



## **SCHOOL BOARD ACTION REPORT**

**DATE:** May 14, 2020  
**FROM:** Ms. Denise Juneau, Superintendent  
**LEAD STAFF:** Fred Podesta, Chief Operations Officer  
[fhpodesta@seattleschools.org](mailto:fhpodesta@seattleschools.org), 206-252-0102

**For Introduction:** June 24, 2020  
**For Action:** July 8, 2020

### **1. TITLE**

2020-21 Puget Sound Joint Purchasing Cooperative Interlocal Agreement

### **2. PURPOSE**

The purpose of this action is to comply with Policy No. 6220, Procurement, as this action exceeds the \$250,000 threshold; and to enter into a one-year agreement with the Puget Sound Joint Purchasing Cooperative to purchase food products and disposables from US Foods. This will ensure that the district has delivery of essential meal components and supplies for the Nutrition Services meal programs in the 2020-21 school year, thereby providing access to nutritious meals to all students of all backgrounds in the district.

### **3. RECOMMENDED MOTION**

I move that the School Board authorize the Superintendent to enter into a one year interlocal agreement with the Puget Sound Joint Purchasing Cooperative to purchase food products and disposables through US Foods/Awarded Bids; covering the period from Aug. 1, 2020 to July 31, 2021, for a total cost of up to \$4,000,000, with any minor additions, deletions and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the agreement.

### **4. BACKGROUND INFORMATION**

#### **a. Background**

The Puget Sound Joint Purchasing Cooperative (PSJPC) is a nonprofit Washington school food service organization that provides member school districts with competitive bid pricing for purchasing food and disposables for implementing child nutrition programs.

In 2017, PSJPC advertised RFP #1-2017 for food products, disposables and commodities storage. PSJPC received one bid (FSA Bid #1-2017) from Food Services of America and Premier Reach. On March 22, 2017, PSJPC awarded a one-year contract, with the option to renew for four additional one-year terms to Food Services of America (FSA). On April 4, 2018, PSJPC voted to approve a one-year contract extension for the 2018-19 school year, excluding Premier Reach. On Feb. 19, 2019, PSJPC voted to approve a one-year contract extension for the 2019-20 school year. On Sept. 30, 2019, US Foods agreed to honor the contract extension FSA Bid #1-2017 Contract with PSJPC after acquiring FSA. On March 16, 2020, PSJPC voted to approve a one-year extension for the 2020-21 school year.

Membership in the PSJPC will provide the SPS Nutrition Services access to more competitive pricing on food and disposables from US Foods than if SPS were to purchase these items on our own.

**b. Alternatives**

Without the support of the PSJPC, Seattle Public Schools would need to start a bid process to purchase food and supplies from US Foods at a higher price.

**c. Research**

National School Lunch and National School Breakfast meal patterns require that sponsors offer nutritious meals, including food and supplies that are provided through US Foods.

**5. FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action will be up to \$4,000,000 for the 2020-21 school year.

The revenue source for this motion is Nutrition Services Food Budget.

Expenditure:  One-time  Annual  Multi-Year  N/A

Revenue:  One-time  Annual  Multi-Year  N/A

**6. COMMUNITY ENGAGEMENT**

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

This formal bid was for food products to support the School Breakfast, Lunch, and Afterschool Snack programs with specifications that meet U.S. Department of Agriculture guidelines.

**7. EQUITY ANALYSIS**

Nutrition Services provides meal service to students in a non-discriminatory manner per School Board policy and United States Department of Agriculture (USDA) guidelines. The Equity Analysis Tool was not used for discussion related to this contract as USDA requires equal availability of products, but the contract supports the district’s mission that students have equitable access to food.

**8. STUDENT BENEFIT**

Seattle Public Schools participates in the National School Lunch Program, School Breakfast Program, Afterschool Snack Program, Fresh Fruit and Vegetable Program, Head Start and Summer Meals. These programs provide nutritionally balanced meals and/or snacks at a low-cost or no-cost to children while meeting federal requirements.

**9. WHY BOARD ACTION IS NECESSARY**

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. \_\_\_\_\_, [TITLE], provides the Board shall approve this item
- Other: \_\_\_\_\_

**10. POLICY IMPLICATION**

Per Policy No. 6705, Food Service and Student Nutrition, “The Board recognizes that school meal programs help students develop good eating habits and understand and appreciate the kinds of food necessary to maintain good health. Children who eat nutritious meals and snacks are more likely to be healthy, perform better academically, and exhibit fewer behavioral challenges. School meal programs are a critical tool in closing opportunity gaps and in the fight against childhood hunger... In order to invite greater participation, each school located in a District building shall participate in National School Lunch programs. District food service will include a variety of nutritious, appealing meals served in a safe, clean and hospitable environment. The food service menu will be developed and presented in a way that affirms and welcomes the cultural diversity of the district’s student population.”

Per Policy No. 6220, Procurement, any contract more than \$250,000 must be brought before the Board for approval.

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Operations Committee meeting on June 4, 2020. The Committee reviewed the motion and moved the item forward with a recommendation for approval.

**12. TIMELINE FOR IMPLEMENTATION**

Upon Board approval, the Bread Product Agreement will be executed to initiate services beginning Aug. 1, 2020.

**13. ATTACHMENTS**

- 2020-21 PSJPC Interlocal Agreement (for approval)
- FSA Bid Document RFP #1-2017 (for reference)
- PSJPC Approval of RFP #1-2017 for 2017-2021 school years (for reference)
- PSJPC Bylaws (for reference)
- PSJPC Policies and Procedures (for reference)



# 2020-21 Puget Sound Joint Purchasing Cooperative Interlocal Agreement

## Board Action Report and Attachments

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Rosemary Martin  
Sr. Administrative Assistant, Nutrition Services  
[nutritionservices@seattleschools.org](mailto:nutritionservices@seattleschools.org)

The 2020-21 Puget Sound Joint Purchasing Cooperative Interlocal Agreement Board Action Report contains the background information, benefit and fiscal impact of purchasing food products and disposables from US Foods as a member of the cooperative. It contains the Board Action report approved by the Operations Committee; the Interlocal Agreement; the FSA Bid Document RFP #1-2017; RFP #1-2017; PSJPC Approval of RFP #1-2017 for 2017-2021 school years; PSJPC Bylaws and the PSJPC Policies and Procedures.

(Seattle School District No. 1, King County, Washington)

**INTERLOCAL AGREEMENT**  
**with the**  
**PUGET SOUND JOINT PURCHASING COOPERATIVE**

THIS AGREEMENT is made and entered into, by and among the school districts of the State of Washington on the signature page hereto (the “*Member Districts*”) and has been authorized by each of the Member Districts.

**RECITALS**

WHEREAS, each of the Member Districts is a duly constituted school district organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, each of the Member Districts is authorized by RCW 28A.320 or by the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into cooperative agreements for the purchase of various equipment, supplies and services;

WHEREAS, the Member Districts seek to reduce their respective costs in purchasing various food products, supplies, services, equipment and commodity processing, storage and transportation services for use in the school districts and to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage;

WHEREAS, the Executive Committee (the “*Executive Committee*”) has caused the Puget Sound Joint Purchasing Association (DBA Puget Sound Joint Purchasing Cooperative (the “*Cooperative*”)) to be formed as a cooperative under Chapter 24.03 RCW;

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

- The Cooperative shall continue to have all rights and responsibilities as contemplated and accomplished pursuant to its articles and bylaws, as amended, including but not limited to provide centralized purchasing and other services. Nothing herein shall be deemed to prevent the Cooperative from any further reorganization permitted by applicable law.
- The purpose of the Cooperative is to procure various equipment, supplies and services in support of the Member District’s programs.
- This agreement shall allow the purchase or acquisition of goods and services by each Member District directly from a third-party vendor if a provision has been made in the lead agency’s contract with that third party vendor that permits other agencies to avail themselves of the goods and services offered under the contract.
- The Superintendent or designee of the undersigned school district is hereby designated as representative to the joint purchasing agency Cooperative Board and the Superintendent or

designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

- The Superintendent or designee of the undersigned school district shall have full voting rights regarding Cooperative matters upon approval as a Member.
- The undersigned school district will be assessed fees based on total equivalent lunches (meals) as reported on the last OSPI 1800D report, with a minimum annual fee of \$200. Fees will be determined by the Executive Committee on an annual basis and shall be assessed to each Member District to reimburse documented actual administrative, legal, insurance, and other costs. The Executive Committee will be responsible for annual budgeting and reporting. Upon termination of this Agreement or dissolution of the Cooperative, all remaining assessed fees will be returned to the Member Districts pro rata.
- Each Member District will be solely responsible for purchase, service, and disposal obligations for its use of the Puget Sound Joint Purchasing Cooperative's contracts.
- Each Member District reserves the right to contract purchases independently, with or without notice to the other Member Districts. This Agreement does not obligate any Member Districts to acquire goods or services through the contractual agreements of the other Member District.
- The Cooperative shall have all powers allowed by law for interlocal agencies created under RCW 28A.320.080, RCW 39.34.030 or Chapter 23.86 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Executive Committee, as provided for in this Agreement.
- The Cooperative shall be financed through dues from Member Districts.
- This Agreement shall remain in full force and effect until terminated in accordance with the Puget Sound Joint Purchasing Cooperative Bylaws or Articles.
- This Agreement is for a one (1) year term for the 2020-21 school year.

This Agreement and any amendments thereto, shall be executed on behalf of each Member District by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of the date signed.

*Signatures as follows:*

*Seattle School District No. 1  
2445 3<sup>rd</sup> Avenue South  
Seattle, WA 9814  
206-252-0675*

**Signature of District Superintendent or Board President**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attest:  
Secretary to the Board \_\_\_\_\_ Date \_\_\_\_\_

**Received PSJPC**

Date \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Name Title



**PUGET SOUND JOINT PURCHASING COOPERATIVE**  
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON  
2881 N Pearl Street, #139  
Tacoma, Washington 98407  
253-405-6886

March 22, 2017

Food Services of America (FSA)  
Attn: Mr. Randy Irvine  
FSA Seattle President  
18430 East Valley Hwy.  
Kent, Washington 98032

**RE:**  
**Puget Sound Joint Purchasing Cooperative (PSJPC) Bid #1-2017 -  
Food Products, Disposables & Commodities Storage**

Mr. Irvine,

The Puget Sound Joint Purchasing Co-operative would like to congratulate your company. Our Executive Board has reviewed all bid submittals and voted to award Food Services of America PSJPC Bid #1-2017. The PSJPC is looking forward to a continued successful partnership for the upcoming year. We appreciate all the work that went into preparing this bid.

The initial term of the contract commences August 1, 2017 and ends July 31, 2018 with the option to renew for 4 additional 1-year terms.

Sincerely,



Lisa Chatterton, Board Chair, PSJPC

Please sign below to acknowledge receipt and acceptance of the PSJPC award.

Officer Name and Title:

Gary Arcata, Vice President of Finance

Signature



Date


4/2/17

**9 BID DOCUMENTS**

**BID CONTRACT AWARD LETTER**

**FOOD PRODUCTS, DISPOSABLES AND COMMODITIES STORAGE  
BID #1-2017  
FOR  
PUGET SOUND JOINT PURCHASING COOPERATIVE**

**This page must be completed by bidder & submitted with bid response or response will be rejected:**

Food Services of America  
Company Name  
Randy Irvine,  
Name of Authorized Agent (Please Print)  
  
Signature of Authorized Agent  
FSA Seattle President  
Printed Signature, Title  
3/20/17  
Date

18430 East Valley Hwy.  
Address  
Kent WA 98032  
City State Zip  
425-251-9100  
Telephone Number/Fax Number  
randy\_irvine@fsafood.com  
E-mail address

We allow net10th days for payment of invoices. Our terms are entire month's invoices due on 10th of the following month  
(add page if needed to explain terms)

\$.075/case paying within 7 days and \$.05/case paying within 14 days  
Prompt Payment Discount        % of days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

Purchasing (credit) cards accepted: Yes        No X

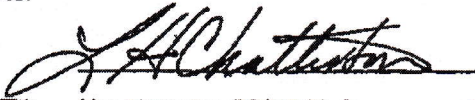
If yes, please list major brand below:

Bidder's Company Name Food Services of America

.....  
This portion to be completed by the Puget Sound Joint Purchasing Cooperative Board  
The PSJPC Board has awarded the following products on Contract Bid # 1-2017 to your company,

PSJPC  
Attn: C Lincoln Pierce, Executive Director  
2861 N Pearl St., #139,  
Tacoma, Washington 98407  
253-405-5886

PSJPC Signature



PSJPC Printed Name & Title Lisa Chatterton, PSJPC Chair

Date 3-22-17

Witness Signature & Title



Date 3/23/17

PSJPC Chair Elect

STATE OF WASHINGTON – KING COUNTY

--SS.

345607

No.

PUGET SOUND JOINT PURCHASING

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

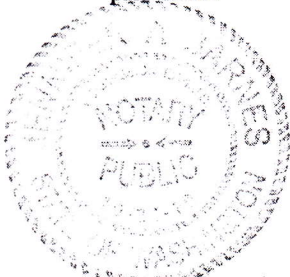
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:FOOD PRODUCTS

was published on

01/27/17 02/01/17

The amount of the fee charged for the foregoing publication is the sum of \$172.00 which amount has been paid in full.



Affidavit of Publication

A handwritten signature in black ink, appearing to be "M. J. P.", written over a horizontal line.

Subscribed and sworn to before me on

02/01/2017

A handwritten signature in black ink, appearing to be "D. J. P.", written over a horizontal line.

Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

**Puget Sound  
Joint Purchasing  
Cooperative  
Food Products,  
Disposables &  
Commodities Storage  
Bid Date: March 20**

**Puget Sound Joint  
Purchasing Cooperative  
FOOD PRODUCTS,  
DISPOSABLES &  
COMMODITIES STORAGE  
RFP #1-2017**

**INVITATION FOR BID**

Sealed Bids are being solicited by the Puget Sound Joint Purchasing Cooperative for **FOOD PRODUCTS, DISPOSABLES & COMMODITIES STORAGE, RFP #1-2017** at 2661 N Pearl Street, #139, Tacoma, Washington 98407. Due date is Monday, March 20, 2017 at 11:00 AM PDST at Renton School District, Nutrition Services & Warehouse Dept., 409 S. Tobin St., Renton, WA 98057.

Interested parties are invited to contact Lincoln Pierce at [lincoln.pierce@pugetsoundcoop.org](mailto:lincoln.pierce@pugetsoundcoop.org) or 253-405-5886 for proposal form packet and detailed specifications. Online at [www.pugetsoundcoop.org](http://www.pugetsoundcoop.org). The Puget Sound Joint Purchasing Cooperative reserves the right to reject any or all proposals, and to waive any informalities or irregularities in any proposal or in the proposing.

Dates of publication in the Seattle Daily Journal of Commerce, January 27, February 1, 2017.

2/1(345607)



Summary Sheet for PSJPC Bid # 1-2017

Food Services of America and Premier are pleased to submit this proposal to the Puget Sound Joint Purchasing Cooperative Bid No. #1--2017 with the intention of maintaining a strong long term relationship as the Prime Food Distributor / GPO. We accept the terms and conditions of this bid.

Food Services of America has distinguished itself as the leading food service distributor in the Northwest and is renowned for excellence in customer service. We have been proud to serve the members of the PSJPC since its formation. Your partnership with Food Services of America in conjunction with a Group Purchasing Organization will offer members access to additional guaranteed costing programs and choices. An extensive list of alternate items is included in this proposal.

Food Services of America and Premier are pleased to present the PSJPC with an overview of the value proposition in response to your request for proposal.

**Pricing and Overall Cost Factors:**

- Fee per case mark up by Delivery Tier.
- Separate Mark Up for key categories (Produce, Dairy, Bread and Water)
- No Additional mark up for non-bid items.
- Extensive guaranteed costing programs (90.2%)
- July 2018 guaranteed costing programs (86.8%)
- Premier committed Manufacturer agreements for K-12 products.

**School-Bid Department:**

- Dedicated School-Bid team
- Experienced Account Executives
- Experienced Bid Coordinators
- Experienced Sales Support Associates

#### Distribution Centers:

- Two distribution centers in Western Washington, (Kent and Everett)
  - One inbound cost of goods for both facilities.
  - All but three member Districts will be serviced from these two facilities.
- Portland and Spokane Distribution Centers for other three member Districts.
- Newly expanded freezer capabilities in Kent.
- Ability to service from either facility in case of emergency.

#### Delivery:

FSA works with each School District to set up mutually agreed upon times. Some of our innovative delivery resources are:

- Regional Transportation Supervisors – Our Regional Transportation Supervisors are assigned to a specific geographic region to facilitate on time delivery windows and resolve delivery issues
- Dedicated School routes designed with student safety, delivery dock size and access in mind.
- “Where’s My Truck” – website based delivery tracking for customers to track their delivery

#### Technology:

- Online Nutritional Information- Search the system by FSA product number or by entering a product description.
- Star Solutions Online and/or Star Solutions Operator -Our web based and PC based order entry systems.
  - The Star Solutions Operator software suite includes: Order Entry, Inventory Manager, Recipe Manager and Profit Manager. This is a PC-based solution – just download and install and you’re ready to go!
  - Star Solutions Online is our anywhere, anytime order entry system created for fast and convenient online order entry. This Internet-based service requires no additional software and offers order confirmation, tracking, product usage reports, and pricing information
  - Real-time Internet customer service
  - Check order status, accounts receivable, and usage information
  - Import orders from external files and check online before sending
  - Create orders from order guides
  - View invoice information
  - Generate reports by product, category, brand, or manufacturer

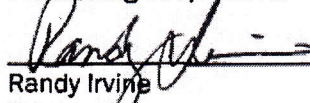
- o Track inventory status
- COIN
  - o Customer Ordering Interactive Network (COIN) interfaces easily with your own ordering systems software so you can place orders with FSA.
- CURE (Customer Usage Reporting Environment)
  - o Allows access to usage reports and is Internet based. CURE gives you the ability to show 2 years of purchases. Includes excellent drill-down capabilities and filtering by vendor, brand, category and item.

Other:

- School Product Shows/Education seminars:
  - o FSA Chef available for workshops/training
  - o School Seminars
  - o Opportunity to earn CEUs
  - o In Service Food Safety Training:
- FSA's proprietary monthly training program provided to our customers at no charge. Includes 12 monthly topics with instructor/employee booklets. 6 CEUs available for annual completion.
- Annual Food Product Show
  - o Food Alliance Certified - FSA Seattle became the second Broad line distributor to become Food Alliance Certified in the US,
  - o Produce Specialist - resource for customer training on product handling, availability, organics, Washington grown produce, and menu ideas
- Food Services of America is a WSNA Platinum sponsor
- SNA national memberships
- Support for the Washington State delegation at SNA Annual conferences

Costs provided by FSA on the bid spreadsheet are proprietary.

We look forward to the opportunity to continue our partnership with the Puget Sound Joint Purchasing Cooperative.

  
 \_\_\_\_\_  
 Randy Irvine  
 President  
 Food Services of America Seattle

March 20, 2017

Randy Klein 3/20/17

## Bidder's Checklist & General Reminders of How to Submit Bid #1-2017 and/or to Submit Questions

The following forms and conditions must be executed in full as required:

### A. Bid Form.

Complete all areas in bid specifications. Include all bid document pages where quotations, signatures, dates, and additional information is required or requested including: USDA Commodity Cold Storage, Handling and Delivery, Non-Bid Item Pricing, Bid Agreement, Lobbying Certification and Disclosure, and Debarment and Suspension Certification.

It is recommended that Distributors use the following check list to assure their bid is complete:

#### Submit check list with the bid packet.

- |  |   |
|--|---|
| 1. Have read/understood and accept the terms and conditions of this bid  | <input checked="" type="checkbox"/> Yes |
| 2. Have checked the bidder's checklist and submitted with the bid response   | <input checked="" type="checkbox"/> Yes |
| 3. Signed and enclosed #1-2017 Bid Contract/Award Letter   | <input checked="" type="checkbox"/> Yes |
| 4. Signed and enclosed the State of Washington Non-Collusion Affidavit   | <input checked="" type="checkbox"/> Yes |
| 5. Signed and enclosed the Certification of Buy American Requirement   | <input checked="" type="checkbox"/> Yes |
| 6. Signed and enclosed Appendix B- Bidders Signature Page  | <input checked="" type="checkbox"/> Yes |
| 7. Signed and enclosed the Affirmative Action Compliance Statement   | <input checked="" type="checkbox"/> Yes |
| 8. Signed and enclosed the U.S. Department of Agriculture Debarment & Suspension   | <input checked="" type="checkbox"/> Yes |
| 9. Signed the Office of Superintendent of Public Instruction Certification Regarding Lobbying Child Nutrition Programs                             | <input checked="" type="checkbox"/> Yes |
| 10. Completed and submitted pricing sheet for USDA donated commodities, 60 day cold storage and distribution                                       | <input checked="" type="checkbox"/> Yes |
| 11. Completed and submitted Flat Fee Mark-up Pricing for non-bid item  | <input checked="" type="checkbox"/> Yes |
| 12. Completed and submitted the Affirmation of Flat Fee Mark-up Pricing for Bid Items  | <input checked="" type="checkbox"/> Yes |
| 13. Appendix C – Bidder Profile and References is enclosed   | <input checked="" type="checkbox"/> Yes |
| 14. Value Pass Through Agreement on Commercial Commodity Processed Products is enclosed  | <input checked="" type="checkbox"/> Yes |
| 15. Appendix D with Price Proposals has been completed and enclosed.   | <input checked="" type="checkbox"/> Yes |
| 16. Appendix E - PSJPC Districts and Delivery Site Listing has been enclosed   | <input checked="" type="checkbox"/> Yes |
| 17. Appendix A – Protest Procedure enclosed  | <input checked="" type="checkbox"/> Yes |
| 18. You have checked the PSJPC website for all addendum prior to submission of your bid response signed, and included them with your bid response. | <input checked="" type="checkbox"/> Yes |

**Bidders will submit bid prices on two (2) USB thumb drives. The electronic documents will expedite the bid compilation & award process. The hard copy original form, along with the signature page, is required. If a discrepancy between the hard copy bid form and electronic documents occurs, the hard copy bid will be presumed correct.**



# 9 BID DOCUMENTS

## BID CONTRACT AWARD LETTER

FOOD PRODUCTS, DISPOSABLES AND COMMODITIES STORAGE  
BID #1-2017  
FOR  
PUGET SOUND JOINT PURCHASING COOPERATIVE

**This page must be completed by bidder & submitted with bid response or response will be rejected:**

Food Services of America  
Company Name  
Randy Irvine  
Name of Authorized Agent (Please Print)  
  
Signature of Authorized Agent  
FSA Seattle President  
Printed Signature, Title  
3/20/17  
Date

18430 East Valley Hwy.  
Address  
Kent WA 98032  
City State Zip  
425-251-9100  
Telephone Number/Fax Number  
randy\_irvine@fsafood.com  
E-mail address

We allow net10th days for payment of invoices. Our terms are - entire month's invoices due on 10th of the following month  
(add page if needed to explain terms)

\$.075/case paying within 7 days and \$.05/case paying within 14 days  
Prompt Payment Discount 0 % 0 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

Purchasing (credit) cards accepted: Yes \_\_\_\_\_ No X

If yes, please list major brand below:

Bidder's Company Name Food Services of America

.....  
This portion to be completed by the Puget Sound Joint Purchasing Cooperative Board  
The PSJPC Board has awarded the following products on Contract Bid # 1-2017 to your company,

PSJPC  
Attn: C Lincoln Pierce, Executive Director  
2661 N Pearl St., #139.  
Tacoma, Washington 98407  
253-405-5886

PSJPC Signature \_\_\_\_\_

PSJPC Printed Name & Title Lisa Chatterton, PSJPC Chair Date \_\_\_\_\_

Witness Signature & Title \_\_\_\_\_ Date \_\_\_\_\_  
PSJPC Chair Elect

STATE OF WASHINGTON NON-COLLUSION AFFIDAVIT  
COUNTY OF KING

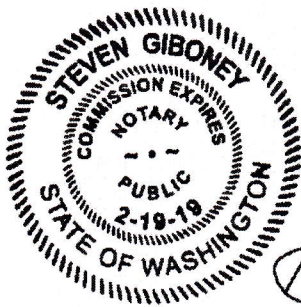
**Bidder must sign and submit with bid response or bid will be rejected.**

Randy Irvine, being first duly sworn, on his oath says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to myself an advantage over any other bidder or bidders.

Randy Irvine CONTRACTOR

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of March year 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF Washington, residing  
at King County.



Steven Giboney  
3/20/2017

**CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS**

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

**We request that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above.**

**On the product bid document please put an X in the column marked "Not American" if the item you are bidding is not of American origin.**

Two situations may warrant a waiver to permit purchases of foreign food products.

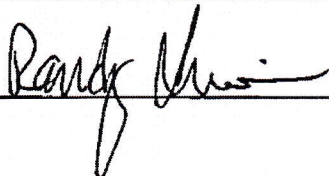
- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

**By signing below the distributor indicates all products not marked with an X in the bid documents are of American origin."**

**"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."**

Date 3/20/17

Vendor Name Food Services of America

Completed By 

**PUGET SOUND JOINT PURCHASING COOPERATIVE  
AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

**Bidders must sign, date and submit this form with bid response.**

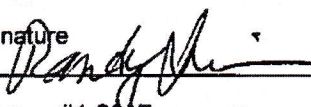
Distributors who desire to provide Puget Sound Joint Purchasing Cooperative with equipment, supplies and/or professional services must comply with the following affirmative action contract requirements. During the performance of this contract, the Distributor agrees as follows:

1. The Distributor agrees to comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The Distributor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The Distributor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The Distributor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's affirmative action commitments, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
5. Any Distributor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from any district, or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

Acknowledgement: The undersigned acknowledges that he/she has read and understands the foregoing.

Name of Firm Food Services of America

Printed Name of Authorized Signer Randy Irvine

Signature  of \_\_\_\_\_ Authorized \_\_\_\_\_ Signer \_\_\_\_\_

Bid # #1-2017 Date 3/20/17

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION  
Child Nutrition Services  
Old Capitol Building, PO Box 47200  
Olympia, WA 98504-7200

Certification Regarding Lobbying Child Nutrition Programs

Vendor Must Sign and Submit with Bid Submission Response

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

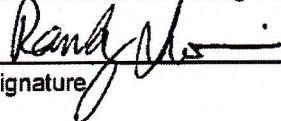
The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) 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 a federal grant, the making of a federal loan, the entering into a cooperative, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
- (2) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Food Services of America  
Name/Address of Organization

Child Nutrition Programs  
Name FNS Grant/Cooperative Agreement

Randy Irvine  
Name/Title of Submitting Official

  
Signature

3/20/17  
Date

**U.S. DEPARTMENT OF AGRICULTURE**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier  
Covered Transactions

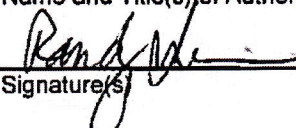
**Vendor Must Sign & Submit with Bid Submission**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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.

<u>Food Services of America</u>	<u>PSJPC Bid #1-2017</u>
Organization Name	PR/Award Number of Project Name
<u>Name and Title(s) of Authorized Representative</u>	
	<u>3/20/17</u>
Signature(s)	Date
Randy Irvine FSA Seattle President	

**SAM Search Results**  
**List of records matching your search for :**  
**Search Term : food\* services\* of america\***  
**Record Status: Active**

<b>ENTITY</b>	FOOD SERVICES OF AMERICA, INC.	Status:Active
DUNS: 884738949	+4:	CAGE Code: 0PGH4 DoDAAC:
Expiration Date: Jul 1, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1495 NORTH HICKORY		
City: MERIDIAN	State/Province: IDAHO	
ZIP Code: 83642-5940	Country: UNITED STATES	

<b>ENTITY</b>	FOOD SERVICES OF AMERICA, INC.	Status:Active
DUNS: 792442543	+4:	CAGE Code: 0HX04 DoDAAC:
Expiration Date: Jun 29, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 18430 E Valley Hwy		
City: Kent	State/Province: WASHINGTON	
ZIP Code: 98032-1246	Country: UNITED STATES	

<b>ENTITY</b>	FOOD SERVICES OF AMERICA, INC.	Status:Active
DUNS: 027745645	+4:	CAGE Code: 0N1W0 DoDAAC:
Expiration Date: Sep 20, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 350 S PACIFIC HWY		
City: WOODBURN	State/Province: OREGON	
ZIP Code: 97071-5931	Country: UNITED STATES	

<b>ENTITY</b>	FOOD SERVICES OF AMERICA, INC.	Status:Active
DUNS: 027514553	+4:	CAGE Code: 1T646 DoDAAC:
Expiration Date: Aug 12, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3520 E FRANCIS AVE		
City: SPOKANE	State/Province: WASHINGTON	
ZIP Code: 99217-6531	Country: UNITED STATES	







# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Services Group of America, Inc.	
POLICY NUMBER See Certificate Number: 570066444653		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570066444653	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**    If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	EXCESS LIABILITY						
D				100004667005	07/01/2015	07/01/2016	Aggregate \$5,000,000
							Each Occurrence \$5,000,000
	OTHER						
B	Excess WC			SP4053246 OR/WA EX WC \$750,000 SIR SIR applies per policy terms & conditions	07/01/2015	07/01/2016	EL Each Accident \$2,000,000
							EL Disease - Policy \$2,000,000
							EL Disease - Ea Empl \$2,000,000

**PRICING: USDA DONATED COMMODITIES, 60 DAY COLD STORAGE AND DISTRIBUTION**

**BID #1-2017  
FOR  
PUGET SOUND JOINT PURCHASING COOPERATIVE**

**Distributor Name** Food Services of America

**Distributor must complete and submit with bid submission or bid will be rejected.**

Initial 60 day period, based on time of receipt until delivery, including delivery, will be invoiced at a flat rate per case.

Flat Rate per case for 60 day storage. 2.75 /case

USDA donated commodities, extend cold storage beyond the 60 day period. Weekly flat rate, per case, per week, invoiced to individual participating districts on a monthly basis.

Flat Rate per case per week beyond original 60 day storage rate. Short term 61-180 days .25 /case/week

Flat Rate per case per week beyond 180 days Long term 180 + days. 1.00 /case/week

**Delivery Schedule**

Commodities are delivered with commercial food deliveries yes

Frequency of Delivery is to customers Weekly /weekly/Monthly

Any additional charges that may apply: Please note below:

Distributor Signature Randy Irvine

Print Name Randy Irvine

Date 3/20/17

# AFFIRMATION OF BID ITEM MARKUP

**BID #1-2017**  
**FOR**  
**PUGET SOUND JOINT PURCHASING COOPERATIVE**

**Vendor must complete and submit with bid response or the bid will be rejected.**

Please list below your Fixed Fee for delivery of items listed on the bid item list. This is a summary sheet for use by the PSJPC and will not supersede pricing on the Item Specification bids document.

Product Category	Bid			
	A - 20-39 cs	B - 40-99 cs	C - 100-299 cs	D - 300+ cs
Beverages	2.90	2.25	1.85	1.45
Disposables	2.90	2.25	1.85	1.45
Dry Groceries	2.90	2.25	1.85	1.45
Fruits/Vegetables/Juices (dry groceries)	2.90	2.25	1.85	1.45
Frozen Fruits and Vegetables	2.90	2.25	1.85	1.45
Frozen Miscellaneous	2.90	2.25	1.85	1.45
Frozen Protein	2.90	2.25	1.85	1.45
Janitorial and Chemicals	2.90	2.25	1.85	1.45
Produce	1.45	1.45	1.45	1.45
Dairy	2.90	2.25	1.85	1.45
Bakery	2.90	2.25	1.85	1.45
Refrigerated items	2.90	2.25	1.85	1.45
Seafood items	2.90	2.25	1.85	1.45
Shortening/oil/margarine	2.90	2.25	1.85	1.45
Products by the LB	\$ .29	\$ .23	\$ .19	\$ .15
An Each (split cases) Give formula	2.90	2.25 po	1.85	1.45

How is drop size determined? PSJPC requests an 8 week average.

We use an 8 week average.

We use a different method described below  
*Ecolab Agency Items are at sell price specified by Ecolab contract*

This is a summary of how we applied pricing to the Item Spec Spreadsheet

*\$1.45 produce/fluid dairy/bottled water/specified bread items*

If you have an Alternate method of pricing for PSJPC members, please show the method below and include an explanation of the benefits to the PSJPC. Include an additional page if need.

Distributor Signature *Randy Irvine*

Print Name Randy Irvine

Date 3/20/17

# AFFIRMATION OF NON BID ITEM MARKUP

BID #1-2017  
FOR

PUGET SOUND JOINT PURCHASING COOPERATIVE

**Vendor must complete and submit with bid response or the bid will be rejected.**

PSJPC members purchase many items not listed on this bid. It is requested that bidders extend the same flat fee markup to PSJPC members. Please list your flat fee for non bid items, by product category, within the table below. Please note that this will be used in determining the bid award.

Yes, all products from our company are available at the same flat fee markup as bid items.

*Affirmation of non-bid markup with exception of fluid dairy/bottled water/specified bread items*

Product Category	Non Bid Items Flat Fees			
	A - 20-39 cs	B - 40-99 cs	C - 100-299 cs	D - 300+ cs
Beverages	2.90	2.25	1.85	1.45
Disposables	2.90	2.25	1.85	1.45
Dry Groceries	2.90	2.25	1.85	1.45
Fruits/Vegetables/Juices (dry groceries)	2.90	2.25	1.85	1.45
Frozen Fruits and Vegetables	2.90	2.25	1.85	1.45
Frozen Miscellaneous	2.90	2.25	1.85	1.45
Frozen Protein	2.90	2.25	1.85	1.45
Janitorial and Chemicals	2.90	2.25	1.85	1.45
Produce	1.45	1.45	1.45	1.45
Products by the LB	.29	.23	.19	.15
Dairy	2.90	2.25	1.85	1.45
Bakery	2.90	2.25	1.85	1.45
Refrigerated items	2.90	2.25	1.85	1.45
Seafood items	2.90	2.25	1.85	1.45
Shortening/oil/margarine	2.90	2.25	1.85	1.45
Small Wares	2.90	2.25	1.85	1.45
An Each (split cases) Give formula	2.90	2.25	1.85	1.45

If you have an Alternate method of pricing for PSJPC members, please show the method below and include an explanation of the benefits to the PSJPC. Include an additional page if need.

Distributor Signature *Randy Irvine*  
 Print Name Randy Irvine  
 Date 3/20/17

VALUE PASS THROUGH (NOI/REBATES) AGREEMENT ON COMMERCIAL  
COMMODITY PROCESSED PRODUCTS

BID #1-2017  
FOR  
PUGET SOUND JOINT PURCHASING COOPERATIVE

Vendor must complete and submit with bid response or the bid will be rejected

DISTRIBUTOR NAME Food Services of America

We confirm that we have the ability to provide PSJPC with value pass through X

We do not have the ability to provide PSJPC with value pass through \_\_\_\_\_

We have provided value pass through in the past X

We have not provided value pass through in the past \_\_\_\_\_

If you have not provided this service in the past, please provide a brief description, in the space below, of your plan to be able to do so for the term of this contract with the PSJPC.

Distributor Signature Randy Irvine

Print Name Randy Irvine

Date 3/20/17

## **APPENDIX A PROTEST PROCEDURE**

### **PSJPC Bid #1-2017**

#### **PROTEST PRIOR TO AWARD:**

##### **PROTEST PRIOR TO AWARD CRITERIA:**

Protests prior to Award will be considered only if the protest concerns:

1. Proposal acceptance of other Bidders,
2. The specifications or
3. The manner in which the solicitation process has been conducted.

##### **INITIATING THE PROTEST PROCESS:**

The protesting Bidder must notify Lincoln Pierce, PSJPC Executive Director, of the solicitation of his/her intent to file a protest as soon as possible after he/she becomes aware of the reason(s) for the protest. The protest(s) must be received in writing by PSJPC not later than five (5) business days after the Bidder's notification to PSJPC of the intent to protest.

If Intent to Award is announced, any protest must be received in writing by PSJPC not later than five (5) business days after the announcement or as otherwise specified in the Solicitation document.

If a protest is not received within these time frames it will be untimely and PSJPC may proceed with the award without further obligation.

The PSJPC will consider all the facts available and issue a decision in writing within ten (10) business days after receipt of the protest, unless more time is needed. If additional time is necessary PSJPC will notify the protesting Bidder and, where applicable, the Bidder(s) against whom the protest is made.

#### **APPEAL OF PROTEST PRIOR TO AWARD DECISION:**

The protesting Bidder or the Bidder against whom the protest is made has the right to appeal the decision of PSJPC to the PSJPC Executive Board. The appeal must be received by the PSJPC Executive Director within five (5) business days after notification of PSJPC's decision.

The PSJPC Executive Board will consider all of the facts available and issue a decision in writing within ten (10) business days after receipt of the appeal, unless more time is needed. The appealing Bidder will be notified if additional time is necessary.

Award of the contract will be postponed until after the PSJPC Executive Board has issued a decision unless an emergency exists necessitating the award of the contract as determined by the PSJPC Executive Board.

The decision of the PSJPC Executive Board on the protest appeal is final. PSJPC Executive Board may issue further clarifications if determined necessary.

## **PROTEST AFTER AWARD:**

### **PROTEST AFTER AWARD CRITERIA:**

Protests after Award will be considered only if the protest concerns:

1. A matter which arises after the Award or
2. Could not reasonably have been known or discovered prior to Award.

### **INITIATING THE PROTEST PROCESS AFTER AWARD:**

The protesting Bidder must notify both PSJPC Executive Director in charge of the solicitation process and the Bidder that has received the Award that a protest of the Award is being made. This notification must be made as soon as possible after the Notice of Award is issued by an immediate communication method such as telephone or e-mail. The protesting Bidder must provide documentation demonstrating that they have notified the Bidder that has received the Award of their protest.

In addition to the above notification requirement, the written protest must be received by the PSJPC Executive Director in charge of this procurement not later than five (5) business days after Notice of Award is issued by the PSJPC.

The PSJPC Executive Director will:

Issue a decision on the protest within ten (10) business days after the protest was received, unless more time is needed.

The protesting Bidder and the Bidder who has received the Award shall be notified of any delay in issuing the PSJPC Executive Director decision if more time is needed. The decision of the PSJPC Executive Director is final if the award is upheld. The PSJPC Executive Director may subsequently issue further clarifications, if necessary.

If the PSJPC Executive Director finds that the protest should be upheld and the Award canceled, all Bidders, including the protesting Bidder and the Bidder who received the Award, will be notified of the intent to cancel the Award and the reasons therefore.

### **AWARDED BIDDER APPEAL PROCESS**

The Bidder who has received the Award has five (5) business days after receipt of notification of the intent to cancel the award in which to appeal the decision to the PSJPC Board. Copies of the Bidder's appeal must also be sent to the PSJPC Executive Director responsible for the solicitation.

The PSJPC Board or designee will:

Issue a decision

- a. to both the appealing Bidder and the original protesting Bidder
- b. within ten (10) business days after receipt of the appeal, unless more time is needed. If more time is needed to issue a decision, all Bidders, including the appealing Bidder and the original protesting Bidder, will be notified.

## DECISION FINAL

The appeal decision of the PSJPC Board or designee is final. The PSJPC Board or designee may subsequently issue further clarifications if necessary,

### APPEAL UPHELD AND CONTRACT AWARD UPHELD

If the PSJPC Board or designee upholds the appeal and upholds the contract as awarded, the PSJPC will notify all Bidders of the decision.

### APPEAL DENIED AND AWARD CANCELED

If PSJPC Board or designee upholds the decision of the PSJPC Executive Director the PSJPC will proceed with cancellation of the award.

If the award is cancelled, the PSJPC may reject all bids, quotes or proposals pursuant to RCW 43.1911(4) and solicit new bids, quotes or proposals.

If the PSJPC does not decide to reject all bids, an award will be made to the next lowest responsive and responsible Bidder.



**Appendix B**  
**Signature Page**  
**PUGET SOUND JOINT PURCHASING COOPERATIVE**  
2661 N Pearl Street, #139 Tacoma, WA 98407

FOOD PRODUCTS, DISPOSABLES AND COMMODITIES & STORAGE BID #1-2017

The undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items upon which prices were quoted, at the prices set opposite each item, F.O.B. delivery point specified in the Request For Proposal, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

FIRM NAME: Food Services of America

ADDRESS: 18430 East Valley Hwy  
Kent, WA 98032

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME: (Typed or Printed in Ink) Randy Irvine

TITLE: FSA Seattle President

TELEPHONE NO: 425-251-3897

FAX NO: 425-251-1460

E-MAIL ADDRESS: randy\_irvine@fsafood.com

If you are not responding to this bid, please list your company name and address check one of the following lines and return to bid submission address listed on page 1 of this RFP:

Keep our name on the list of bidders for this bid \_\_\_\_\_  
Remove our name from the list of bidders for this bid \_\_\_\_\_  
Remove our name from the list of bidders for all bids \_\_\_\_\_

**APPENDIX C BIDDER PROFILE**  
**PSJPC BID #1-2017**

**COMPANY INFORMATION**

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

1. Federal Tax Identification number: 41-082617
  
2. WA State Department of Revenue Registration Tax number A00 2706 17
  
3. Company Internet URL Address (if available): fsafood.com
  
4. Company Mailing Addresses 

Food Services of America 18430 East Valley Hwy Kent, WA 98032
---
  
5. Orders to be sent to: 

Online at fsafood.com or Account Executive
--
  
6. Billing will be from 

Kent, WA
----------
  
7. Payment to be sent to 

Kent, WA
----------

**PURCHASING COOPERATIVE MEMBERS:**

POLITICAL SUBDIVISIONS: Bidder agrees to sell the goods and services on this contract to members (school districts) of the Puget Sound Joint Purchasing Cooperative and other school districts with permission of the PSJPC: Yes X  No   
(If reply is "No" attach letter to this bid response explaining reason(s) for declining participation by political subdivisions).

**REFERENCES**

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

1) Agency/Company Name:	Tacoma School District
Address:	3321 S. Union, Tacoma, WA
Contact Person:	Paul Scott
Telephone:	253-279-7029
Product Provided /Approx. Dollar Cost	Prime Vendor, 3.7 million

2) Agency/Company Name:	Western State Hospital
Address:	Lakewood, WA
Contact Person:	Tim Feist
Telephone:	253-761-7525
Product Provided /Approx. Dollar Cost	Prime Vendor, 2.2 million

3) Agency/Company Name:	University of Puget Sound
Address:	1500 North Warner Street, Tacoma, WA
Contact Person:	Mark Stewart
Telephone:	253-879-1562
Product Provided /Approx. Dollar Cost	Prime Vendor, 1.9 million

**SUBCONTRACTORS:**

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

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

**SALES INFORMATION:**

Bidder shall complete the following information and return with bid response.

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	<u>Pam Olsen</u>	Name:	<u>Gil Schenk</u>
Telephone:	<u>425-251-1477</u>	Telephone:	<u>509-833-0618</u>
Toll Free No.	<u>1-866-837-4968</u>	Toll Free No.	<u>1-866-837-4968</u>
Mobile Phone	<u>206-218-6848</u>	Mobile Phone	<u>509-833-0618</u>
Territory	<u>Manager</u>	Territory	<u>Yakima area</u>
Fax:	<u>425-251-1460</u>	Fax:	
Email:	<u>pam_olsen@fsafood.com</u>	Email:	<u>gil_schenk@fsafood.com</u>
Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	<u>Kim Evans</u>	Name:	<u>Lita Lindholm</u>
Telephone:	<u>425-251-1370</u>	Telephone:	<u>425-251-1359</u>
Toll Free No.	<u>1-866-837-4968</u>	Toll Free No.	<u>1-866-837-4968</u>
Mobile Phone	<u>206-218-7107</u>	Mobile Phone	<u>253-740-5275</u>
Territory	<u>Western WA</u>	Territory	<u>Western WA</u>
Fax:	<u>425-251-1460</u>	Fax:	<u>425-251-1460</u>
Email:	<u>kim_evans@fsafood.com</u>	Email:	<u>lita_lindholm@fsafood.com</u>

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	<u>Liz Guerrero</u>	Name:	<u>Susan Bergan</u>
Telephone:	<u>415-251-1383</u>	Telephone:	<u>425-407-6034</u>
Toll Free No.	<u>1-866-837-4968</u>	Toll Free No.	<u>1-866-837-4968</u>
Mobile Phone	<u></u>	Mobile Phone	<u></u>
Territory	<u>Sales Support</u>	Territory	<u>Sales Support</u>
Fax:	<u>425-251-1460</u>	Fax:	<u>425-251-1460</u>
Email:	<u>elizabeth_guerrero@fsafood.com</u>	Email:	<u>susan_bergan@fsafood.com</u>

**WAREHOUSE INFORMATION:**

Bidder shall complete the following information and return with bid response.

Distribution Warehouses			
Facility Name:	<u>FSA Kent</u>	Facility Name:	<u>FSA Everett</u>
Telephone:	<u>1-866-837-4968</u>	Telephone:	<u>1-866-837-4968</u>
Address	<u>18430 East Valley Hwy</u>	Address	<u>1001 Shuksan Way</u>
City	<u>Kent, WA 98032</u>	City	<u>Everett, WA 98203</u>
Contact Person	<u>Pam Olsen</u>	Contact Person	<u>Pam Olsen</u>
Fax:	<u>425-251-1460</u>	Fax:	<u>425-251-1460</u>
Email:	<u>pam_olsen@fsafood.com</u>	Email:	<u>pam_olsen@fsafood.com</u>

*Randy* 3/20/17

**PUGET SOUND JOINT PURCHASING COOPERATIVE**

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139

Tacoma, Washington 98407

253-405-5886

**Addendum for Bid #1-2017**

**Additional Items on Bid #1-2017 were deleted/added**

**Listed Below are the changes noted on Questions and Answers Bid #1-2017**

Items 6-7 - Deleted 7 – Combined totals with 6 - same product

Items 198-204 – Acceptable alternates changed to ANY

Item 257 - Updated manufacturer code to 5876CE

Item 260 – Deleted – same as item 258

Item 277 – Deleted – Correctional Industries (CI) no longer make item

Items 307-308 – CI not producing - use any alternate

**Additional Changes are as noted Below**

Item - 187 - Delete, Power Bar is discontinued

Item - 338 - Delete, Breadsticks are discontinued

Item – 396 – Delete, Egg Roll is discontinued

item - 712 – Add, Breakfst Round Cinn Dough

**An Updated Spreadsheet is posted**

**PUGET SOUND JOINT PURCHASING COOPERATIVE**  
SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON  
2881 N Pearl Street, #139  
Tacoma, Washington 98407  
253-405-6886

March 22, 2017

Food Services of America (FSA)  
Attn: Mr. Randy Irvine  
FSA Seattle President  
18430 East Valley Hwy.  
Kent, Washington 98032

**RE:**  
**Puget Sound Joint Purchasing Cooperative (PSJPC) Bid #1-2017 -  
Food Products, Disposables & Commodities Storage**

Mr. Irvine,

The Puget Sound Joint Purchasing Co-operative would like to congratulate your company. Our Executive Board has reviewed all bid submittals and voted to award Food Services of America PSJPC Bid #1-2017. The PSJPC is looking forward to a continued successful partnership for the upcoming year. We appreciate all the work that went into preparing this bid.

The initial term of the contract commences August 1, 2017 and ends July 31, 2018 with the option to renew for 4 additional 1-year terms.

Sincerely,



Lisa Chatterton, Board Chair, PSJPC

Please sign below to acknowledge receipt and acceptance of the PSJPC award.

Officer Name and Title:

Gary Arcata, Vice President of Finance

Signature



Date

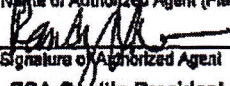
4/2/17

**9 BID DOCUMENTS**

**BID CONTRACT AWARD LETTER**

**FOOD PRODUCTS, DISPOSABLES AND COMMODITIES STORAGE  
 BID #1-2017  
 FOR  
 PUGET SOUND JOINT PURCHASING COOPERATIVE**

**This page must be completed by bidder & submitted with bid response or response will be rejected:**

Food Services of America  
 Company Name  
Randy Irvine,  
 Name of Authorized Agent (Please Print)  
  
 Signature of Authorized Agent  
FSA Seattle President  
 Printed Signature, Title  
3/20/17  
 Date

18430 East Valley Hwy.  
 Address  
Kent WA 98032  
 City State Zip  
425-251-9100  
 Telephone Number/Fax Number  
randy\_irvine@fsafood.com  
 E-mail address

We allow net10th days for payment of invoices. Our terms are entire month's invoices due on 10th of the following month  
 (add page if needed to explain terms)

\$.075/case paying within 7 days and \$.05/case paying within 14 days  
 Prompt Payment Discount      % of days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

Purchasing (credit) cards accepted: Yes      No X

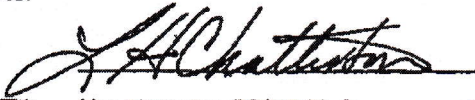
If yes, please list major brand below:

Bidder's Company Name Food Services of America

**This portion to be completed by the Puget Sound Joint Purchasing Cooperative Board  
 The PSJPC Board has awarded the following products on Contract Bid # 1-2017 to your company,**

PSJPC  
 Attn: C Lincoln Pierce, Executive Director  
 2861 N Pearl St., #139,  
 Tacoma, Washington 98407  
 253-405-5886

PSJPC Signature



PSJPC Printed Name & Title Lisa Chatterton, PSJPC Chair

Date 3-22-17

Witness Signature & Title



Date 3/23/17

PSJPC Chair Elect



STATE OF WASHINGTON – KING COUNTY

--SS.

345607

No.

PUGET SOUND JOINT PURCHASING

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

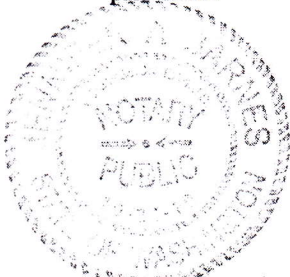
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:FOOD PRODUCTS

was published on

01/27/17 02/01/17

The amount of the fee charged for the foregoing publication is the sum of \$172.00 which amount has been paid in full.



Affidavit of Publication

A handwritten signature in black ink, appearing to be "M. J. P.", written over a horizontal line.

Subscribed and sworn to before me on

02/01/2017

A handwritten signature in black ink, appearing to be "D. J. P.", written over a horizontal line.

Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

**Puget Sound  
Joint Purchasing  
Cooperative  
Food Products,  
Disposables &  
Commodities Storage  
Bid Date: March 20**

**Puget Sound Joint  
Purchasing Cooperative  
FOOD PRODUCTS,  
DISPOSABLES &  
COMMODITIES STORAGE  
RFP #1-2017**

**INVITATION FOR BID**

Sealed Bids are being solicited by the Puget Sound Joint Purchasing Cooperative for **FOOD PRODUCTS, DISPOSABLES & COMMODITIES STORAGE, RFP #1-2017** at 2661 N Pearl Street, #139, Tacoma, Washington 98407. Due date is Monday, March 20, 2017 at 11:00 AM PDST at Renton School District, Nutrition Services & Warehouse Dept., 409 S. Tobin St., Renton, WA 98057.

Interested parties are invited to contact Lincoln Pierce at [lincoln.pierce@pugetsoundcoop.org](mailto:lincoln.pierce@pugetsoundcoop.org) or 253-405-5886 for proposal form packet and detailed specifications. Online at [www.pugetsoundcoop.org](http://www.pugetsoundcoop.org). The Puget Sound Joint Purchasing Cooperative reserves the right to reject any or all proposals, and to waive any informalities or irregularities in any proposal or in the proposing.

Dates of publication in the Seattle Daily Journal of Commerce, January 27, February 1, 2017.

2/1(345607)



Summary Sheet for PSJPC Bid # 1-2017

Food Services of America and Premier are pleased to submit this proposal to the Puget Sound Joint Purchasing Cooperative Bid No. #1--2017 with the intention of maintaining a strong long term relationship as the Prime Food Distributor / GPO. We accept the terms and conditions of this bid.

Food Services of America has distinguished itself as the leading food service distributor in the Northwest and is renowned for excellence in customer service. We have been proud to serve the members of the PSJPC since its formation. Your partnership with Food Services of America in conjunction with a Group Purchasing Organization will offer members access to additional guaranteed costing programs and choices. An extensive list of alternate items is included in this proposal.

Food Services of America and Premier are pleased to present the PSJPC with an overview of the value proposition in response to your request for proposal.

**Pricing and Overall Cost Factors:**

- Fee per case mark up by Delivery Tier.
- Separate Mark Up for key categories (Produce, Dairy, Bread and Water)
- No Additional mark up for non-bid items.
- Extensive guaranteed costing programs (90.2%)
- July 2018 guaranteed costing programs (86.8%)
- Premier committed Manufacturer agreements for K-12 products.

**School-Bid Department:**

- Dedicated School-Bid team
- Experienced Account Executives
- Experienced Bid Coordinators
- Experienced Sales Support Associates

#### Distribution Centers:

- Two distribution centers in Western Washington, (Kent and Everett)
  - One inbound cost of goods for both facilities.
  - All but three member Districts will be serviced from these two facilities.
- Portland and Spokane Distribution Centers for other three member Districts.
- Newly expanded freezer capabilities in Kent.
- Ability to service from either facility in case of emergency.

#### Delivery:

FSA works with each School District to set up mutually agreed upon times. Some of our innovative delivery resources are:

- Regional Transportation Supervisors – Our Regional Transportation Supervisors are assigned to a specific geographic region to facilitate on time delivery windows and resolve delivery issues
- Dedicated School routes designed with student safety, delivery dock size and access in mind.
- “Where’s My Truck” – website based delivery tracking for customers to track their delivery

#### Technology:

- Online Nutritional Information- Search the system by FSA product number or by entering a product description.
- Star Solutions Online and/or Star Solutions Operator -Our web based and PC based order entry systems.
  - The Star Solutions Operator software suite includes: Order Entry, Inventory Manager, Recipe Manager and Profit Manager. This is a PC-based solution – just download and install and you’re ready to go!
  - Star Solutions Online is our anywhere, anytime order entry system created for fast and convenient online order entry. This Internet-based service requires no additional software and offers order confirmation, tracking, product usage reports, and pricing information
  - Real-time Internet customer service
  - Check order status, accounts receivable, and usage information
  - Import orders from external files and check online before sending
  - Create orders from order guides
  - View invoice information
  - Generate reports by product, category, brand, or manufacturer

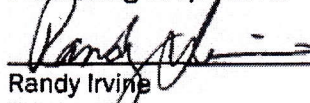
- Track inventory status
- COIN
  - Customer Ordering Interactive Network (COIN) interfaces easily with your own ordering systems software so you can place orders with FSA.
- CURE (Customer Usage Reporting Environment)
  - Allows access to usage reports and is Internet based. CURE gives you the ability to show 2 years of purchases. Includes excellent drill-down capabilities and filtering by vendor, brand, category and item.

Other:

- School Product Shows/Education seminars:
  - FSA Chef available for workshops/training
  - School Seminars
  - Opportunity to earn CEUs
  - In Service Food Safety Training:
- FSA's proprietary monthly training program provided to our customers at no charge. Includes 12 monthly topics with instructor/employee booklets. 6 CEUs available for annual completion.
- Annual Food Product Show
  - Food Alliance Certified - FSA Seattle became the second Broad line distributor to become Food Alliance Certified in the US,
  - Produce Specialist - resource for customer training on product handling, availability, organics, Washington grown produce, and menu ideas
- Food Services of America is a WSNA Platinum sponsor
- SNA national memberships
- Support for the Washington State delegation at SNA Annual conferences

Costs provided by FSA on the bid spreadsheet are proprietary.

We look forward to the opportunity to continue our partnership with the Puget Sound Joint Purchasing Cooperative.

  
 \_\_\_\_\_  
 Randy Irvine  
 President  
 Food Services of America Seattle

March 20, 2017

Randy Klein 3/20/17

## Bidder's Checklist & General Reminders of How to Submit Bid #1-2017 and/or to Submit Questions

The following forms and conditions must be executed in full as required:

### A. Bid Form.

Complete all areas in bid specifications. Include all bid document pages where quotations, signatures, dates, and additional information is required or requested including: USDA Commodity Cold Storage, Handling and Delivery, Non-Bid Item Pricing, Bid Agreement, Lobbying Certification and Disclosure, and Debarment and Suspension Certification.

It is recommended that Distributors use the following check list to assure their bid is complete:

#### Submit check list with the bid packet.

- |  |   |
|--|---|
| 1. Have read/understood and accept the terms and conditions of this bid  | <input checked="" type="checkbox"/> Yes |
| 2. Have checked the bidder's checklist and submitted with the bid response   | <input checked="" type="checkbox"/> Yes |
| 3. Signed and enclosed #1-2017 Bid Contract/Award Letter   | <input checked="" type="checkbox"/> Yes |
| 4. Signed and enclosed the State of Washington Non-Collusion Affidavit   | <input checked="" type="checkbox"/> Yes |
| 5. Signed and enclosed the Certification of Buy American Requirement   | <input checked="" type="checkbox"/> Yes |
| 6. Signed and enclosed Appendix B- Bidders Signature Page  | <input checked="" type="checkbox"/> Yes |
| 7. Signed and enclosed the Affirmative Action Compliance Statement   | <input checked="" type="checkbox"/> Yes |
| 8. Signed and enclosed the U.S. Department of Agriculture Debarment & Suspension   | <input checked="" type="checkbox"/> Yes |
| 9. Signed the Office of Superintendent of Public Instruction Certification Regarding Lobbying Child Nutrition Programs                             | <input checked="" type="checkbox"/> Yes |
| 10. Completed and submitted pricing sheet for USDA donated commodities, 60 day cold storage and distribution                                       | <input checked="" type="checkbox"/> Yes |
| 11. Completed and submitted Flat Fee Mark-up Pricing for non-bid item  | <input checked="" type="checkbox"/> Yes |
| 12. Completed and submitted the Affirmation of Flat Fee Mark-up Pricing for Bid Items  | <input checked="" type="checkbox"/> Yes |
| 13. Appendix C – Bidder Profile and References is enclosed   | <input checked="" type="checkbox"/> Yes |
| 14. Value Pass Through Agreement on Commercial Commodity Processed Products is enclosed  | <input checked="" type="checkbox"/> Yes |
| 15. Appendix D with Price Proposals has been completed and enclosed.   | <input checked="" type="checkbox"/> Yes |
| 16. Appendix E - PSJPC Districts and Delivery Site Listing has been enclosed   | <input checked="" type="checkbox"/> Yes |
| 17. Appendix A – Protest Procedure enclosed  | <input checked="" type="checkbox"/> Yes |
| 18. You have checked the PSJPC website for all addendum prior to submission of your bid response signed, and included them with your bid response. | <input checked="" type="checkbox"/> Yes |

**Bidders will submit bid prices on two (2) USB thumb drives. The electronic documents will expedite the bid compilation & award process. The hard copy original form, along with the signature page, is required. If a discrepancy between the hard copy bid form and electronic documents occurs, the hard copy bid will be presumed correct.**

# 9 BID DOCUMENTS

## BID CONTRACT AWARD LETTER

FOOD PRODUCTS, DISPOSABLES AND COMMODITIES STORAGE  
BID #1-2017  
FOR  
PUGET SOUND JOINT PURCHASING COOPERATIVE

**This page must be completed by bidder & submitted with bid response or response will be rejected:**

Food Services of America  
Company Name  
Randy Irvine  
Name of Authorized Agent (Please Print)  
  
Signature of Authorized Agent  
FSA Seattle President  
Printed Signature, Title  
3/20/17  
Date

18430 East Valley Hwy.  
Address  
Kent WA 98032  
City State Zip  
425-251-9100  
Telephone Number/Fax Number  
randy\_irvine@fsafood.com  
E-mail address

We allow net10th days for payment of invoices. Our terms are - entire month's invoices due on 10th of the following month  
(add page if needed to explain terms)

\$.075/case paying within 7 days and \$.05/case paying within 14 days  
Prompt Payment Discount 0 % 0 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

Purchasing (credit) cards accepted: Yes \_\_\_\_\_ No X

If yes, please list major brand below:

Bidder's Company Name Food Services of America

.....  
This portion to be completed by the Puget Sound Joint Purchasing Cooperative Board  
The PSJPC Board has awarded the following products on Contract Bid # 1-2017 to your company,

PSJPC  
Attn: C Lincoln Pierce, Executive Director  
2661 N Pearl St., #139.  
Tacoma, Washington 98407  
253-405-5886

PSJPC Signature \_\_\_\_\_

PSJPC Printed Name & Title Lisa Chatterton, PSJPC Chair Date \_\_\_\_\_

Witness Signature & Title \_\_\_\_\_ Date \_\_\_\_\_  
PSJPC Chair Elect

STATE OF WASHINGTON NON-COLLUSION AFFIDAVIT  
COUNTY OF KING

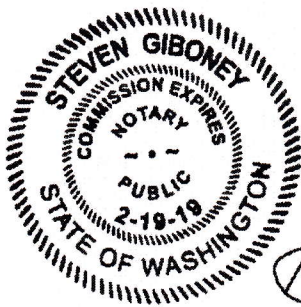
**Bidder must sign and submit with bid response or bid will be rejected.**

Randy Irvine, being first duly sworn, on his oath says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to myself an advantage over any other bidder or bidders.

Randy Irvine CONTRACTOR

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of March year 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF Washington, residing  
at King County.



Steven Giboney  
3/20/2017



**CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS**

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

**We request that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above.**

**On the product bid document please put an X in the column marked "Not American" if the item you are bidding is not of American origin.**

Two situations may warrant a waiver to permit purchases of foreign food products.

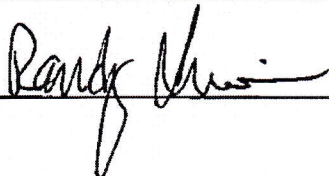
- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

**By signing below the distributor indicates all products not marked with an X in the bid documents are of American origin."**

**"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."**

Date 3/20/17

Vendor Name Food Services of America

Completed By 

**PUGET SOUND JOINT PURCHASING COOPERATIVE  
AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

**Bidders must sign, date and submit this form with bid response.**

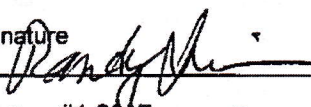
Distributors who desire to provide Puget Sound Joint Purchasing Cooperative with equipment, supplies and/or professional services must comply with the following affirmative action contract requirements. During the performance of this contract, the Distributor agrees as follows:

1. The Distributor agrees to comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The Distributor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The Distributor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The Distributor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's affirmative action commitments, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
5. Any Distributor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from any district, or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

Acknowledgement: The undersigned acknowledges that he/she has read and understands the foregoing.

Name of Firm Food Services of America

Printed Name of Authorized Signer Randy Irvine

Signature  of \_\_\_\_\_ Authorized \_\_\_\_\_ Signer \_\_\_\_\_

Bid # #1-2017 Date 3/20/17

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION  
Child Nutrition Services  
Old Capitol Building, PO Box 47200  
Olympia, WA 98504-7200

Certification Regarding Lobbying Child Nutrition Programs

Vendor Must Sign and Submit with Bid Submission Response

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

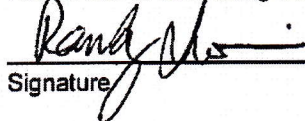
The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) 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 a federal grant, the making of a federal loan, the entering into a cooperative, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
- (2) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Food Services of America  
Name/Address of Organization

Child Nutrition Programs  
Name FNS Grant/Cooperative Agreement

Randy Irvine  
Name/Title of Submitting Official

  
Signature

3/20/17  
Date

**U.S. DEPARTMENT OF AGRICULTURE**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier  
Covered Transactions

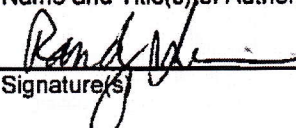
**Vendor Must Sign & Submit with Bid Submission**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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.

<u>Food Services of America</u>	<u>PSJPC Bid #1-2017</u>
Organization Name	PR/Award Number of Project Name
Name and Title(s) of Authorized Representative	
<u></u>	<u>3/20/17</u>
Signature(s)	Date
Randy Irvine FSA Seattle President	

**SAM Search Results**  
**List of records matching your search for :**  
**Search Term : food\* services\* of america\***  
**Record Status: Active**

<b>ENTITY</b>	FOOD SERVICES OF AMERICA, INC.	Status:Active
DUNS: 884738949	+4:	CAGE Code: 0PGH4 DoDAAC:
Expiration Date: Jul 1, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1495 NORTH HICKORY		
City: MERIDIAN		State/Province: IDAHO
ZIP Code: 83642-5940		Country: UNITED STATES
<b>ENTITY</b>	FOOD SERVICES OF AMERICA, INC.	Status:Active
DUNS: 792442543	+4:	CAGE Code: 0HX04 DoDAAC:
Expiration Date: Jun 29, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 18430 E Valley Hwy		
City: Kent		State/Province: WASHINGTON
ZIP Code: 98032-1246		Country: UNITED STATES
<b>ENTITY</b>	FOOD SERVICES OF AMERICA, INC.	Status:Active
DUNS: 027745645	+4:	CAGE Code: 0N1W0 DoDAAC:
Expiration Date: Sep 20, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 350 S PACIFIC HWY		
City: WOODBURN		State/Province: OREGON
ZIP Code: 97071-5931		Country: UNITED STATES
<b>ENTITY</b>	FOOD SERVICES OF AMERICA, INC.	Status:Active
DUNS: 027514553	+4:	CAGE Code: 1T646 DoDAAC:
Expiration Date: Aug 12, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3520 E FRANCIS AVE		
City: SPOKANE		State/Province: WASHINGTON
ZIP Code: 99217-6531		Country: UNITED STATES





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Services Group of America, Inc.	
POLICY NUMBER See Certificate Number: 570066444653		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570066444653	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**    If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	EXCESS LIABILITY						
D				100004667005	07/01/2015	07/01/2016	Aggregate \$5,000,000
							Each Occurrence \$5,000,000
	OTHER						
B	Excess WC			SP4053246 OR/WA EX WC \$750,000 SIR SIR applies per policy terms & conditions	07/01/2015	07/01/2016	EL Each Accident \$2,000,000
							EL Disease - Policy \$2,000,000
							EL Disease - Ea Empl \$2,000,000

PRICING: USDA DONATED COMMODITIES, 60 DAY COLD STORAGE AND DISTRIBUTION

BID #1-2017  
FOR  
PUGET SOUND JOINT PURCHASING COOPERATIVE

Distributor Name Food Services of America

Distributor must complete and submit with bid submission or bid will be rejected.

Initial 60 day period, based on time of receipt until delivery, including delivery, will be invoiced at a flat rate per case.

Flat Rate per case for 60 day storage. 2.75 /case

USDA donated commodities, extend cold storage beyond the 60 day period. Weekly flat rate, per case, per week, invoiced to individual participating districts on a monthly basis.

Flat Rate per case per week beyond original 60 day storage rate. Short term 61-180 days .25 /case/week

Flat Rate per case per week beyond 180 days Long term 180 + days. 1.00 /case/week

**Delivery Schedule**

Commodities are delivered with commercial food deliveries yes

Frequency of Delivery is to customers Weekly /weekly/Monthly

Any additional charges that may apply: Please note below:

Distributor Signature Randy Irvine

Print Name Randy Irvine

Date 3/20/17



# AFFIRMATION OF BID ITEM MARKUP

**BID #1-2017**  
**FOR**  
**PUGET SOUND JOINT PURCHASING COOPERATIVE**

**Vendor must complete and submit with bid response or the bid will be rejected.**

Please list below your Fixed Fee for delivery of items listed on the bid item list. This is a summary sheet for use by the PSJPC and will not supersede pricing on the Item Specification bids document.

Product Category	Bid			
	A - 20-39 cs	B - 40-99 cs	C - 100-299 cs	D - 300+ cs
Beverages	2.90	2.25	1.85	1.45
Disposables	2.90	2.25	1.85	1.45
Dry Groceries	2.90	2.25	1.85	1.45
Fruits/Vegetables/Juices (dry groceries)	2.90	2.25	1.85	1.45
Frozen Fruits and Vegetables	2.90	2.25	1.85	1.45
Frozen Miscellaneous	2.90	2.25	1.85	1.45
Frozen Protein	2.90	2.25	1.85	1.45
Janitorial and Chemicals	2.90	2.25	1.85	1.45
Produce	1.45	1.45	1.45	1.45
Dairy	2.90	2.25	1.85	1.45
Bakery	2.90	2.25	1.85	1.45
Refrigerated items	2.90	2.25	1.85	1.45
Seafood items	2.90	2.25	1.85	1.45
Shortening/oil/margarine	2.90	2.25	1.85	1.45
Products by the LB	\$ .29	\$ .23	\$ .19	\$ .15
An Each (split cases) Give formula	2.90	2.25 po	1.85	1.45

How is drop size determined? PSJPC requests an 8 week average.

We use an 8 week average.

We use a different method described below  
*Ecolab Agency Items are at sell price specified by Ecolab contract*

This is a summary of how we applied pricing to the Item Spec Spreadsheet

*\$1.45 produce/fluid dairy/bottled water/specified bread items*

If you have an Alternate method of pricing for PSJPC members, please show the method below and include an explanation of the benefits to the PSJPC. Include an additional page if need.

Distributor Signature *Randy Irvine*

Print Name Randy Irvine

Date 3/20/17

# AFFIRMATION OF NON BID ITEM MARKUP

BID #1-2017

FOR

PUGET SOUND JOINT PURCHASING COOPERATIVE

**Vendor must complete and submit with bid response or the bid will be rejected.**

PSJPC members purchase many items not listed on this bid. It is requested that bidders extend the same flat fee markup to PSJPC members. Please list your flat fee for non bid items, by product category, within the table below. Please note that this will be used in determining the bid award.

Yes, all products from our company are available at the same flat fee markup as bid items.

*Affirmation of non-bid markup with exception of fluid dairy/bottled water/specified bread items*

Product Category	Non Bid Items Flat Fees			
	A - 20-39 cs	B - 40-99 cs	C - 100-299 cs	D - 300+ cs
Beverages	2.90	2.25	1.85	1.45
Disposables	2.90	2.25	1.85	1.45
Dry Groceries	2.90	2.25	1.85	1.45
Fruits/Vegetables/Juices (dry groceries)	2.90	2.25	1.85	1.45
Frozen Fruits and Vegetables	2.90	2.25	1.85	1.45
Frozen Miscellaneous	2.90	2.25	1.85	1.45
Frozen Protein	2.90	2.25	1.85	1.45
Janitorial and Chemicals	2.90	2.25	1.85	1.45
Produce	1.45	1.45	1.45	1.45
Products by the LB	.29	.23	.19	.15
Dairy	2.90	2.25	1.85	1.45
Bakery	2.90	2.25	1.85	1.45
Refrigerated items	2.90	2.25	1.85	1.45
Seafood items	2.90	2.25	1.85	1.45
Shortening/oil/margarine	2.90	2.25	1.85	1.45
Small Wares	2.90	2.25	1.85	1.45
An Each (split cases) Give formula	2.90	2.25	1.85	1.45

If you have an Alternate method of pricing for PSJPC members, please show the method below and include an explanation of the benefits to the PSJPC. Include an additional page if need.

Distributor Signature *Randy Irvine*

Print Name Randy Irvine

Date 3/20/17

VALUE PASS THROUGH (NOI/REBATES) AGREEMENT ON COMMERCIAL  
COMMODITY PROCESSED PRODUCTS

BID #1-2017  
FOR  
PUGET SOUND JOINT PURCHASING COOPERATIVE

Vendor must complete and submit with bid response or the bid will be rejected

DISTRIBUTOR NAME Food Services of America

We confirm that we have the ability to provide PSJPC with value pass through X

We do not have the ability to provide PSJPC with value pass through \_\_\_\_\_

We have provided value pass through in the past X

We have not provided value pass through in the past \_\_\_\_\_

If you have not provided this service in the past, please provide a brief description, in the space below, of your plan to be able to do so for the term of this contract with the PSJPC.

Distributor Signature Randy Irvine

Print Name Randy Irvine

Date 3/20/17

## **APPENDIX A PROTEST PROCEDURE**

### **PSJPC Bid #1-2017**

#### **PROTEST PRIOR TO AWARD:**

##### **PROTEST PRIOR TO AWARD CRITERIA:**

Protests prior to Award will be considered only if the protest concerns:

1. Proposal acceptance of other Bidders,
2. The specifications or
3. The manner in which the solicitation process has been conducted.

##### **INITIATING THE PROTEST PROCESS:**

The protesting Bidder must notify Lincoln Pierce, PSJPC Executive Director, of the solicitation of his/her intent to file a protest as soon as possible after he/she becomes aware of the reason(s) for the protest. The protest(s) must be received in writing by PSJPC not later than five (5) business days after the Bidder's notification to PSJPC of the intent to protest.

If Intent to Award is announced, any protest must be received in writing by PSJPC not later than five (5) business days after the announcement or as otherwise specified in the Solicitation document.

If a protest is not received within these time frames it will be untimely and PSJPC may proceed with the award without further obligation.

The PSJPC will consider all the facts available and issue a decision in writing within ten (10) business days after receipt of the protest, unless more time is needed. If additional time is necessary PSJPC will notify the protesting Bidder and, where applicable, the Bidder(s) against whom the protest is made.

#### **APPEAL OF PROTEST PRIOR TO AWARD DECISION:**

The protesting Bidder or the Bidder against whom the protest is made has the right to appeal the decision of PSJPC to the PSJPC Executive Board. The appeal must be received by the PSJPC Executive Director within five (5) business days after notification of PSJPC's decision.

The PSJPC Executive Board will consider all of the facts available and issue a decision in writing within ten (10) business days after receipt of the appeal, unless more time is needed. The appealing Bidder will be notified if additional time is necessary.

Award of the contract will be postponed until after the PSJPC Executive Board has issued a decision unless an emergency exists necessitating the award of the contract as determined by the PSJPC Executive Board.

The decision of the PSJPC Executive Board on the protest appeal is final. PSJPC Executive Board may issue further clarifications if determined necessary.

## **PROTEST AFTER AWARD:**

### **PROTEST AFTER AWARD CRITERIA:**

Protests after Award will be considered only if the protest concerns:

1. A matter which arises after the Award or
2. Could not reasonably have been known or discovered prior to Award.

### **INITIATING THE PROTEST PROCESS AFTER AWARD:**

The protesting Bidder must notify both PSJPC Executive Director in charge of the solicitation process and the Bidder that has received the Award that a protest of the Award is being made. This notification must be made as soon as possible after the Notice of Award is issued by an immediate communication method such as telephone or e-mail. The protesting Bidder must provide documentation demonstrating that they have notified the Bidder that has received the Award of their protest.

In addition to the above notification requirement, the written protest must be received by the PSJPC Executive Director in charge of this procurement not later than five (5) business days after Notice of Award is issued by the PSJPC.

The PSJPC Executive Director will:

Issue a decision on the protest within ten (10) business days after the protest was received, unless more time is needed.

The protesting Bidder and the Bidder who has received the Award shall be notified of any delay in issuing the PSJPC Executive Director decision if more time is needed. The decision of the PSJPC Executive Director is final if the award is upheld. The PSJPC Executive Director may subsequently issue further clarifications, if necessary.

If the PSJPC Executive Director finds that the protest should be upheld and the Award canceled, all Bidders, including the protesting Bidder and the Bidder who received the Award, will be notified of the intent to cancel the Award and the reasons therefore.

### **AWARDED BIDDER APPEAL PROCESS**

The Bidder who has received the Award has five (5) business days after receipt of notification of the intent to cancel the award in which to appeal the decision to the PSJPC Board. Copies of the Bidder's appeal must also be sent to the PSJPC Executive Director responsible for the solicitation.

The PSJPC Board or designee will:

Issue a decision

- a. to both the appealing Bidder and the original protesting Bidder
- b. within ten (10) business days after receipt of the appeal, unless more time is needed. If more time is needed to issue a decision, all Bidders, including the appealing Bidder and the original protesting Bidder, will be notified.

## DECISION FINAL

The appeal decision of the PSJPC Board or designee is final. The PSJPC Board or designee may subsequently issue further clarifications if necessary,

### APPEAL UPHELD AND CONTRACT AWARD UPHELD

If the PSJPC Board or designee upholds the appeal and upholds the contract as awarded, the PSJPC will notify all Bidders of the decision.

### APPEAL DENIED AND AWARD CANCELED

If PSJPC Board or designee upholds the decision of the PSJPC Executive Director the PSJPC will proceed with cancellation of the award.

If the award is cancelled, the PSJPC may reject all bids, quotes or proposals pursuant to RCW 43.1911(4) and solicit new bids, quotes or proposals.

If the PSJPC does not decide to reject all bids, an award will be made to the next lowest responsive and responsible Bidder.

**Appendix B**  
**Signature Page**  
**PUGET SOUND JOINT PURCHASING COOPERATIVE**  
**2661 N Pearl Street, #139 Tacoma, WA 98407**

**FOOD PRODUCTS, DISPOSABLES AND COMMODITIES & STORAGE BID #1-2017**

The undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items upon which prices were quoted, at the prices set opposite each item, F.O.B. delivery point specified in the Request For Proposal, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

FIRM NAME: Food Services of America

ADDRESS: 18430 East Valley Hwy  
Kent, WA 98032

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME: (Typed or Printed in Ink) Randy Irvine

TITLE: FSA Seattle President

TELEPHONE NO: 425-251-3897

FAX NO: 425-251-1460

E-MAIL ADDRESS: randy\_irvine@fsafood.com

If you are not responding to this bid, please list your company name and address check one of the following lines and return to bid submission address listed on page 1 of this RFP:

Keep our name on the list of bidders for this bid \_\_\_\_\_  
Remove our name from the list of bidders for this bid \_\_\_\_\_  
Remove our name from the list of bidders for all bids \_\_\_\_\_

**APPENDIX C BIDDER PROFILE**  
**PSJPC BID #1-2017**

**COMPANY INFORMATION**

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

1. Federal Tax Identification number: 41-082617  

---
2. WA State Department of Revenue Registration Tax number A00 2706 17  

---
3. Company Internet URL Address (if available): fsafood.com  

---
4. Company Mailing Addresses 

Food Services of America 18430 East Valley Hwy Kent, WA 98032
---
5. Orders to be sent to: 

Online at fsafood.com or Account Executive
--
6. Billing will be from 

Kent, WA
----------
7. Payment to be sent to 

Kent, WA
----------



**PURCHASING COOPERATIVE MEMBERS:**

POLITICAL SUBDIVISIONS: Bidder agrees to sell the goods and services on this contract to members (school districts) of the Puget Sound Joint Purchasing Cooperative and other school districts with permission of the PSJPC: Yes X  No   
(If reply is "No" attach letter to this bid response explaining reason(s) for declining participation by political subdivisions).

**REFERENCES**

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

1) Agency/Company Name:	Tacoma School District
Address:	3321 S. Union, Tacoma, WA
Contact Person:	Paul Scott
Telephone:	253-279-7029
Product Provided /Approx. Dollar Cost	Prime Vendor, 3.7 million

2) Agency/Company Name:	Western State Hospital
Address:	Lakewood, WA
Contact Person:	Tim Feist
Telephone:	253-761-7525
Product Provided /Approx. Dollar Cost	Prime Vendor, 2.2 million

3) Agency/Company Name:	University of Puget Sound
Address:	1500 North Warner Street, Tacoma, WA
Contact Person:	Mark Stewart
Telephone:	253-879-1562
Product Provided /Approx. Dollar Cost	Prime Vendor, 1.9 million

**SUBCONTRACTORS:**

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

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

**SALES INFORMATION:**

Bidder shall complete the following information and return with bid response.

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	<u>Pam Olsen</u>	Name:	<u>Gil Schenk</u>
Telephone:	<u>425-251-1477</u>	Telephone:	<u>509-833-0618</u>
Toll Free No.	<u>1-866-837-4968</u>	Toll Free No.	<u>1-866-837-4968</u>
Mobile Phone	<u>206-218-6848</u>	Mobile Phone	<u>509-833-0618</u>
Territory	<u>Manager</u>	Territory	<u>Yakima area</u>
Fax:	<u>425-251-1460</u>	Fax:	
Email:	<u>pam_olsen@fsafood.com</u>	Email:	<u>gil_schenk@fsafood.com</u>
Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	<u>Kim Evans</u>	Name:	<u>Lita Lindholm</u>
Telephone:	<u>425-251-1370</u>	Telephone:	<u>425-251-1359</u>
Toll Free No.	<u>1-866-837-4968</u>	Toll Free No.	<u>1-866-837-4968</u>
Mobile Phone	<u>206-218-7107</u>	Mobile Phone	<u>253-740-5275</u>
Territory	<u>Western WA</u>	Territory	<u>Western WA</u>
Fax:	<u>425-251-1460</u>	Fax:	<u>425-251-1460</u>
Email:	<u>kim_evans@fsafood.com</u>	Email:	<u>lita_lindholm@fsafood.com</u>

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	<u>Liz Guerrero</u>	Name:	<u>Susan Bergan</u>
Telephone:	<u>415-251-1383</u>	Telephone:	<u>425-407-6034</u>
Toll Free No.	<u>1-866-837-4968</u>	Toll Free No.	<u>1-866-837-4968</u>
Mobile Phone	<u></u>	Mobile Phone	<u></u>
Territory	<u>Sales Support</u>	Territory	<u>Sales Support</u>
Fax:	<u>425-251-1460</u>	Fax:	<u>425-251-1460</u>
Email:	<u>elizabeth_guerrero@fsafood.com</u>	Email:	<u>susan_bergan@fsafood.com</u>

**WAREHOUSE INFORMATION:**

Bidder shall complete the following information and return with bid response.

Distribution Warehouses			
Facility Name:	<u>FSA Kent</u>	Facility Name:	<u>FSA Everett</u>
Telephone:	<u>1-866-837-4968</u>	Telephone:	<u>1-866-837-4968</u>
Address	<u>18430 East Valley Hwy</u>	Address	<u>1001 Shuksan Way</u>
City	<u>Kent, WA 98032</u>	City	<u>Everett, WA 98203</u>
Contact Person	<u>Pam Olsen</u>	Contact Person	<u>Pam Olsen</u>
Fax:	<u>425-251-1460</u>	Fax:	<u>425-251-1460</u>
Email:	<u>pam_olsen@fsafood.com</u>	Email:	<u>pam_olsen@fsafood.com</u>

*Randy He* 3/20/17  
**PUGET SOUND JOINT PURCHASING COOPERATIVE**

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139

Tacoma, Washington 98407

253-405-5886

**Addendum for Bid #1-2017**

**Additional Items on Bid #1-2017 were deleted/added**

**Listed Below are the changes noted on Questions and Answers Bid #1-2017**

Items 6-7 - Deleted 7 – Combined totals with 6 - same product

Items 198-204 – Acceptable alternates changed to ANY

Item 257 - Updated manufacturer code to 5876CE

Item 260 – Deleted – same as item 258

Item 277 – Deleted – Correctional Industries (CI) no longer make item

Items 307-308 – CI not producing - use any alternate

**Additional Changes are as noted Below**

Item - 187 - Delete, Power Bar is discontinued

Item - 338 - Delete, Breadsticks are discontinued

Item – 396 – Delete, Egg Roll is discontinued

item - 712 – Add, Breakfst Round Cinn Dough

**An Updated Spreadsheet is posted**

# PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON  
2661 N Pearl Street, #139  
Tacoma, Washington 98407  
253-405-5886

April 4, 2018

Ms. Pamela Olsen  
Food Services of America  
PO Box 3547  
Seattle, WA 98124

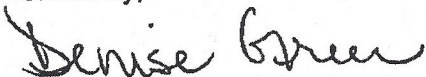
Ms. Olsen,

The Puget Sound Joint Purchasing Cooperative (PSJPC) Executive Board has voted to approve the PSJPC Bid #1-2017 contract extension to Food Services of America for the 2018-2019 school year. This contract extension will be in effect from August 1, 2018 through July 31, 2019 and is at the same terms and conditions as the original bid contract.

The PSJPC board has decided not to use Premier Reach in the 2018-2019 school year.

The Puget Sound Joint Purchasing Cooperative is looking forward to receiving the same excellent service and products that FSA has provided in the past.

Sincerely,

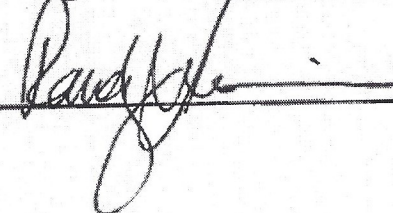


Denise Greer, Board Chair PSJPC

Please sign below to acknowledge contract extension at the same terms and conditions as the original bid contract with Food Services of America.

Name of FSA Officer Approving Randy Irvine

Title of Approving FSA Officer President - Seattle

Signature  Date 4/5/18

**SAM Search Results**  
**List of records matching your search for :**

**Functional Area: Entity Management**  
**Record Status: Active**  
**Entity Name: Food Services of america, inc**

<b>ENTITY</b>	<b>FOOD SERVICES OF AMERICA, INC.</b>	<b>Status:Active</b>
DUNS: 027745645	+4:	CAGE Code: 0N1W0 DoDAAC:
Expiration Date: Sep 19, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 350 S PACIFIC HWY City: WOODBURN ZIP Code: 97071-5931	State/Province: OREGON Country: UNITED STATES	
<b>ENTITY</b>	<b>FOOD SERVICES OF AMERICA, INC.</b>	<b>Status:Active</b>
DUNS: 027514553	+4:	CAGE Code: 1T646 DoDAAC:
Expiration Date: Jun 28, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3520 E FRANCIS AVE City: SPOKANE ZIP Code: 99217-6531	State/Province: WASHINGTON Country: UNITED STATES	
<b>ENTITY</b>	<b>FOOD SERVICES OF AMERICA, INC.</b>	<b>Status:Active</b>
DUNS: 792442543	+4:	CAGE Code: 0HX04 DoDAAC:
Expiration Date: Jun 1, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 18430 E Valley Hwy City: Kent ZIP Code: 98032-1246	State/Province: WASHINGTON Country: UNITED STATES	
<b>ENTITY</b>	<b>FOOD SERVICES OF AMERICA, INC.</b>	<b>Status:Active</b>
DUNS: 884738949	+4:	CAGE Code: 0PGH4 DoDAAC:
Expiration Date: Jun 1, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1495 NORTH HICKORY City: MERIDIAN ZIP Code: 83642-5940	State/Province: IDAHO Country: UNITED STATES	

# PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139  
Tacoma, Washington 98407  
253-405-5886

February 19, 2019

Ms. Pamela Olsen  
Food Services of America  
PO Box 3547  
Seattle, WA 98124

Ms. Olsen,

The Puget Sound Joint Purchasing Cooperative (PSJPC) Executive Board has voted to approve the PSJPC Bid #1-2017 contract extension to Food Services of America for the 2019-2020 school year. This contract extension will be in effect from August 1, 2019 through July 31, 2020 and is at the same terms and conditions as the original bid contract.

The Puget Sound Joint Purchasing Cooperative is looking forward to receiving the same excellent service and products that FSA has provided in the past.

Sincerely,



Leeda Beha, Board Chair PSJPC

Please sign below to acknowledge contract extension at the same terms and conditions as the original bid contract with Food Services of America.

Name of FSA Officer Approving RANDY TRIVINE

Title of Approving FSA Officer PRESIDENT, FSA SEATTLE

Signature Randy Trivine Date 3/12/2019

# PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON

2661 N Pearl Street, #139  
Tacoma, Washington 98407  
253-405-5886

September 21, 2019

US FOODS

Attn: Mr. Tim Lewis  
2204 70<sup>th</sup> Avenue East, suite 100  
Fife, Washington 98424

**RE: Acceptance of Transfer from FSA to US FOODS Puget Sound Joint Purchasing Cooperative (PSJPC) Distributor Bid #1-2017 - Food Products, Disposables & Commodities Storage**

Mr. Lewis,

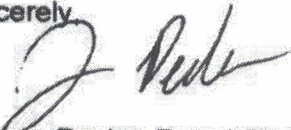
Our cooperative was notified recently of the acquisition of Food Services of America (FSA) by US Foods. We have been notified of the transfer of our Distributor Bid #1-2017 for the 2019-2020 school year to US Foods as part of the acquisition.

The Puget Sound Joint Purchasing Association (DBA Puget Sound Joint Purchasing Cooperative) would like to verify that US Foods intends to honor our Bid #1-2017, awarded to FSA on March 22, 2017 and extended for the 2019-20 school year on February 19, 2019, with all the original terms and conditions. We are attaching a copy of the original bid for your review. Once you have reviewed, please sign this letter to acknowledge your acceptance of PSJPC bid #1-2017 with all the original terms and conditions.

Also attached are some forms that were part of the original bid. Please fill out and return those items to us for our files.

The initial term of the contract commenced August 1, 2017 and ended July 31, 2018 with the option to renew for 4 additional 1-year terms. The current term commenced on August 1, 2019 and ends on July 31, 2020 with two additional options for renewal.

Sincerely



Joanna Peeler, Board Chair, PSJPC

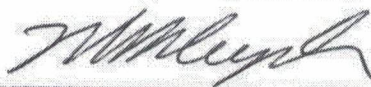
Please sign below to acknowledge receipt and acceptance of the PSJPC Bid #1-2017

Officer Name and Title:

MATT REYNOLDS

President

Signature



Date

9/30/2019



**SAM Search Results**  
**List of records matching your search for :**

**Record Status: Active**  
**DUNS Number: 180103798**

**ENTITY** US FOODS INC. Status: Active

DUNS: 180103798    +4:    CAGE Code: 1M6T4    DoDAAC:

Expiration Date: 04/30/2020    Has Active Exclusion?: No    Debt Subject to Offset?: No

Address: 2204 70TH Avenue E Ste 100

City: TACOMA

State/Province: WASHINGTON

ZIP Code: 98424-3612

Country: UNITED STATES

# PUGET SOUND JOINT PURCHASING COOPERATIVE

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON  
2661 N Pearl Street, #139  
Tacoma, Washington 98407  
253-405-5886

March 16, 2020

Mr Jim Reynolds  
US Foods  
2204 70<sup>th</sup> Ave E, Ste 100  
Fife, WA 98424

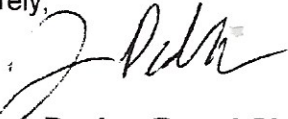
Mr. Reynolds,

The Puget Sound Joint Purchasing Cooperative (PSJPC) Executive Board has voted to approve the PSJPC Bid #1-2017 contract extension to US Foods for the 2020-2021 school year. The board has approved this extension of our original contract with areas that we would expect US Foods to improve upon in the upcoming year. A separate page is attached listing items, that the PSJPC Board felt needed additional attention.

This contract extension will be in effect from August 1, 2020 through July 31, 2021 and is at the same terms and conditions as the original bid contract.

The Puget Sound Joint Purchasing Cooperative is looking forward to a positive and improved customer service year for our member districts. We appreciate all the work that US Foods has put into making the transition work for PSJPC.

Sincerely,



Joanna Peeler, Board Chair PSJPC

Please sign below to acknowledge contract extension at the same terms and conditions as the original bid contract with Food Services of America/US Foods.

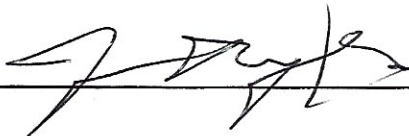
Name of US Foods Officer Approving

JIM REYNOLDS

Title of Approving FSA Officer

AREA PRESIDENT

Signature



Date

18 MAR 20



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)

[Login.gov FAQs](#)

**ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 02/15/2020 from 8:00 AM to 1:00 PM

Entity Dashboard

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
  - ▶ [Core Data](#)
  - ▶ [Assertions](#)
  - ▶ [Reps & Certs](#)
  - ▶ [POCs](#)
- ▶ [Exclusions](#)
  - ▶ [Active Exclusions](#)
  - ▶ [Inactive Exclusions](#)
  - ▶ [Excluded Family Members](#)

RETURN TO SEARCH

US FOODS INC.  
 DUNS: 180103798 CAGE Code: 1M6T4  
 Status: Active  
 Expiration Date: 04/30/2020  
 Purpose of Registration: All Awards

2204 70TH Avenue E Ste 100  
 TACOMA, WA, 98424-3612 ,  
 UNITED STATES

Review Core Data

Current Record

VIEW HISTORICAL RECORD

DUNS Number: 180103798  
 D&B Legal Business Name: US FOODS INC.  
 Doing Business As: (none)

**Business & TIN Information:**

**Business Information:**

Business Start Date: 03/01/1976  
 Fiscal Year End Close Date: 12/31  
 Company Division Name: US FOODS - SEATTLE  
 Company Division Number: 4Q  
 Corporate URL:  
 Congressional District: WA 10  
 Initial Registration Date: 10/20/2000  
 Submission Date: 05/01/2019  
 Activation Date: 05/01/2019  
 Expiration Date: 04/30/2020

**Physical Address:**

Address Line 1: 2204 70TH Avenue E Ste 100  
 City: TACOMA  
 State/Province: WA  
 Country: UNITED STATES  
 ZIP/Postal Code: 98424 - 3612

**Mailing Address:**

Address Line 1: 8075 S RIVER PARKWAY  
 Address Line 2:  
 City: TEMPE  
 State/Province: AZ  
 Country: UNITED STATES  
 ZIP/Postal Code: 85284 - 1819

**CAGE/NCAGE Code**

CAGE:	1M6T4
Does this entity have an Immediate Owner?	Yes
Immediate Owner's CAGE Code:	33BA4
Immediate Owner's Legal Business Name:	US FOODS, INC.
Does this entity have a Highest-Level Owner?	No
Does this entity have any Predecessors?	No

**General Information**

Doing Business As:	(none)
Country of Incorporation:	UNITED STATES
State of Incorporation:	DE
Correspondence Flag:	

**Business Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the [SBA's Dynamic Small Business Search](#) if the entity completed the SBA Supplemental Pages during registration.

**Entity Structure**

Corporate Entity (Not Tax Exempt)

**Profit Structure**

For Profit Organization

**Entity Type**

Business or Organization

**Purpose of Registration**

All Awards

**Financial Information**

Do you accept credit cards as a method of payment?	Yes
--	-----

**Account Details:**

CAGE Code:	1M6T4
------------	-------

**Electronic Funds Transfer:****Automated Clearing House (ACH):****Executive Compensation Questions**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results: **Yes**



IBM-P-20200124-1615  
WWW5

- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

# **PUGET SOUND JOINT PURCHASING COOP**

*SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON  
2661 N. Pearl St., #139, Tacoma, Washington 98407*

## **PUGET SOUND JOINT PURCHASING ASSOCIATION BYLAWS**

### **ARTICLE I - PURPOSE**

The Puget Sound Joint Purchasing Association (doing business as the Puget Sound Joint Purchasing Cooperative, and hereafter the “Cooperative”) is established to provide goods and services to the benefit of the Cooperative, including but not limited to, the approval of specifications and products, analysis and review of bids, and requests for proposal and quotes. These Bylaws are intended to provide guidelines for the leadership and operation of the Puget Sound Joint Purchasing Association in order to carry out the charitable and non-profit purpose and function of the Cooperative as described in these Bylaws.

### **ARTICLE II - ASSOCIATION**

- A. Membership in the Cooperative has one class of membership which shall be open to any school districts (each, a “Member District”) in the State of Washington that meet the criteria for a public agency. The executive committee may allow similar type agencies (eg ESD) to become members. Each Member District shall appoint a superintendent or a designee to act on its behalf.
- B. The board of directors is established as a committee (the “Executive Committee”) comprised of representatives from Member Districts. Officers shall be elected by a simple majority of the Member Districts voting.
- C. The Executive Committee shall meet at least three times annually.
- D. The Executive Committee shall review and take action on comments and concerns of the Member Districts, Executive Director/fiscal agent, and vendors presented to the Executive Committee.
- E. The Executive Committee shall propose changes to the Bylaws and the Interlocal Agreement, which shall require approval by a simple majority of the Member Districts voting.
- F. The fiscal year of the Cooperative shall be September 1 to August 31.
- G. All decisions requiring a vote by the membership will be by simple majority of the Member Districts voting, to the extent permitted by law.
  - 1. Votes may be cast in person or by approved electronic means. Member Districts may participate by any lawful communication means or in person.
  - 2. The annual meeting of the Member Districts shall occur at the date, time and place set by the Executive Committee.

# **PUGET SOUND JOINT PURCHASING COOP**

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3. Special meetings of the Member Districts may occur for any purpose called by the Executive Committee, or by written notice signed by at least 25% of the Member Districts.
4. Notice of any meeting of the Member Districts shall be given to each Member District entitled to vote. Unless otherwise authorized by law, the notice shall be given at least 10 days but not more than 60 days before the date of the meeting, by any lawful means of transmission (including, without limitation, electronic mail).

## **ARTICLE III - EXECUTIVE COMMITTEE (BOARD)**

- A. The Executive Committee shall consist of an Executive Board Chair, Chair-Elect, Vice Chair, Immediate Past Chair, and Executive Director.
- B. Each Executive Committee member shall serve a one-year term (July 1 through June 30). Committee members other than the Executive Director shall be unpaid. The Executive Director is a non-voting member.
- C. Each member of the Executive Committee other than the Executive Director shall be a representative of a Member District, and shall be elected by the Member Districts. The Executive Director shall be hired by the Executive Committee.
- D. Each member of the Executive Committee shall have the duties, authority and responsibilities as outlined in the Bylaws and Policies and Procedures. The Executive Director shall have the duties, authority and responsibilities as the Executive Committee shall designate.
- E. Each Executive Committee member shall remain in office until the earlier of expiration of their term, removal, death or resignation.
- F. Unexpected vacancies may be appointed by the Executive Committee.
- G. Unless otherwise directed by the Executive Committee, the Executive Director shall, subject to the direction and control of the Executive Committee, have general control and management of the business, affairs and Policies and Procedures of the Cooperative and over its officers and shall see that all orders and resolutions of the Executive Committee are carried into effect. The Executive Director shall have the authority to sign all certificates, contracts and other instruments on behalf of the Cooperative.

## **ARTICLE IV - BOOKS AND RECORDS**

- A. The Executive Committee may designate a fiscal agent (“Fiscal Agent”) to ensure that all purchasing and bidding activities adhere to Washington State statutes and purchasing regulations. The Executive Committee may assign the duties of Fiscal Agent to the Executive Director or designee.

# **PUGET SOUND JOINT PURCHASING COOP**

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- B. After mutual agreement on the bid specifications between the Cooperative and the Fiscal Agent, the Fiscal Agent may solicit bids in accordance with RCW 28A.335.190 or as amended by the legislature, or as otherwise permitted by law.
- C. The Cooperative Fiscal Agent may bill Member Districts the approved annual dues at the start of the fiscal year.
- D. On an annual basis The Executive Committee will hire an auditor to review all financial records to ensure compliance that they are in accordance with Washington State regulations and fiscally responsible.

## **ARTICLE V - CRITERIA FOR MEMBERSHIP, PARTICIPATION AND TERMINATION**

- A. New membership criteria are as follows:
  - 1. The operation of a Member District's Child Nutrition Program must comply with federal and state law, including requirements for participating in an interlocal purchasing cooperative.
  - 2. Member Districts shall be located in the state of Washington.
  - 3. Member Districts shall actively participate in the on-going activities of the Purchasing Cooperative.
  - 4. Member Districts must be self-operated Child Nutrition Programs.
  - 5. Member Districts must be part of a federally funded Child Nutrition Programs.
  - 6. Member Districts will not be allowed to join the Cooperative for the purpose of USDA food processing only.
- B. All Member Districts shall have a properly executed Interlocal Agreement.
- C. All Member Districts shall promptly pay fees approved by the Executive Board in accordance with the Interlocal Agreement.
- D. All Member Districts shall issue and be responsible for its individual district purchase order(s) to successful bidder(s) to cover district's participation in contract.
- E. Each Member District shall monitor and audit contract compliance within its own district.



# **PUGET SOUND JOINT PURCHASING COOP**

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- F. All Member Districts shall submit vendor contract compliance concerns, in writing, to the Executive Committee with appropriate documentation.
  
- G. All petitions for addition of new members and terminations of existing Member Districts shall be in writing. Approval or denial of the petitions shall rest with the Executive Committee. Withdrawal requests shall be made to the Executive Chair, in writing. Member Districts will be automatically renewed each year.
  - A current Member District may be terminated upon determination that the Member District no longer meets membership criteria as determined by the Executive Committee.
  
  - A Member District, whose membership has been terminated by the Executive Committee, has the right to appeal the termination decision to the membership at the next regularly-scheduled meeting of the Member Districts.

## **ARTICLE VI - Amendment**

- A. These Bylaws may be amended or repealed by the Executive Committee, or as otherwise permitted by law.

Bylaws adopted on December 16, 2014.

# **PUGET SOUND JOINT PURCHASING COOP**

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2661 N. Pearl St., #139, Tacoma, Washington 98407*

## **POLICIES & PROCEDURES**

**Adopted September 30, 2016**

# **PUGET SOUND JOINT PURCHASING COOP**

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON  
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# **PUGET SOUND JOINT PURCHASING COOP**

SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON  
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## **SECTION I – FINANCIAL POLICIES & PROCEDURES**

### **ACCESS TO RECORDS BY MEMBERS**

It is the policy of the Puget Sound Joint Purchasing Cooperative (**PSJPC**) to allow members access to the following records:

- IRS Form 990, 990T
- Original applications for tax exempt status
- Annual accountant's review

### **ACCOUNTING METHOD**

It is the policy of PSJPC to utilize the cash basis of accounting that recognizes revenues when they are received and expenses when they are paid.

### **ACCOUNTS PAYABLE**

It is the policy of PSJPC to pay all invoices within thirty (30) days of receipt of invoice or request for payment.

### **ACCOUNTS RECEIVABLE**

It is the policy of PSJPC to recognize membership dues as receivable. All dues will be billed within 90 days of the start of the fiscal year (September 1 – August 31) based on the fee schedule for the current year as set by the Executive Board of the PSJPC.

- Sixty (60) days to seventy (70) days after the date of the original invoice, a copy of the invoice stamped with "Past Due" is mailed to member districts.
- Ninety (90) to one hundred (100) days after the date of the original invoice, PSJPC Fiscal Agent will contact the member districts via telephone as a reminder. A record will be kept of telephone contacts.
- One hundred twenty (120) to one hundred thirty (130) days after the date of original invoice, a copy of invoice, will be sent via registered mail to the member district.
- If payment is not received in one hundred sixty (160) the PSJPC Board will review and may revoke the membership of the delinquent member.

# **PUGET SOUND JOINT PURCHASING COOP**

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## **AUDITS**

On an annual basis the financial records of the PSJPC will be audited by an independent Certified Public Accountant during the last quarter of the fiscal year.

## **BANK RECONCILIATION**

It is the policy of PSJPC for all bank account statements to be mailed or electronically delivered directly to the Executive Director. After the Executive Director has examined the bank statements, he/she will mail them to the PSJPC Chair Elect for review. Bank statements shall be reconciled within one week of their receipt.

## **BID REQUIREMENTS**

It is the policy of PSJPC to require three (3) written quotes for all expenditures of \$3500.00.

## **BUDGET PROCESS**

It is the policy of PSJPC to prepare an annual budget representing the organization's annual plan of action. It is the intent of PSJPC to implement an effective budget that will do the following:

- Help PSJPC focus its resources on its long-term goals.
- Assist PSJPC in the control of finances by setting practical limits on the amount that can be spent on specific programs and activities.
- Provide a tool for PSJPC to monitor actual and budgeted costs to ensure that resources are used as intended.

Steps in the Budget Process:

1. The Board Chair, Chair-elect, Vice-Chair, Past-Chair, and Executive Director will meet during the second quarter of the fiscal year, at a time and place to be determined by the Chair, in order to develop and adopt a budget for the following year. Information used to develop the budget will include the previous fiscal year's actual revenue and expenditures as well as program plans for the following fiscal year. The first draft will be approved by the board prior to January/February membership meeting.

# **PUGET SOUND JOINT PURCHASING COOP**

*SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON  
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2. The Fiscal Agent or Executive Director will present the budget at next membership meeting. The budget will be brought to a vote for approval no later than the membership meeting at WSNA conference.
3. Immediately after the close the fiscal year it is the policy of PSJPC to review the current year's budget in light of the previous year's actual net annual revenue and expenditures. The Board will make adjustments to the current year budget as necessary.

## **CHART OF ACCOUNTS**

It is the policy of PSJPC to maintain a chart of accounts.

The budget will contain appropriate account titles and descriptions. The account titles and descriptions will be updated on a routine basis.

## **CHECK DISBURSEMENTS**

It is the policy of PSJPC to issue pre-numbered checks for payment and keep unused check supplies safeguarded.

All check disbursements will require adequate documentation in the form of receipts or invoices and should have a completed Check Request Form attached in order to assure that proper accounts are charged. All invoices and requests for reimbursement will be checked for mathematical accuracy and reasonableness before approval.

The Board Chair or Vice Chair must approve disbursements. Before disbursing checks, the Executive Director will submit a list of proposed disbursements to the Board Chair with a copy to the Chair Elect. The list should include name of payee, amount, account and category to be charged. Upon receiving approval from the Board Chair, the checks may be released. This approval process can take place via e-mail, as long as such a process clearly shows the approval of the Board Chair or Vice Chair. The approval will be filed with the check documentation. If a response is not received from the Board Chair within five days, the request may be sent to the Chair-Elect for approval.

See Check Signers Policy for check signing requirements and refer to Appendix **A** in this manual for a Check Request Form.

## **DEBIT CARD TRANSACTIONS**

It is the policy of the PSJPC to have one debit card, in the name of the executive director of the PSJPC.

The Board Chair or Vice Chair must approve disbursements. Before using the debit

# **PUGET SOUND JOINT PURCHASING COOP**

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card, the Executive Director will submit a list of proposed disbursements to the Board Chair with a copy to the Chair Elect. The list should include name of payee, amount, account and category to be charged. Upon receiving approval, the debit card may be used. This approval process can take place via e-mail, as long as such a process clearly shows the approval of the Board Chair or Chair elect.

The Executive Director may pay for small office expense items and forwarding costs of the PO box without approval and not to exceed \$100. These expenses were pre-approved in the yearly budget.

## **CHECK SIGNERS**

It is the policy of PSJPC to give check-signing authority to the following positions:

- Board Chair
- Executive Director
- Chair- Elect
- Vice Chair
- Past Chair

Checks issued for payments over \$1,000 or checks made payable to the executive director require the approval of the Board Chair and Chair-Elect. All checks require two approved signatures.

## **CONTRACT SIGNING AUTHORITY**

It is the policy of PSJPC to grant authority to sign contracts to the Executive Director with Board approval and as long as the financial implications of the contract are included in the PSJPC budget. This approval process can take place via e-mail, as long as such a process clearly shows the approval of the Board. The approval will be filed with the contract documentation.

## **EXPENSE REIMBURSEMENT**

It is the policy of PSJPC to issue expense reimbursements within 30 days of receipt of the request for reimbursement.

All expense reimbursements will require adequate documentation in the form of receipts or invoices and should have a completed Check Request Form (Appendix A) attached in order to assure that proper accounts are charged. If the receipt is a merchant's tape that shows price only and not a description, a brief description should be added next to each item on the tape. All requests for reimbursement will be checked for mathematical accuracy and validity before approval.

## **FINANCIAL STATEMENTS**

It is the policy of PSJPC to prepare and distribute internal financial statements that will

# **PUGET SOUND JOINT PURCHASING COOP**

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include an income and expense report representing current period to date and year to date at each membership meeting and at the request of the Executive Board. These statements will be prepared in accordance with generally accepted accounting principles.

## **INDEPENDENT CONTRACTORS**

It is the policy of PSJPC to evaluate criteria established by the IRS when assigning individual employee or independent contractor status. If compensation is \$600 or more, individuals qualifying as independent contractors will complete a W-9 form and will be issued IRS Form 1099.

## **INSURANCE**

It is the policy of PSJPC to maintain adequate insurance coverage and limitations to adequately meet the needs of PSJPC, its members and employees.

## **IRS FORMS**

It is the policy of PSJPC to allow public access to IRS Forms 990 and 990T. This access will be provided at a time and place mutually agreeable between PSJPC and the individual requesting the inspection. Request for copies of these forms may be denied, and will not be mailed under any circumstance without the approval of the Executive board.

It is the policy of the organization to compile IRS Form 1099 for all individuals receiving \$600 or more from the organization for services rendered.

## **Member District Contact Information**

It is the policy of PSJPC not to benefit financially from membership contact information provided to outside sources.

## **NONSUFFICIENT FUNDS CHECKS**

It is the policy of PSJPC to include checks returned by the bank because of non-sufficient funds in the accounts receivable non-sufficient funds account in the accounting records.

If the checks in question are eligible for redeposit, the subsequent deposit will reduce



# **PUGET SOUND JOINT PURCHASING COOP**

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the receivable account accordingly. If the checks in question are prohibited from redeposit, the Executive Director will contact the check originator for other means of payment.

## **PURCHASE ORDERS**

It is the policy of PSJPC to neither issue nor accept purchase orders.

## **RECORD RETENTION AND DESTRUCTION**

It is the policy of PSJPC to retain records as required by law and to destroy them when appropriate.

## **TRAVEL**

### Travel Authorization

It is the policy of PSJPC to reimburse authorized members for all PSJPC-related travel expenses. Such reimbursement shall be made in accordance with the PSJPC reimbursement policy.

Transportation, lodging, or per diem expenses shall not be reimbursed for any member of PSJPC except as provided in this section.

Reservations for transportation and housing will be made by the PSJPC Executive Director. PSJPC officers or committee members who are approved for travel by the Executive Board and who are representing PSJPC on official business will be reimbursed for meals, and other essential travel expenditures that fall within the budgeted amount for that event.

PSJPC members receiving reimbursement from any other source shall not be entitled to claim expenses.

PSJPC members not representing PSJPC while attending a PSJPC sponsored event shall not be entitled to claim expenses.

Maintenance of the list of authorized persons approved to travel at Association expense is the responsibility of the Executive Director. The term "member" in the paragraphs of this section refers only to these authorized persons.

When representing PSJPC and receiving reimbursement, that individual is to attend all official and scheduled meetings.

# **PUGET SOUND JOINT PURCHASING COOP**

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## Travel Advances

It is the policy of PSJPC to issue no travel advances for in-state travel.

It is the policy of PSJPC to establish travel expense limitations and guidelines as follows:

*Personal Mileage* – Members will be reimbursed for use of their personal cars on PSJPC business at the current rate per mile authorized by the US Internal Revenue Service or the State of Washington, whichever is less. The Executive Director will contact the IRS and the State of Washington each January to determine the rate to be used for that year and will notify the Executive Board.

*Public Carrier* – The most cost effective means of travel, such as coach airfare, must be used. Receipts are necessary.

### *Air versus Auto* –

- When a member must travel on Board business across the state, the member may choose either option. If the option for air travel is selected, the Executive Director will make the necessary travel arrangements.
- If the member chooses to drive, he/she will be reimbursed for either the mileage driven or the amount for air travel, whichever is less. The air travel amount will be determined by the amount of round-trip airfare two weeks prior to the event plus airport parking and round-trip mileage to the airport. If more than one member is traveling on Board business in the same auto, the costs of air travel for the additional member(s) will also be taken into account. Total reimbursement, however, will not exceed the normal mileage reimbursement.
- The Executive Board may make exceptions to this policy on a case-by-case basis for extenuating circumstances (such as the need to transport bulky items that make air travel cumbersome).

*Lodging* – Lodging (and related meals) will be allowed only when a meeting is held more than 60 miles from the traveling member's starting point. If extenuating circumstances exist, an appeal may be made to the Executive Board for approval of lodging and meals for a lesser distance.

Reservations will be made on the basis of double occupancy. Exceptions will be made when the gender or number of members attending make such an arrangement impossible.

Members are encouraged to share rooms in order to minimize expense to the PSJPC. Should a member wish to occupy a single occupancy room, the member must pay for the room at checkout and will be reimbursed for the basic room charge at half the rate

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of a double occupancy room plus applicable taxes. Itemized receipts are necessary.

*Meals* –Members will be reimbursed for meals and tips at a rate not to exceed \$50 per day, with a limit for partial days to be: Breakfast, \$10; Lunch, \$15; Dinner, \$25. These figures include applicable taxes and tips.

No reimbursement will be allowed for alcoholic beverages.

*Taxi* – Actual taxi fares, including tips, will be reimbursed entirely. Receipts are necessary. Tips must be noted on taxi receipts.

*Parking & Tolls* – Parking fees and toll expenses will be reimbursed. Receipts are necessary. When receipts are not available, the member will submit a signed request indicating that receipts were not available.

*Car Rentals* – Car rentals will be reimbursed if pre-approved by the Executive Board. Requests must be submitted in writing to the Executive Director at least 15 days prior to departure. Receipts are required.

*Telephone* – Telephone expenses will be reimbursed for PSJPC business only.

*Committee Meetings* – Expenses incurred by committee members while attending committee meetings at times other than during the normal PSJPC meeting shall be reimbursed.

Exceptions as needed may be approved by the Executive Board.

## Travel Claims and Reimbursement

All claims for reimbursement must be submitted to the Executive Director on the printed PSJPC Check Request Form (Appendix A). Such claim must be submitted within 30 days of the end of the fiscal year.

Travel expense reimbursements will be distributed or mailed within 30 days of receipt of properly approved requests submitted on the PSJPC Check Request Form (Appendix A) with all receipts attached.

## **VOIDED CHECKS**

It is the policy of PSJPC to document every check that has been voided, regardless of the reason.

Voided checks will be marked "VOID" in the place for signatures and will be voided in the system. The voided checks will be filed in sequential order with the cancelled checks.

## **SECTION II**

# **PUGET SOUND JOINT PURCHASING COOP**

*SCHOOL NUTRITION PROCUREMENT LEADER OF WASHINGTON  
2661 N. Pearl St., #139, Tacoma, Washington 98407*

## **Puget Sound Joint Purchasing Cooperative**

### **Conflict Of Interest Policy**

#### **I. Policy**

It shall be the policy of the Puget Sound Joint Purchasing Cooperative (PSJPC), that no member, while serving the Association in a leadership capacity, either as an Executive Board Member or Committee Chair will take personal advantage of his or her leadership role by allowing a situation to exist that may be construed as a conflict of interest situation.

#### **II. Purpose**

It has been the intent of the Puget Sound Joint Purchasing Cooperative, since its inception to carry on its activities in accordance with the highest ethical standards. Adoption of this Policy by the PSJPC Executive Board is, therefore, a reaffirmation of PSJPC's intent that all Board Members, Officers, and Committee Chairs holding elected or appointed leadership positions practice the highest ethical standards and give undivided loyalty to PSJPC and its goals. Any activities which do not serve the best interest of PSJPC or which favor the personal advantage of another person or corporation are inconsistent with the duties and responsibilities owed to PSJPC

#### **III. Practice/Procedure**

1. All Board Members and Committee Chairs shall scrupulously avoid any conflict between their respective individual interests and the interests of the PSJPC, in any and all actions taken by them on behalf of PSJPC in their respective capacities.
2. Conflicts of interest would include, but not be limited to, direct financial or close personal interests in a company or product which could be affected by a decision of a Board, Committee, or other Association governing body on which the Leader serves; acceptance of any gift, entertainment, services, loans, or promises of future benefits from any person or organization that might benefit because of the Leader's connection with PSJPC (note: this does not apply to gifts and/or similar entertainment of nominal value); and compensation in the form of fees or salaries if such payment is affected directly or indirectly by the Leader's work with the Association (note: PSJPC is not critical of such interests; it merely requests that Leaders disqualify themselves from direct service to the PSJPC if they have such interests.)
3. Annually, at the first meeting in the fiscal year, the Executive Board shall disclose any direct or indirect relationships with organizations, either for-profit or not-for-profit, that may, during their term of office, be involved with the PSJPC in a formal capacity. Examples of such relationships may include, but not be limited to,

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employer-employee relationships, governance relationships, contractor-contractee relationships, etc.

4. In the event any Leader of PSJPC may stand to derive a personal gain or benefit from a transaction with PSJPC, or shall have any direct or indirect interest in or relationship with any individual or organization (i) which proposes to enter into any transaction with PSJPC for the sale, purchase, lease or rental of property; or (ii) which proposes to render or employ services, personal or otherwise, to PSJPC; or (iii) which may be seen as competing with the interests or concerns of PSJPC; such Leader shall forthwith give the Executive Board of the PSJPC notice of such interest or relationship and shall, therefore, refrain from voting or otherwise attempting to affect any decision for PSJPC to participate or not to participate in such transaction and the manner of terms of such participation. Minutes of appropriate meetings should reflect that such disclosure was made, and that such Officer or Board Member abstained from voting and absented him or her self from the final review and vote on the matter.
5. Product endorsements shall not be made by Executive Board members nor shall an Officer or Board Member of PSJPC appear in any advertisements or industry articles featuring endorsement of any product, company, service or industry-contributed articles featuring endorsement of any product, company service or industry during their term of office. Executive Board members should refrain from appearing in industry advertisements/ promotions and should never work in an exhibitor booth during any PSJPC meeting.
6. Executive Board members should not serve on advisory boards that have publications, trade shows or other events that compete with PSJPC for advertisers, exhibitors or sponsors. Industry that supports PSJPC often requests Executive Board members to participate in advisory boards, focus groups, and/or to attend or speak at annual sales meetings, etc. Participation in these activities, however, is not considered a conflict of interest.

A copy of this policy shall appear in the orientation materials for newly elected Executive Board members and be shared with the Nominating Committee for distribution to all prospective candidates. An Executive Board member having questions about a potential conflict of interest should confer with the Executive Board.

This Policy shall be reviewed periodically for the information and guidance of all individuals who serve the PSJPC in a leadership capacity.

## **POTENTIAL CONFLICTS OF INTEREST**

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## **Puget Sound Joint Purchasing Cooperative**

### **EXECUTIVE BOARD MEMBER STATEMENT REGARDING**

#### **CONFIDENTIALITY, COMPETITION AND DISCLOSURE**

I have been elected to serve on the Executive Board of the Puget Sound Joint Purchasing Cooperative (PSJPC).

I understand that my sources of income and financial interests and/or my business dealings with PSJPC may create a conflict of interest or apparent conflict of interest.

I understand that as an Executive Board member that I cannot endorse a product(s) of one of our industry partners nor shall I appear in any advertisements or industry articles featuring endorsement of any product, company, service or industry-contributed articles featuring endorsement of any product, company service or industry during my term of office. As an Officer or Board Member of PSJPC, I shall refrain from appearing in industry advertisements/ promotions and never work in an exhibitor booth during any PSJPC meeting.

I agree not to serve on advisory boards that have publications, trade shows or other events that compete with PSJPC.

I agree to disclose any significant source of income or other financial interest I or an immediate family member has which may be directly or indirectly affected by a decision of PSJPC and/or its Executive Board, and/or any significant interest I or an immediate family member has in an organization which PSJPC is dealing or with which it is considering conducting business, either at the time of my appointment (or when this policy is implemented) or when that information is relevant to matters under consideration by the Executive Board on which I serve.

I agree that if my income or other financial interest may be directly or indirectly affected by an action or decision of PSJPC or its Executive Board, or my interest involves an organization with which PSJPC is dealing or considering dealing, I will not vote on the transaction under consideration and will excuse myself from the meeting while the matter is under consideration unless the remaining Executive Board members request that I participate in the discussion.

I understand that it is my responsibility to update this information if there are changes in the sources of my income, my other financial interests, organizations with which PSJPC

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is considering business, and/or the impact of PSJPC's actions may have on these interests.

I understand that if I have questions regarding a potential conflict of interest that I should confer with the other members of the Executive Board.

I further understand that the information that I provide in this statement may be provided to other members of the Executive Board and/or officers of PSJPC.

I further understand that in the course of my duties on the Executive Board, I will have access to confidential information about PSJPC's operations. I agree that during and after my service on the Board, I will not disclose any such information to any person or entity, other than the officers, agents and employees of PSJPC, except as the PSJPC specifically authorizes or directs me in writing. I will observe any requirements or procedures that PSJPC may require for the protection of the confidentiality of such information. I understand that any questions as to what information is confidential will be referred to, and resolved by, the Board Chair of the PSJPC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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## **Section IV**

### **Standards of Business Conduct for Board of Director Members**

The Standards of Business Conduct ("Standards") apply to all members of the Board of Directors (Officers) of the Puget Sound Joint Purchasing Cooperative (PSJPC). All Officers of the PSJPC are expected to read the Standards, understand them and comply with their letter and spirit. The Standards cannot address every applicable law or provide answers to all questions that might arise. Officers must ultimately rely on their good sense of what is right, including a sense of when it is proper to seek guidance from others on the appropriate course of conduct. It should be noted that other documents, such as the PSJPC's Governing Rules and Board Policies, also affect Officers and directors' conduct. The PSJPC's success depends upon maintaining its strong, positive public reputation. Therefore, in many instances these Standards go beyond the requirements of law or of those other documents.

Together with other applicable guidelines or policies of the PSJPC, compliance with these Standards will help protect the PSJPC's reputation for honesty and integrity. Furthermore, they are not an express or implied contract and do not create any rights of any kind—such as contract rights, indemnification rights, or intellectual property rights—between the PSJPC and its Officers.

#### **Compliance with Laws**

Obeying the law, both in letter and in spirit, is one of the foundations on which the PSJPC's ethical standards have been developed. All Officers must respect and obey the laws of the jurisdictions in which the PSJPC operates. Although not all Officers are expected to know the details of these laws, it is important to know enough to determine when to seek advice from counsel or others.

#### **Conflicts of Interest**

##### Overview

Personal or business activities, relationships, or other interests of Officers must not conflict or appear to conflict with the interests of the PSJPC. Disclosure of other interests is crucial to maintaining a bias-free governance process by the PSJPC for the benefit of its members and other constituents. These Standards do not specifically address the details of conflict avoidance, so individuals should act in good conscience and use



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common sense. Board members should refer to PSJPC's Conflict of Interest Policy. When questions arise, they should seek guidance.

## General Principles

All Officers are expected to disclose other interests according to the PSJPC's policies and procedures. They are expected to deal at arm's length in any transactions with the PSJPC and are expected to cooperate in resolving any conflicts or potential conflicts as recommended by the governing board or its designated representatives.

## **Accounts and Record Keeping**

### Overview

Every PSJPC financial record and report should be accurate, timely and in accordance with any applicable laws or accounting rules or principles. The PSJPC's books must reflect all components of transactions, as well as the PSJPC's high standard of insisting upon an honest and forthright presentation. These records are the basis for managing the PSJPC and for fulfilling the obligations to members, the public, and government authorities.

### General Principles

- Never falsify any document or distort the true nature of any transaction.
- All transactions must be supported by accurate documentation.
- All reports made to government authorities must be full, fair, accurate, timely and understandable.
- Officers must cooperate with audits of financial records.
- To the extent estimates and accruals are necessary in PSJPC reports and records, they must be supported by appropriate documentation and be based on good faith judgment.

## **Use of PSJPC Assets**

### Overview

PSJPC assets are to be applied to PSJPC, not personal, uses. Assets include the PSJPC's equipment, computers and software. Common sense should prevail. The occasional minor personal use of some PSJPC assets is not an issue. Theft or deliberate misuse of PSJPC assets is a violation of the Standards.

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## General Principles

- The use of PSJPC assets for the personal benefit of Officers, or the benefit of anyone other than the PSJPC, is permitted only with proper approval or authority.
- Officers may not take away from the PSJPC any opportunity for financial gain that arises or is discovered because of their positions in the PSJPC or through the use of PSJPC property or information.
- Misuse of PSJPC assets may be considered theft and result in disciplinary action or criminal prosecution.
- PSJPC computer systems and equipment are meant for PSJPC use only. For example, they should never be used for outside businesses, illegal activities, gambling or pornography.

## **Working with Outside Parties and Business Gifts**

### Overview

Consistent with the obligation they have to act with integrity and honesty at all times, Officers should deal fairly and in good faith with all persons with whom the PSJPC has transactions, business, or ventures. No one should take unfair advantage of anyone through misrepresentation or any unfair business practice. Officers of the PSJPC may be offered gifts, hospitality or entertainment from persons or entities with which the PSJPC has relationships, such as vendors, sponsors, advertisers, exhibitors, joint ventures, hospitality or transportation industry sales representatives or others. It is crucial to keep an arm's-length relationship. Avoid accepting excessive or lavish gifts that may give the appearance of undue influence; acceptance of anything of more than trivial value should first have proper approval or authority. Every Officer should avoid personal financial transactions with persons or entities that may influence their ability to perform objectively.

### General Principles

- The Standards prohibit Officers from accepting any nontrivial gifts or entertainment in the context of PSJPC work. Judgment is critical in this area. For instance, modest holiday gifts may be fine but an expensive trip probably would not be. In addition, an Officer must not accept any gift in the form of cash, credit, discounts, or similar offerings. If uncertain, prior approval or authority should be sought.
- Modest gifts or entertainment from persons or entities with which the PSJPC has relationships must support the legitimate interests of the PSJPC and should be reasonable and appropriate under the circumstances.

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## **Protecting the PSJPC's Nonpublic Information**

It is the obligation of Officers to safeguard the PSJPC's nonpublic information. Officers should not share confidential information with anyone outside the PSJPC unless it is necessary as part of work responsibilities and then only pursuant to a nondisclosure agreement reviewed by counsel.

Nonpublic information is any information that has not been disclosed or made available to the membership, the general public, or government agencies. Nonpublic information includes items such as financial data, plans for acquisitions or divestitures, evaluations of joint ventures or other endeavors, personal information about Officers, employees or members, material contracts, finance arrangements, real estate opportunities, major management changes, and other PSJPC developments.

## **Administration of the Standards**

### Distribution

All PSJPC Officers will receive a copy of these Standards at the time they assume their positions with the PSJPC and will receive any periodic updates.

## **Approvals or Authorizations**

As described in the Standards, certain persons at the PSJPC must review and approve in writing any circumstance requiring special permission. Copies of these approvals should be maintained by the PSJPC and made available to auditors or investigators.

PSJPC's Board of Directors must approve waivers of any provision of these Standards. Generally, approvals, authorizations or waivers should be obtained from the Executive Board.

Monitoring Compliance - Officers should take all responsible steps to prevent Standards violations. Officers must report suspected violations to the Executive Board. However, suspected Standards violations that relate to financial statement disclosures or to accounting, internal control, or auditing matters can be raised with any Board Member. Reports may be made anonymously, but anyone who makes a report anonymously must recognize that the PSJPC will then be unable to follow up for further information or to inform on the disposition of the report.

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The PSJPC does not permit retaliation of any kind against Officers for good faith reports of potential violations of the Standards. Anyone who retaliates against another for reporting known or suspected violations of the Standards will be in violation of the Standards. Retaliation may also be a violation of law; as such, it could subject both the individual offender and the PSJPC to legal liability.

## **Investigations and Disciplinary Actions**

The PSJPC will investigate any matter that is reported and may take appropriate corrective actions, which may include, alone or in combination, a warning, letter of reprimand or revocation of an officer 's or director 's position, or other.

## **Amendments and Modifications**

The PSJPC reserves the rights to amend, alter, or terminate these Standards at any time and for any reason.

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## **Section V**

### **Puget Sound Joint Purchasing Cooperative Board of Directors**

#### **Whistleblower Policy**

##### **GENERAL**

The Puget Sound Joint Purchasing Cooperative's (PSJPC) Standards of Business Conduct ("Standards") for the PSJPC Board of Directors requires members of the Board to observe high standards of business and personal ethics in the conduct of their duties. As representatives of PSJPC, they are expected to practice honesty and integrity in fulfilling their PSJPC responsibilities and to comply with all applicable laws and regulations.

##### **REPORTING RESPONSIBILITY**

It is the responsibility of all directors and officers to comply with the Standards and to report violations or suspected violations in accordance with this Whistleblower Policy.

##### **NO RETALIATION**

No director or officer who in good faith reports a violation of the Standards shall suffer harassment or retaliation. This Whistleblower Policy is intended to encourage and enable directors, officers and others to raise serious concerns within PSJPC prior to seeking resolution outside PSJPC.

##### **REPORTING VIOLATIONS**

Suspected violations of the Standards should be reported to the PSJPC Executive Director, who has the assigned responsibility to investigate all reported violations. Violations must be submitted in writing and should include as much detail and documentation as possible to facilitate an investigation.

##### **REPORTING INDIVIDUAL**

The PSJPC Executive Director is responsible for investigating and making recommendations to the Board for resolution of the matter. The PSJPC Executive Director has direct access the Board of Directors and is required to report to the Board of Directors at least annually on compliance activity.

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## **ACCOUNTING AND AUDITING MATTERS**

The Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Executive Director shall immediately notify the Executive Board of any such complaint and work with the committee until the matter is resolved.

## **ACTING IN GOOD FAITH**

Anyone reporting a violation or a suspected violation of the Standards must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Anyone submitting allegations that prove not to be substantiated, prove to have been made maliciously, or prove to have been made with knowledge that they were false, will be regarded as having committed a serious offense.

## **CONFIDENTIALITY**

Violations or suspected violations may be submitted on a confidential basis or may be submitted anonymously to the PSJPC Executive Director by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

## **HANDLING OF REPORTED VIOLATIONS**

The Executive Director will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

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## **Section VI**

### **Puget Sound Joint Purchasing Cooperative Antitrust Policy Guideline**

#### **Introduction**

The Puget Sound Joint Purchasing Cooperative has a policy of strict compliance with federal and state antitrust laws. All PSJPC members are expected to adhere strictly to the policy not only at formal PSJPC meetings but also in informal contacts with other industry members and communications with the public. This Antitrust Policy Guideline has been developed to provide a general overview of the antitrust laws as applied to trade PSJPCs and to assist members in conducting PSJPC-related activities in conformity with those laws.

These guidelines are intended to: (1) prevent the occurrence of an actual antitrust violation in the course of PSJPC activities, and (2) prevent inadvertent conduct which might give the appearance of an antitrust violation to someone unfamiliar with PSJPC's nature and purposes. They are designed to protect you, your employer and PSJPC from any accusation of wrongdoing arising out of your participation in PSJPC activities.

Accomplishment of these objectives is everyone's responsibility. We urge you to keep this document handy, and to refer to it whenever you have any question about the antitrust implications of any activity you might undertake under the auspices of PSJPC. We also urge you to advise your colleagues at work of PSJPC's comprehensive antitrust compliance program, so that you can count on their continued support in your PSJPC activities.

#### **Overview of the Antitrust Laws**

There are four principal federal antitrust laws:

- The Sherman Act prohibits agreements that unreasonably restrain competition and monopolizing, or attempting to monopolize, a market through unfair means.
- The Clayton Act prohibits certain specific types of conduct, such as specific exclusive dealing and "tying" arrangements, certain mergers that may harm competition, and certain interlocking corporate directorates.
- The Federal Trade Commission Act generally prohibits the same practices barred by the Sherman and Clayton Act, and also prohibits practices that are unfair and deceptive, such as making false or misleading claims about a product or service.

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- The Robinson-Patman Act prohibits price discrimination against customers and certain other kinds of discriminatory practices, such as discriminatory promotional allowances and unlawful brokerage payments.
- In addition, the Hart-Scott-Rodino Antitrust Improvements Act regulates mergers.

Every state of the United States has some form of antitrust law as well, which is usually interpreted and applied similarly to the federal laws (although some state laws have unique provisions, particularly in the area of unfair competition). Activities in the United States and other countries also may violate antitrust laws of foreign countries.

## **Enforcement and Penalties**

The consequences for violating the antitrust laws can be severe, including stiff fines and treble damages assessed on the PSJPC and its leaders, jail sentences for individuals who participated in the violation, and/or a court order dissolving the PSJPC or seriously curtailing its activities. The antitrust laws can be enforced by government agencies such as the U.S. Department of Justice, the FTC and state attorney general's offices. Private parties such as competitors and consumers who are harmed by the anticompetitive conduct of others may bring suit for violations and might recover three times the amount of damages suffered, plus the costs of bringing suit including attorneys' fees.

In addition to the PSJPC's firm commitment to the principle of competition served by the antitrust laws, the penalties which may be imposed upon both the PSJPC and its individual members and affiliated corporate and other organizations involved in any violation of the antitrust laws are so severe that good business judgment demands that every effort be made to avoid any such violation. Certain violations of the Sherman Antitrust Act, such as price-fixing, are felony crimes for which individuals may be imprisoned for up to three (3) years or fined up to \$350,000, or both, and corporations can be fined up to \$10 million for each offense. In addition, treble damage claims by private parties (including class actions) for antitrust violations are extremely expensive to litigate and can result in judgments of a magnitude which could destroy the PSJPC and seriously affect the financial interests of its members.

It is the responsibility of every member of PSJPC to be guided by PSJPC's policy of strict compliance with the antitrust laws in all PSJPC activities. It shall be the special responsibility of committee chairmen, PSJPC officers, and officers of regional and local affiliates to ensure that this policy is known and adhered to in the course of activities pursued under their leadership.

## **General Antitrust Guidelines**



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While the antitrust laws apply to all business, there are several types of activities that are particularly relevant to professional and trade PSJPCs.

Price-Fixing – Any agreement among competitors to raise, lower or stabilize prices is unlawful, even if the agreed-upon price is reasonable, and even if the agreement is never put into effect. Details like credit terms, discounts, and warranties are elements of price. Competitors may be charged with illegal price fixing if they discuss general pricing ranges or policies because these discussions may have an impact on actual price quotations.

Product Standards – Many Cooperatives develop standards related to product manufacture, performance or compatibility. These standards must be prepared through a consensus process that is balanced and allows for participation by all interested parties.

Educational Presentations – Discussions at educational presentations should be limited to objectives that promote overall PSJPC welfare.

PSJPC Meetings – To minimize the possibility of antitrust problems at PSJPC gatherings, specific guidelines set forth in this document should be followed at all meetings of the Board of Directors and members, as well as all PSJPC-sponsored conventions, trade shows, training seminars, conferences, and task force and working group sessions.

## **General Rules of Antitrust Compliance**

The following rules are applicable to all PSJPC-related activities and must be observed in all situations and under all circumstances without exception or qualification other than as noted below.

1. Neither PSJPC nor any committee, member or activity of PSJPC shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, among competitors with regard to prices, terms or conditions of sale, distribution, volume of production, territories or customers.
2. No PSJPC committee or member shall undertake any activity which involves exchange or collection and dissemination among competitors of any information regarding prices or pricing methods.
4. No PSJPC activity should involve any discussion of costs, or any exchange of cost information, for the purpose or with the probable effect of (a) increasing, maintaining or stabilizing prices; or (b) reducing competition in the marketplace with respect to the range or quality of products or services offered.

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6. No discussion of costs should be undertaken in connection with any PSJPC activity for the purpose or with the probable effect of promoting agreement among competing firms with respect to their selection of products for purchase, their choice of suppliers, or the prices they will pay for supplies.
8. No PSJPC activity or communication shall include any discussion which might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods or services, or to prevent any business entity from obtaining a supply of goods or otherwise purchasing goods or services freely in the market.
10. No person shall be unreasonably excluded from participation in any PSJPC activity, committee or local organization where such exclusion may impair such person's ability to compete effectively or pursue their livelihood in the school food industry.
11. Neither PSJPC nor any committee or member shall make any effort to bring about the standardization of any product for the purpose or with the effect of preventing the manufacture or sale of any product not conforming to a specified standard.
12. No PSJPC activity or communication shall include any discussion which might be construed as an agreement or understanding to refrain from purchasing any raw material, equipment, services or other supplies from any supplier.
13. Any company which believes that it may be or has been unfairly placed at a competitive disadvantage as a result of a PSJPC activity should so notify the PSJPC Executive Board. PSJPC Executive Board will then review and attempt to resolve the complaint.

## **Apparent Authority and Appearances**

Only persons specifically authorized by the PSJPC Executive Board may author or distribute communications (including interviews and press statements) on PSJPC's behalf.

## **Requests for Information/Investigations**

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All requests for information or investigations regarding the PSJPC, formal or informal, written or oral, must be directed to the Executive Board. No substantive response will be made before consulting with PSJPC legal counsel.

PSJPC legal counsel should be consulted prior to any discussion of actions which could raise antitrust risks, or which seem in any way to be questionable or out of the ordinary.

## **SECTION VI**

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## **Hiring Policy**

### **I. Policy**

PSJPC has established that the Association will have an Executive Director that will be a paid position. The Executive Director will be evaluated on an annual basis by PSJPC's current Board Chair, Chair-Elect and Vice-Chair.

### **II. Job Opening / Candidate Search**

Upon a vacancy in the Executive Director position, the PSJPC Board will announce the opening via common channels. The Executive Board will review applications, conduct interviews, and hire the Executive Director.

### **III. Termination of Staff**

The PSJPC Board has the authority to terminate for due cause.