>
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<td>DOUGH, CKY CHC CHIP FZN</td>
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<td>MUFFIN, BLBY REDUCE FAT IW FZN</td>
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<td>MARGARINE, SOLID PRECIMINT RIF</td>
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<td>SHORTENING, FRYG SOYIN IOD CLR</td>
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<td>CHICKEN, P'TY BROD 3-27 Z HEST</td>
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<td>DOUGH, ISCT WKL GRAIN TFF FZN</td>
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<td>PASTRY, POP TART STWBY FRID 2</td>
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<td>CHICKEN, TENDR BROD FRTR RAW</td>
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<td>PRAT, PM FOOD 10 X37 PRK 15</td>
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<td>PIZZA, BFT 5 Z PRRNL FISTADA</td>
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<td>DOUGH, ISCT PLN TFF FZN RNO</td>
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<td>MEALKIT TRKY &amp; CHS</td>
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<td>PORK, RST CHNK SESD/CKD CN</td>
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<td>CHICKEN, PCKN BROD 222 W/OCUP</td>
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<td>TOMATO, SWPB BENEDF</td>
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<td>MILK, CHOC IR/LOW FAT CW FZN</td>
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<td>BEEF, GRND KUP/CNY FINE RAW REF</td>
<td>61/9 LBA</td>
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<td>FRENCH TOAST, STICK FZN</td>
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<td>RIT, CTLY SPORK MILK STRAW NAP</td>
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<td>GRAPE, RED SNACK, PK FRESH REF</td>
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<td>Manufacturer Product Number</td>
<td>Unit Price</td>
<td>Extended Price</td>
<td>Local Price</td>
<td>Regional Price</td>
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<td>CHIP, CHS CINCHY SS B&amp;D</td>
<td>604/.875 OZ</td>
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<td>PIZZA, CHS GLAY AND SMARTPIZZA</td>
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<td>CHICKEN, TENDR BRD HULILO CKD</td>
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<td>BREADSTICK, WHEAT WHE EZN</td>
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<td>YOGURT, YFBWY BANA BLENDDE TFF</td>
<td>484.4 OZ</td>
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<td>KETCHUP, YADP 33% PRESS FR CND</td>
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<td>PIZZA, CHS 4.5 DEEP DSH CN TFF</td>
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<td>TACO, SNACK SIZE EZN TOTL</td>
<td>2861.36 OZ</td>
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<td>CRACKER, GSFH CHEDR TFF</td>
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<td>CRACKER, GHM HONY</td>
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<td>COG, BRDD SPR ENSCY 3.3 Z REC</td>
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<td>CHEESEBURGER, MINI SLDR TWIN</td>
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<td>auce, BERY 100% ASPG SHLF</td>
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<td>BREADSTICK, CHS STUF EZN</td>
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<td>DOUGH, KYC HOCH CHSP EZN</td>
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<td>CHEESE, CHEDR MILD SHRD YLW</td>
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<td>CHEESE, MOZZ STNG LIGHT TW</td>
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<td>PIZZA, PPN PIN 10&quot; TCH CRUST</td>
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<td>PIZZA, BAGL BKFST SSJ EZN</td>
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<td>174</td>
<td>CERIAL, CIN TOAST REDUC SUGAR</td>
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<td>PINEAPPLE, TIDBIT IN ICE CND</td>
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<td>SAUCE, CHS CHEDR SHELF STABIL</td>
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<td>MACARONI &amp; CHEESE, CKD POUCH</td>
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<td>CINNAMON ROLL, TFF HEAT &amp; SRV</td>
<td>22.2 LN OZ</td>
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<td>POTATO, FF 2.45 CURLY FZN</td>
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<td>PIZZA, CHS QDIA CN FZN</td>
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<td>PIZZA CHEESE 16&quot; SCHOOL FZN</td>
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<td>CORN, WHNL RENL GLN PCT CND</td>
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<td>TEA, JCD LIMN CAN CFDTO SRVL</td>
<td>24/1.5 OZ</td>
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<td>CORNDOG, CHKN MIN 47 Z CN</td>
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<td>SALAD MIX, ORND JCBBG SEP W/</td>
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<td>JUICE, ORNG 100% CTN FZN</td>
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<td>MACARONI &amp; CHEESE, HT SRV RF</td>
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<td>240</td>
<td>CHICKEN, CHNK BRDB BRDC CKD</td>
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<td>241</td>
<td>DOUGH, CKY CHOC CHIP 1.33 Z</td>
<td>270/1.33 OZ</td>
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<td>242</td>
<td>PIZZA, PPNI STUFD CRUST W/</td>
<td>725.75 OZ</td>
<td>722</td>
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<td>SHORTN, RYE VEG TFY</td>
<td>15 LB</td>
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<td>CHIP, PTAO REG CRMPS BKD</td>
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<td>SANDWICH, PNT BURR &amp; JELLYGRPE</td>
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<td>522</td>
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<td>PIZZA, PPNI 12 INCH TFF FZB</td>
<td>60/95 OZ</td>
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<td>BECKER, GHM CIN STCK SCORBY</td>
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<td>PIZZA, DEEP DISH CHS CN 5&quot;</td>
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<td>CHICKEN, PTY BRDB 1.3 Z BRST CN</td>
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<td>TACO, CHS SOFT W/ 1.35 Z</td>
<td>297/3.35 OZ</td>
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<td>DRESSING, RANCH CRMY DIP CUP</td>
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<td>SANDWICH, EGG TRKY HAM &amp; CHEESE</td>
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<td>CHICKEN, PPNI BRED CKM W CUP</td>
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<td>POTATO, FP 3/4&quot; FZB FLVR LAST</td>
<td>8/1 OZ</td>
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<td>Estimated Usage</td>
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<td>Manufacturer Product Number</td>
<td>Unit Price</td>
<td>Extended Price</td>
<td>Local Price</td>
<td>Regional Price</td>
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<td>MEATBALL, BF CHARB FZN</td>
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<td>KETCHUP, TMG SYD YSF</td>
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<td>CHICKEN, NUGT 1/2 Z BRDD S/SD</td>
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<td>LETTUCE, KBRO SMHD 1/2&quot; CLSD</td>
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<td>SAUSAGE, TRKY PTY</td>
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<td>SPFAGHETTI, MEAT SC CKD TRAY</td>
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<td>CHICKEN, TENDR FITA S/SD CKD</td>
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<td>LINER, PAN FOOD 10.38X8.38X1.19</td>
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<td>MAYONNAISE, SS SHLF STAHL</td>
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<td>KETTLE, MAPL HEAT &amp; SERV PK</td>
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<td>SANDWICH, TRKY BRET CHS PANINI</td>
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<td>ORANGE, MSN BKKN SHOF IN LS</td>
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<td>BREAD, ZCHNI 3.4 Z S/CLD BULK</td>
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<td>CEREAL, KIT COCO BRRS SS BOX</td>
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<td>CHIP, ONION FLYRD RING SS</td>
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<td>318</td>
<td>CORN, CUT GRD A DSMTC FZN</td>
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<td>DRESSING, HONT MUST SS CUP</td>
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<td>DRINK, BBRY ALL STARS PLST DTTL</td>
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<td>FRUIT SALAD, DCD IN FRT JCR</td>
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<td>326</td>
<td>LUNCH MEAT, TRKY COMBO 3 WAY</td>
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<td>PANAKE, WHL GRAIN BLRBR MINE</td>
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<td>PEAR, SLCD NW IN JCE 140-160</td>
<td>6/10 CN</td>
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<td>PIZZA, CHEESE DEEP FSH CN TFF</td>
<td>72-4.56 OZ</td>
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<td>POLLOCK, BRST CREST PATATO 1.6 Z</td>
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<td>POTATO, FRYD W/ SALT CUT SS</td>
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<td>PRETZEL, SOFT NUGT WHL GRAIN</td>
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<td>SAUCE, BBQ POUCH S/LF STABL</td>
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<td>SNACK BAR, BKFRT DCTM CHOC</td>
<td>48-2.5 OZ</td>
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<td>STRUDEL, APPL LIC FRDELB CRST</td>
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<td>TURKEY, BRST &amp; THIGH</td>
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<td>TURKEY, BBRY SLICE 2.5 OZ</td>
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