

WCPS | Washington County Public Schools



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY WASHINGTON COUNTY PUBLIC SCHOOLS

FOR

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

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP # 2014-39

Issued: February 18, 2014

PROPOSAL DUE DATE:

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

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

BID ADVERTISEMENT

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

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

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

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

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

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

By order of: Washington County Public Schools Lisa Freeman, Supervisor of Purchasing

PROCUREMENT SCHEDULE

Washington County Public Schools (“WCPS”) will make every effort to adhere to the following procurement schedule:

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

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SECTION 1 -GENERAL INFORMATION

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

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

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

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

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

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

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

OFFERORS’ INVESTIGATION Before submitting a Proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by WCPS that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from

failure to make such investigations and examinations will relieve the successful Offeror from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

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

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

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

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

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

LAWS AND REGULATIONS It shall be understood and agreed that any and all articles and /or

equipment furnished of contract awarded on this proposal shall comply fully with all Local, State and Federal laws and regulations.

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

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

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

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

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

SECTION 2: SPECIFICATIONS – SCOPE OF SERVICES

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

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

OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Proposers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

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

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

- B. **Grocery – Refrigerated:** Refrigerated grocery products, including but not limited to, chilled products including prepared meat, vegetable, pasta and fruit salads, chilled processed fruits, chilled salad dressings and any other refrigerated grocery products available from Offeror.
- C. **Grocery – Frozen:** Frozen products including, but not limited to, fruits and vegetables, potatoes and fries, frozen soups, chili and sauces, prepared entrees, vegetarian entrees, ethnic products such as Mexican, Asian or Italian, pizza and pasta products, appetizers and meatballs, soft baked pretzels, non-dispensed frozen juices and beverages and any other frozen grocery products available from Offeror.
- D. **Coffee/Tea:** Coffee and tea that would be made and/or dispensed with corresponding equipment.
- E. **Cheese/Eggs:** Any cheese and cheese products and egg and egg products available from Offeror.
- F. **Dairy:** The complete range of dairy products, including but not limited to, frozen and chilled products such as margarine and butter, both cup and frozen yogurt, milk, shakes and ice cream products and any other dairy product available from Offeror.
- G. **Meat (Beef and Pork), Poultry and Seafood – Dry:** Dry shelf stable meat, poultry and seafood products including but not limited to, canned pureed or dried meats, poultry and seafood, canned prepared meat entrees such as ravioli, beef stew, cannelloni and any other dry shelf stable meat products available from Offeror.
- H. **Meat (Beef and Pork), Poultry and Seafood – Chilled:** Chilled meat, poultry and seafood products including beef, pork, poultry and seafood (including shellfish), unprocessed and processed, raw and pre-cooked, ham, hot dogs and sausages, deli meats and any other chilled meat, poultry and seafood available from Offeror.
- I. **Meat (Beef and Pork), Poultry and Seafood – Frozen:** Frozen meat, poultry and seafood products including beef and pork (excluding primal cuts), poultry and seafood (excluding fresh shellfish), whole cuts or pieces, unprocessed and processed, raw and pre-cooked, all breaded, marinated and/or seasoned pieces of meat, poultry and seafood, hams, bacon, hot dogs and sausages, deli meats, pizza toppings, BBQ meats, gyro meats, stir fry and fajita meats and any other frozen meat, poultry and seafood available from Offeror.
- J. **Boxed Beef, Shellfish and Cut Steaks:** Frozen and chilled boxed beef, shellfish and cut steak products, including but not limited to, primal cuts of boxed beef such as prime rib, tenderloins, fillet mignon and inside rounds, cut steaks and shellfish such as crab, lobster and green shrimp.
- K. **Fresh Produce:** Fresh produce, including but not limited to, both processed and unprocessed fresh fruits and vegetables, fresh herbs, salad mixes and any other fresh produce available from Offeror.
- L. **Paper/Disposables:** Products include, but are not limited to, all plastic, paper, cardboard or foam carry-out containers and lids, all disposable tableware including plates, cups,

glasses, bowls, lids and cutlery, filters, plastic liners, bags and gloves, napkins, toilet tissue, paper towels, plastic, wax and foil wraps, sheets and bags, straws and toothpicks, charcoal, doilies, placemats, tray liners and tablecloths, disposable pans and caterware and any other paper/disposables available from Offeror.

- M. **Janitorial/Chemical:** Products include, but are not limited to, detergents and cleaning chemicals, all Eco Lab products, grill, oven and fryer cleaning products, cleaning pads and cloths, brooms and mops, safety gloves, apparel, mats and signs and any other Janitorial/Chemical products available from Offeror.
- N. **Smallwares/Equipment/Tabletop:** Products include, but are not limited to, brushes, metal and plastic pans, liners and lids, trays and baskets, serving utensils, kitchen utensils and knives, can openers and scales, vegetable processing equipment, china, silverware, glassware, dispensing equipment, chafers and catering equipment, gloves, thermo containers, candles, linens, trash cans, carts, pot holders, aprons, marketing and acrylic products and any other such products available from Offeror.
- O. **Related Products and Services:** The complete range of products and services available from Offeror such as kitchen equipment, software and any other related products or services available from Offeror.

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

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

DELIVERY AND SERVICE:

- A. Offeror shall provide a successful delivery rate of at least 98% of the items ordered. All items shall be delivered in good condition, and at the appropriate temperatures. Frozen goods will be hard frozen, with no evidence of thawing. Chilled goods shall be transported and delivered at a maximum temperature of 45 degrees Fahrenheit. Dry goods will be dry, with the cartons clean and intact.
- B. The maximum timeframe between order of product and delivery is five (5) days.
- C. The Offeror shall provide at a minimum weekly delivery within a specified time delivery window to be mutually negotiated between WCPS and the Offeror. Some larger Participating Public Agencies may require delivery twice a week. Deliveries shall be to school sites, warehouse sites and drop ship sites with adjustments for holidays. Offeror may submit different fee proposals for each type of delivery.
- D. Extra Deliveries: Extra deliveries may be required if Offeror fails to deliver a product on

- order with the regularly scheduled delivery. Upon approval, the Offeror may make the delivery of any late products on the next scheduled delivery. No extra delivery charge will be due or payable for extra trips due to Offeror error nor should extra deliveries affect pricing structures.
- E. WCPS Directors shall be notified of any “out of stock” items by noon on the business day prior to delivery.
 - F. When a substitute item of equal or greater quality is delivered to WCPS, the invoice shall reflect the prices quoted on the bid.
 - G. All deliveries must be accompanied by an itemized voucher and delivery person and food service manager/staff will check merchandise against voucher. Upon request, invoices will be sent in duplicate.
 - H. Upon delivery, each school site will spot check for external and internal damage, cleanliness, defects, spoilage, count, temperature and any other inspections deemed necessary by the Food Service Director/Manager at that site. Each Food Service Director/Manager reserves the right to make final disposition of all damaged materials either on the spot or at a later date.
 - I. Components will appear full and robust, not squashed or misshapen. Ingredients will appear fresh and wholesome, free of off colors, dehydration or faulty assembly. All markings and labeling shall be CLEAR and marked on one panel of the carton. Marking material shall be water fast, non-smearing and of a color contrasting to the carton.
 - J. WCPS will not accept product more than ninety days from date of production.
 - K. All regular deliveries shall have adequate vehicles such as dual compartment trucks for combined deliveries of equipment, dry items, groceries, refrigerated items and frozen items.
 - L. All school districts in Maryland are Drug Free School Zones. All Offeror delivery staff is required to observe drug, alcohol and tobacco usage while making deliveries on school property.
 - M. All orders are expected to be delivered complete as specified. Delay of deliveries and/or incomplete orders may be cause for termination of award. If the Offeror cannot deliver an item that has been ordered, the Offeror shall purchase the item from another source and deliver it to WCPS, without additional cost, by the time specified by WCPS.
 - N. Additional fees may be imposed due to the following: Requiring Overtime for school district staff for deliveries that arrive after normal receiving hours (to be determined with each school site) or violating city and county ordinances regarding Idling Regulations (maximum idling time of five (5) minutes – see www.mde.state.md.us).

TERM: This specification shall fall into the following category: a “blanket” or “supply” purchase of an essential quantity over the contract term. A guaranteed minimum purchase quantity is not specified. WCPS is not obligated to actually purchase the items or reimburse any vendor in the event blanket purchase order releases are not issued. The specification is designed

to govern the purchase of products primarily for normally anticipated needs. No award made under this specification shall prevent WCPS from calling for bids on items identical or similar to those covered herein, when said call for bids shall reflect abnormal quantities, delivery sites, or alternate delivery schedule required for a specific project. Purchase of products specified herein is dependent upon availability of funds.

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

QUALITY:

- A. All products shall meet or exceed the requirements of USDA Grade A specifications. WCPS may require documentation from the packer that all products meet Grade A specifications.
- B. In the event questions arise concerning the acceptable quality of an item offered or delivered, WCPS will make the final decision as to acceptability of the product. If the WCPS rejects a brand of an item, WCPS will specify one or two acceptable brands and request documentation of delivered cost on those brands. For these items, no rebate or deviated pricing on that item will be considered in the bid award after bids have been opened.

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

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

COMPLIANCE:

- A. Offerors must be registered with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188).
- B. All products must be packed under continuous USDA inspection where applicable. All Offerors must be HACCP (Hazard Analysis and Critical Control Program) certified and shall provide documentation of that program immediately (within 1 week) if requested. All packaging must be approved by the USDA and the Food and Drug Administration for contact with food and conform to USDA labeling requirements.
- C. All items must conform to the standards published in the USDA Food-Buying Guide for the School Lunch Program. All meats must be USDA inspected.
- D. All applicable laws shall be deemed to be part of these specifications and shall be read and enforced as though they were included.

- E. BUY AMERICAN: Every effort must be made to comply with the “Buy American” mandate: All domestic commodities or food products for use in the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and/or the Afterschool Snack Program (ASP) should be processed in the United States using domestic agricultural commodities where over 51% of the processed food and/or food products come from American produced products.
- F. Offerors must have active knowledge with the Green Seal Program, involving sustainable food; energy management and conservation; water consumption and management, air quality, waste reduction and management, cleaning and landscape management and overall company responsibility.

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

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

- A. Fixed fee per case is the only acceptable method of pricing of delivery/handling under the bid. Cost plus percentage fee proposals are prohibited. Fixed fee per case shall be consistent for Exhibit 2, Market Basket Pricing as well as Offeror’s entire offering it proposes for consideration. The fixed fee per case shall be included as a part of the cost for Exhibit 2, Market Basket Pricing. Fee structures shall remain fixed and firm throughout the term of the contract.
- B. The Offeror shall provide a fixed fee per case in a dollars and cents format to two (2) decimal points, for example, \$1.19. The fee quoted shall include all costs, delivery and profit. No additional charges will be accepted.
- C. The fee for broken cases shall be prorated based on the number of units ordered from the full case. Offeror shall describe which, if not all, products it accepts for sale as a broken case.
- D. All prices quoted shall be F.O.B. destination to WCPS or the Participating Public Agency.
- E. Unit Prices/No Bid: Unit prices shall be provided by the Offeror on Exhibit 2, Market Basket Pricing Form when required. The Offeror shall enter “No Proposal” for each item

where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

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

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

SAMPLES:

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

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

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

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

Offeror's must accept electronic Purchase Orders to interface with Offeror's software and/or website.

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

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

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

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

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

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

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

SECTION 3: PROPOSAL INSTRUCTIONS-GENERAL

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

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

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

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

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

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

CONFIDENTIALITY Bidders should give specific attention to the identification of those

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

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

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

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

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

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

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

INVESTIGATION OF OFFEROR The WCPS reserves the right to request additional information which, in the Supervisor of Purchasing's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform this project according to the requirements. The WCPS may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Purchasing Department all requested information and data. The Supervisor of Purchasing reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the WCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete all aspects of the project in the time and manner required.

PRICE ADJUSTMENT WCPS shall pay to contractor as full and complete consideration for the provision and delivery of products hereunder the sum of the delivery fee per case and the product costs per case. A minimum order of \$50.00 per location is applicable. The delivery fee shall remain firm and fixed for the contract period ending May 31, 2017 (approximately three years.) A one-time price adjustment to the fixed delivery fee will be considered if requested at least ninety (90) days in advance of either renewal period. Price escalation will be permitted if justified based upon an independent market indicator and detailed data is provided to the Purchasing Official.

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

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

SECTION 4: PROPOSAL INSTRUCTIONS – SPECIAL

DELIVERY REQUIREMENTS

Attention: Lisa Freeman, Supervisor of Purchasing

Address: Washington County Public Schools

PO Box 730

10435 Downsville Pike

Hagerstown, MD 21740

Due Date: April 1, 2014

Due Time: 4:00 pm Local Time

Two (2) original hard copies and twelve (12) electronic copies on CDs or thumb drives of all proposal material

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

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

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

TECHNICAL PROPOSAL:

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

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

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

The letter will indicate the principal or officer of the Offeror organization who will be WCPS’s primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of services and

solutions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. An unsigned proposal or one signed by an individual unauthorized to bind the Offeror may be rejected.

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

Tab C – OFFEROR PROFILE: The Offeror must provide a profile of its organization and all other companies who will be providing services through a dealer, distribution or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- Name of firm submitting proposal
- Main office address, telephone number, fax number
- Primary contact email address and website address
- If a corporation, when and where incorporated
- List any dba's
- Number of years in business
- Total number of employees

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

Tab E – REFERENCES (Exhibit 3):

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

Tab F – SUPPLIER INFORMATION:

- a. Supplier Qualifications (Ref. pages 49-53) Offeror must include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Completed and signed Supplier Worksheet for National Program Consideration. Supplier Worksheet for National Program Consideration (Ref. page 55).
- c. Supplier Information (Ref. pages 58-62).

Tab G – CERTIFICATE OF INSURANCE

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

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

Tab J– ADDITIONAL REQUIRED FORMS AND SIGNED ADDENDA:

- a. Certification of Compliance
- b. Bidders Affidavit
- c. Contract Addendum
- d. Certification of Independent Price Determination
- e. Certification Regarding Debarment
- f. Certification Regarding Lobbying
- g. Clean Air and Water Certification
- h. Submit initialed and/or signed Addenda (if applicable).

PRICE PROPOSAL:

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

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

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

- a. For Local proposals, Offeror shall state its pricing is local and shall provide pricing specific to WCPS.
- b. For Regional proposals, Offeror shall clearly state the geographic locations for which it is proposing regional pricing and include a map which shows the geographic locations. Offeror may add columns to Exhibit 2, Market Basket Proposal for multiple geographic regions and label pricing according to geographic region.
- c. For National proposals, Offeror shall state that proposed pricing is national pricing. Products may be priced by region, zone or other categorization to provide Participating Public Agencies with the most advantageous cost for their geographic locations. Offeror may add columns to Exhibit 2, Market Basket Proposal to provide pricing by region, zone or other categorization.

Tab B – Completed EXHIBIT 1, PRICE PROPOSAL SHEET

Tab C - Completed EXHIBIT 2, MARKET BASKET PRICING SHEET

Tab D – Provide Pricing for any K-12 Food Related Products and Services.

SECTION 5: CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

The parties agree that confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality notices appearing in the original. Upon termination or cancellation of this Contract or any license

granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

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

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

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

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

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

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

NON-CONFLICT OF INTEREST It is unlawful for any officer, employee or agent of the Washington County Public Schools to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest; or to which any firm, corporation, association, or other organization in which he/she has a financial interest; or in which he/she is serving as an officer, director, trustee, partner, or employee; or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment; is a party, unless such officer, employee, or agent has previously complied with the provisions of Maryland Annotated Code, Article 40A, SS1-101 et. seq. The successful bidder agrees that during the term of the Contract and for twenty-four (24) months following the exit conference, the successful bidder, its employees, agents and

representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of the WCPS.

SUBCONTRACTS Bidders are required to disclose in the bid proposal the name of any subcontractor they intend to employ in performance of this project. The contractor shall remain responsible and fully liable for any/all work completed by their subcontractor(s.) The WCPS will, throughout the life of this Agreement, have the right of reasonable rejection and prior approval of staff or subcontractors assigned to the project. If the WCPS reasonably rejects the staff or subcontractor, the Contractor must provide replacement staff or subcontractor satisfactory to the WCPS in a timely manner and at no additional cost to WCPS. The day-to-day supervision and control of the Contractor's employees or agents shall be the sole responsibility of the Contractor.

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

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

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

DEFECTS/PRODUCT RECALLS WCPS considers the safety and welfare of all persons, and the preservation of property, paramount in the conduct of business. All suppliers must follow FDA's food security guidance, "Food Producers, Processors, and Transporters: Food Security Preventative Measures Guidance" available at <http://www.fda.gov/food/guidanceregulation/guidancedocumentsregulatoryinformation/fooddefense/ucm083075.htm> or most current version thereof.

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

The commercial general liability insurance policy provided hereunder must not contain specific language to exclude consequential damages from a covered occurrence.

INSURANCE REQUIREMENTS The Contractor shall purchase and maintain such insurance as will protect him, and the BOARD OF EDUCATION OF WASHINGTON COUNTY from claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by himself or by any subcontractor, lower tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.

Coverage Required:

Worker's Compensation:

1. State
2. Employer's Liability

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective products and Completed Operations; Board Form Property Damage);

1. Bodily Injury:
\$1,000,000.00 - Each occurrence
\$1,000,000.00 - Aggregate, Products and Completed Operations
2. Property Damage:
\$1,000,000.00 - Each occurrence
\$1,000,000.00 - Aggregate

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

Contractual Liability (Hold Harmless Coverage):

1. Bodily Injury:
\$1,000,000.00 - Each occurrence
2. Property Damage:
\$1,000,000.00 - Each occurrence
\$1,000,000.00 - Aggregate

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

Comprehensive Automobile Liability (Owned, non-owned, hired)

1. Bodily Injury:
\$ 500,000.00 - each person
\$2,000,000.00 - each occurrence
2. Property Damage:
\$1,000,000.00 - each occurrence

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

This requested certificate of insurance will name the BOARD OF EDUCATION OF WASHINGTON COUNTY as an additionally insured party for general liability, automobile and workers' compensation.

OCCUPIED BUILDINGS Work under this resultant contract may take place while schools are occupied by students and staff. Employees and agents of contractor shall conduct themselves in a professional manner while on the premises. Any such person found to disregard the nature of the school system's surroundings shall be removed from the premises.

WARRANTIES AND REPRESENTATIONS

The contractor represents and warrants to WCPS that:

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

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

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

TOBACCO FREE AND ALCOHOL FREE ENVIRONMENT WCPS maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school building at all times., Persons found violating this policy will be requested to remove the product and themselves from school premises.

Immigration Reform and Control Act of 1986 The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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

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

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

A person who violates this law is guilty of a misdemeanor and or conviction is subject to imprisonment not exceeding five (5) years or fine not exceeding \$5,000 or both. In the event you assign an individual to work at a WCPS school and a claim or lawsuit is asserted against WCPS or any of its employees or agents as a result of such act or omission, you must indemnify and hold harmless WCPS and its employees and agents from any and all losses, expenses, litigation expenses, attorney's fees, court costs, settlements, judgments or the like.

SECTION 6: CRITERIA FOR SELECTION

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

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

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

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

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

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

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

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

Technical proposals will be opened first and reviewed for basic responsiveness and compliance with the RFP by WCPS. Any Proposals that are egregiously inadequate or incomplete or clearly below the bounds of reasonable standard of care will be considered non-responsive, rejected, and dropped from further consideration. Price Proposals will then be opened by the Purchasing Supervisor and checked to confirm that the forms are included and filled out, i.e. that they are basically responsive.

The Technical Proposal and Price Proposals will be scored separately and each score will be combined into a Total Score for each Proposal. WCPS has established the following relative weights for the Technical Proposal and Price Proposal.

- Technical Proposal 60%
 - Price Proposal 40%
- 100%

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

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

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

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

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

SECTION 7 –FORMS

CERTIFICATION OF COMPLIANCE

BIDDERS AFFIDAVIT

CONTRACT ADDENDUM

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING LOBBYING

CLEAN AIR AND WATER CERTIFICATION

CERTIFICATION OF COMPLIANCE

Company Name

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

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

Signature and Date

BIDDERS AFFIDAVIT

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

A. AUTHORITY I HEREBY AFFIRM THAT: I (print name)

_____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION The undersigned bidders hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidders has considered all proposals submitted from qualified, potential subcontractors and supplies, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s supplier’s or commercial customer’s employees or owners.

“Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidders on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidders herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidders discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description, and a description of the status or resolution of that determination, including any remedial action taken. Bidders agree to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. B-1 Certification Regarding Minority Business Enterprises. The undersigned bidders hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308 (a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and: Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal; Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal; Fail to use the certified minority business enterprise in the performance of the contract; or Pay the certified minority business enterprise solely for the use of its name in the bid or proposal. Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidders on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contend ere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or

imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and D (1)-(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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

name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

**F. AFFIRMATION REGARDING
DEBARMENT OF RELATED ENTITIES I
FURTHER AFFIRM THAT:**

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

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

H. AFFIRMATION REGARDING COLLUSION I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. CERTIFICATION OF TAX PAYMENT
I FURTHER AFFIRM THAT:**

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

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

K. ACKNOWLEDGEMENT I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland ;(3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having

jurisdiction, the exercise of any statutory right or remedy conferred by the constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract. I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. Date: _____ By:

(Print name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

CONTRACT ADDENDUM

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

A. AUTHORITY

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

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION I FURTHER AFFIRM THAT:

The business named above is a (check applicable items): Corporation ___domestic ___or foreign Limited Liability Company ___domestic ___or foreign Partnership ___domestic ___or foreign Statutory Trust ___domestic ___or foreign Sole Proprietorship_____

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with State Department of Assessments and Taxation is: Name and Department ID Number_____

Address:_____

_____ and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number:_____

Address:_____

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION I FUTURE AFFIRM THAT: I am aware of, and the above business will comply with, Election Law Article §§14-101-14-108, Annotated Code of

Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE (Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.) I CERTIFY THAT:

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

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

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of the prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug abuse and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance on the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

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

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

Date: _____

By: _____

_____ (Printed name
of Authorized Representative and
Affiant)

(Signature of Authorized Representative and Affiant)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

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

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

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

Company’s Authorized Representative
(Printed Name)

Date

Company’s Authorized Representative
(Signature)

Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
Federal Form AD-1048**

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

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

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

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

Organization Name

Award Number or Project Name

Name(s) and Titles(s) of Authorized Representatives(s)

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS) at <http://epls.arnet.gov/>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

**NOTICE TO OFFERORS – CERTIFICATION/DISCLOSURE REQUIREMENTS
RELATED TO LOBBYING**

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

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

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

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan;
- You are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and
- You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, **Federal Register** (pages 6736-6746).

**CERTIFICATION REGARDING LOBBYING
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

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

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

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

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

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

CLEAN AIR AND WATER CERTIFICATE

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

Name of Vendor: _____

THE VENDOR AGREES AS FOLLOWS

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

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

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

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

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

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

Signature of Vendor

Title

Date

SECTION 7: U.S. COMMUNITIES

U.S. COMMUNITIES

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

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

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

Participating Public Agencies

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

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

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

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

Estimated Volume

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

Marketing Support

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

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail,

national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.

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

Marketplace

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

Multiple Awards

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

Evaluation of Proposals

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

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

SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully

supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to

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

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

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

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

- (A) A dedicated U.S. Communities internet web-based homepage containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

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

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

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

U.S. Communities Administration Agreement

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

The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

SUPPLIER WORKSHEET FOR REGIONAL AND NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies.
YES ___ NO ___

- B. Does your company have a sales force, dealer network or distributor with the ability to call on Participating Public Agencies?
YES ___ NO ___

- C. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES ___ NO ___

- D. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES ___ NO ___

- E. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES ___ NO ___

- F. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES ___ NO ___

- G. Will your company commit to the following program implementation schedule?
YES ___ NO ___

- H. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES ___ NO ___

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

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

Initiate contact with Advisory Board (AB) members	Four Weeks
11. Marketing	Six Weeks
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	

SUPPLIER INFORMATION

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

Company

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

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2011, 2012 and 2013 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2011, 2012, AND 2013			
Segment	2011 Sales	2012 Sales	2013 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

6. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
7. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under this Contract.
8. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
9. Provide a list with contact information of your company's ten largest public agency customers, excluding federal. U.S. Communities Advisory Board Members are to be excluded from the list provided.
10. Provide a list with contact information of any public agency contracts lost within the last year due to performance issues, excluding federal.

Distribution

1. Describe your company's experience with multi-unit customers during the past five years, including any experience with school districts and/or school district buying groups.
2. Describe how your company proposes to distribute the Products regionally or nationwide.
3. Describe your company's capacity (frozen, chilled, dry) to handle contract volume.
4. Provide the number, size and location of your company's distribution facilities, warehouses and branches as applicable.
5. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
6. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
7. Provide the number of delivery trucks your company has currently in operation. Include the average age of your fleet and whether fleet is leased or owned. Provide the number of compartments the trucks have (frozen, chilled, dry).
8. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
9. Please describe your company's position on fuel surcharges.
10. Please describe how your organization will handle a Participating Public Agency that already has a manufacturer agreement in place.
11. Please describe how your company will handle special order products, Holiday items, etc.

Marketing

1. Outline your company's plan for marketing the Products to K-12 schools and any other applicable State and local government agencies regionally or nationwide.
2. Explain how your company will educate its regional or national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management along with key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products and Services to be provided by the major product category set forth in Section 2 of the RFP. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Describe your backorder policy in detail.
3. State your fill rate for products, if less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. Describe your company's capabilities with "FRESH" product categories: Produce, Dairy, Meat and Seafood. Is your company aligned with local produced sources?
5. Describe your company's capabilities in the areas of non-food items: Paper and Disposables, Equipment, Smallwares, Chemicals, etc.
6. Please list the top fifteen food vendors that you purchase from as a normal course of your broad line distribution. Please describe if/how you could possibly assist Participating Public Agencies in obtaining additional values from these manufacturers (as well as others) based upon consolidation efforts with regards to Participating Public Agencies purchasing.
7. Please describe the beverage dispensing services available at your organization. What vendors are you aligned with? Who provides maintenance? Are there any additional costs to customers for these services? Please provide details of costs in your Cost Proposal.
8. Please describe your capability to provide nutritional information on all food products in an electronic and searchable format.

9. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

Quality

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Provide facility inspection reports for the past 12 months.
5. Provide OSHA inspection reports for the past 12 months.

Administration

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information.
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Financial Statements

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

Regional/National Staffing Plan

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

Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.
2. Describe your company's process for defining green products or sustainable processes.
3. Is your company aligned with local produce sources that focus on organic and sustainable products?

Additional Information

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

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and

indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the

U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and by providing online tools to Supplier's sales force.

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The

following options are available to Supplier when responding to a Public Agency solicitation:

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

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

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

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

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

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

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

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

was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

- (A) A dedicated U.S. Communities internet web-based homepage containing:
- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated

hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

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

Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

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

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

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

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

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

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

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

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report

- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

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

ARTICLE VI

MISCELLANEOUS

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

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

6.3 Assignment.

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

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

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

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

Attn: U.S. Communities Program Manager

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

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

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

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

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

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ATTACHMENT A

MASTER AGREEMENT

(Washington County Public Schools contract to be attached at time of award.)

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

STATE NOTICE ADDENDUM

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI	Hilo
	Holualoa
Account Type: HI Counties, Cities, Colleges	Honaunau
	Honokaa
Hawaii County	Honolulu
Honolulu County	Honomu
Kauai County	Hoolehua
Maui County	Kaaawa
Kalawao County	Kahuku
Aiea	Kahului
Anahola	Kailua
Barbers Point N A S	Kailua Kona
Camp H M Smith	Kalaheo
Captain Cook	Kalaupapa
Eleele	Kamuela
Ewa Beach	Kaneohe
Fort Shafter	Kapaa
Haiku	Kapaau
Hakalau	Kapolei
Haleiwa	Kaumakani
Hana	Kaunakakai
Hanalei	Kawela Bay
Hanamaulu	Keaau
Hanapepe	Kealakekua
Hauula	Kealia
Hawaii National Park	Keauhou
Hawaiian Ocean View	Kekaha
Hawi	Kihei
Hickam AFB	Kilauea

Koloa	Pukalani
Kualapuu	Puunene
Kula	Schofield Barracks
Kunia	Tripler Army Medical Center
Kurtistown	Volvano
Lahaina	Wahiawa
Laie	Waialua
Lanai City	Waianae
Laupahoehoe	Waikoloa
Lawai	Wailuku
Lihue	Waimanalo
M C B H Kaneohe Bay	Waimea
Makawao	Waipahu
Makaweli	Wake Island
Maunaloa	Wheeler Army Airfield
Mililani	Brigham Young University - Hawaii
Mountain View	Chaminade University of Honolulu
Naalehu	Hawaii Business College
Ninole	Hawaii Pacific University
Ocean View	Hawaii Technology Institute
Ookala	Heald College - Honolulu
Paauhau	Remington College - Honolulu Campus
Paauilo	University of Phoenix - Hawaii Campus
Pahala	Hawaii Community College
Pahoa	Honolulu Community College
Paia	Kapiolani Community College
Papaaloa	Kauai Community College
Papaikou	Leeward Community College
Pearl City	Maui Community College
Pearl Harbor	University of Hawaii at Hilo
Pepeekeo	University of Hawaii at Manoa
Princeville	Windward Community College

State: HI**Account Type: K-12 (13 records)**

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

Account Type: County (3 records)

BOARD OF WATER SUPPLY
 MAUI COUNTY COUNCIL
 Honolulu Fire Department

Account Type: Non-Profit (61 records)

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

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

Account Type: College and University (7 records)

ARGOSY UNIVERSITY
 HAWAII PACIFIC UNIVERSITY
 UNIVERSITY OF HAWAII AT MANOA
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 University Clinical Research and Association
 CHAMINADE UNIVERSITY OF HONOLULU

Account Type: Other (4 records)

Hawaii Information Consortium
 TURTLE BAY RESORT GOLF CLUB
 Leeward Community Church
 Queen Emma Gardens AOA

Account Type: City (1 record)

COUNTY OF MAUI

Account Type: Community College (2 records)

Honolulu Community College
 COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (11 records)

DOT Airports Division Hilo International Airport
 Judiciary - State of Hawaii
 STATE OF HAWAII, DEPT. OF EDUCATION
 ADMIN. SERVICES OFFICE
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII HEALTH SYSTEMS CORPORATION
 HAWAII AGRICULTURE RESEARCH CENTER
 STATE OF HAWAII
 Third Judicial Circuit - State of Hawaii

Account Type: Consolidated City/County (1 record)

CITY AND COUNTY OF HONOLULU

Account Type: Federal (2 records)

US Navy
 Defense Information System Agency

State: OR

Account Type: K-12 (197 records)

VALLEY CATHOLIC SCHL
 Bethel School District #52
 St. Therese Parish/School
 Portland YouthBuilders
 Wallowa County ESD
 Fern Ridge School District 28J
 MOLALLA RIVER ACADEMY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 SOUTHWEST CHARTER SCHOOL
 WHITEAKER MONTESSORI SCHOOL
 CASCADES ACADEMY OF CENTRAL OREGON
 NEAH-KAH-NIE DISTRICT NO.56
 INTER MOUNTAIN ESD
 STANFIELD SCHOOL DISTRICT
 LA GRANDE SCHOOL DISTRICT
 CASCADE SCHOOL DISTRICT
 DUFUR SCHOOL DISTRICT NO.29
 hillsboro school district
 GASTON SCHOOL DISTRICT 511J
 BEAVERTON SCHOOL DISTRICT
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 WILLAMINA SCHOOL DISTRICT
 MCMINNVILLE SCHOOL DISTRICT NO.40
 Sheridan School District 48J
 THE CATLIN GABEL SCHOOL
 NORTH WASCO CTY SCHOOL DISTRICT 21 -
 CHENOWITH
 CENTRAL CATHOLIC HIGH SCHOOL
 CANYONVILLE CHRISTIAN ACADEMY
 GEN CONF OF SDA CHURCH WESTERN OR
 PORTLAND ADVENTIST ACADEMY
 OUR LADY OF THE LAKE SCHOOL
 NYSSA SCHOOL DISTRICT NO. 26
 ARLINGTON SCHOOL DISTRICT NO. 3
 LIVINGSTONE ADVENTIST ACADEMY
 Santiam Canyon SD 129J
 WEST HILLS COMMUNITY CHURCH
 BANKS SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 HARNEY EDUCATION SERVICE DISTRICT
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SILVER FALLS SCHOOL DISTRICT

St Helens School District
 DAYTON SCHOOL DISTRICT NO.8
 Amity School District 4-J
 SCAPPOOSE SCHOOL DISTRICT 1J
 REEDSPORT SCHOOL DISTRICT
 FOREST GROVE SCHOOL DISTRICT
 DAVID DOUGLAS SCHOOL DISTRICT
 LOWELL SCHOOL DISTRICT NO.71
 TIGARD-TUALATIN SCHOOL DISTRICT
 SHERWOOD SCHOOL DISTRICT 88J
 RAINIER SCHOOL DISTRICT
 NORTH CLACKAMAS SCHOOL DISTRICT
 MONROE SCHOOL DISTRICT NO.1J
 CHILDPEACE MONTESSORI
 HEAD START OF LANE COUNTY
 HARNEY COUNTY SCHOOL DIST. NO.3
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
 LEBANON COMMUNITY SCHOOLS NO.9
 MT.SCOTT LEARNING CENTERS
 SEVEN PEAKS SCHOOL
 DE LA SALLE N CATHOLIC HS
 MULTISENSORY LEARNING ACADEMY
 MITCH CHARTER SCHOOL
 REALMS CHARTER SCHOOL
 BAKER SCHOOL DISTRICT 5-J
 PHILOMATH SCHOOL DISTRICT
 CLACKAMAS EDUCATION SERVICE DISTRICT
 CANBY SCHOOL DISTRICT
 OREGON TRAIL SCHOOL DISTRICT NO.46
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 MOLALLA RIVER SCHOOL DISTRICT NO.35
 ESTACADA SCHOOL DISTRICT NO.108
 GLADSTONE SCHOOL DISTRICT
 ASTORIA SCHOOL DISTRICT 1C
 SEASIDE SCHOOL DISTRICT 10
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 VERNONIA SCHOOL DISTRICT 47J
 SOUTH COAST EDUCATION SERVICE DISTRICT
 COOS BAY SCHOOL DISTRICT NO.9
 COOS BAY SCHOOL DISTRICT
 NORTH BEND SCHOOL DISTRICT 13
 COQUILLE SCHOOL DISTRICT 8
 MYRTLE POINT SCHOOL DISTRICT NO.41
 BANDON SCHOOL DISTRICT
 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
 REDMOND SCHOOL DISTRICT
 DESCHUTES COUNTY SD NO.6 - SISTERS SD
 DOUGLAS EDUCATION SERVICE DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 GLIDE SCHOOL DISTRICT NO.12
 SOUTH UMPQUA SCHOOL DISTRICT #19
 YONCALLA SCHOOL DISTRICT NO.32
 ELKTON SCHOOL DISTRICT NO.34
 DOUGLAS COUNTY SCHOOL DISTRICT 116
 HOOD RIVER COUNTY SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NO.4
 CENTRAL POINT SCHOOL DISTRICT NO. 6
 JACKSON CO SCHOOL DIST NO.9
 ROGUE RIVER SCHOOL DISTRICT NO.35
 MEDFORD SCHOOL DISTRICT 549C
 CULVER SCHOOL DISTRICT NO.
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 GRANTS PASS SCHOOL DISTRICT 7
 LOST RIVER JR/SR HIGH SCHOOL
 KLAMATH FALLS CITY SCHOOLS
 LANE COUNTY SCHOOL DISTRICT 4J
 SPRINGFIELD SCHOOL DISTRICT NO.19
 CRESWELL SCHOOL DISTRICT
 SOUTH LANE SCHOOL DISTRICT 45J3
 LANE COUNTY SCHOOL DISTRICT 69
 SIUSLAW SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 LINN CO. SCHOOL DIST. 95C - SCIO SD
 ONTARIO MIDDLE SCHOOL
 GERVAIS SCHOOL DIST. #1
 NORTH SANTIAM SCHOOL DISTRICT 29J
 JEFFERSON SCHOOL DISTRICT
 SALEM-KEIZER PUBLIC SCHOOLS
 MT. ANGEL SCHOOL DISTRICT NO.91
 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
 MORROW COUNTY SCHOOL DISTRICT
 MULTNOMAH EDUCATION SERVICE DISTRICT
 GRESHAM-BARLOW SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO. 2
 CENTRAL SCHOOL DISTRICT 13J
 St. Mary Catholic School
 CROSSROADS CHRISTIAN SCHOOL

ST. ANTHONY SCHOOL
 HERITAGE CHRISTIAN SCHOOL
 BEND-LA PINE SCHOOL DISTRICT
 GLENDALE SCHOOL DISTRICT
 LINCOLN COUNTY SCHOOL DISTRICT
 PORTLAND PUBLIC SCHOOLS
 REYNOLDS SCHOOL DISTRICT
 CENTENNIAL SCHOOL DISTRICT
 NOBEL LEARNING COMMUNITIES
 St. Stephen's Academy
 Salem-Keizer 24J
 McKay High School
 Pine Eagle Charter School
 Waldo Middle School
 hermiston school district
 Clear Creek Middle School
 Marist High School
 Victory Academy
 Vale School District No. 84
 St. Mary School
 Junction City High School
 Three Rivers School District
 Pedee School
 Fern Ridge School District
 Ppmc Education Committee
 JESUIT HIGH SCHL EXEC OFC
 LASALLE HIGH SCHOOL
 Southwest Christian School
 Stayton Christian School
 Willamette Christian School
 Westside Christian High School
 CS LEWIS ACADEMY
 Portland America School
 Forest Hills Lutheran School
 Sunrise Preschool
 Mosier Community School
 Koreducators Lep High
 Warrenton Hammond School District
 Sutherlin School District
 Malheur Elementary School District
 Ontario School District
 Parkrose School District 3
 Riverdale School District 51J
 Tillamook School District
 Trinity Lutheran Church and School

Siletz Valley School
 Madeleine School
 South Columbia Family School
 Helix School District
 Corvallis School District 509J
 Falls City School District #57
 Portland Christian Schools
 Muddy Creek Charter School
 Yamhill Carlton School District
 ABIQUA SCHL
 Imbler School District #11
 monument school
 St. Paul School District
 L'Etoiile French Immersion School
 Marist Catholic High School
 Ukiah School District 80R
 North Powder Charter School
 French American School
 Mastery Learning Institute
 North Lake School District 14

Account Type: County (44 records)

GILLIAM COUNTY OREGON
 HOUSING AUTHORITY OF CLACKAMAS COUNTY
 UMATILLA COUNTY, OREGON
 MULTNOMAH LAW LIBRARY
 clackamas county
 CLATSOP COUNTY
 COLUMBIA COUNTY, OREGON
 coos county
 CROOK COUNTY ROAD DEPARTMENT
 CURRY COUNTY OREGON
 DESCHUTES COUNTY
 GILLIAM COUNTY
 GRANT COUNTY, OREGON
 HARNEY COUNTY SHERIFFS OFFICE
 HOOD RIVER COUNTY
 jackson county
 josephine county
 klamath county
 LANE COUNTY
 LINN COUNTY
 MARION COUNTY , SALEM, OREGON
 MULTNOMAH COUNTY
 SHERMAN COUNTY

WASCO COUNTY
 YAMHILL COUNTY
 WALLOWA COUNTY
 ASSOCIATION OF OREGON COUNTIES
 NAMI LANE COUNTY
 BENTON COUNTY
 DOUGLAS COUNTY
 JEFFERSON COUNTY
 LAKE COUNTY
 LINCOLN COUNTY
 POLK COUNTY
 UNION COUNTY
 WASHINGTON COUNTY
 MORROW COUNTY
 NORCOR Juvenile Detention
 Tillamook County Estuary
 Job Council
 Mckenzie Personnel Services
 Columbia Basin Care Facility
 BAKER CNTY GOVT
 TILLAMOOK CNTY

Account Type: Non-Profit (456 records)

Mt Emily Safe Center
 Salem First Presbyterian Church
 Rolling Hills Baptist Church
 Baker Elks
 Gates Community Church of Christ
 PIP Corps LLC
 Turtle Ridge Wildlife Center
 Grande Ronde Model Watershed Foundation
 Western Environmental Law Center
 Mercy Flights, Inc.
 HHoly Trinity Greek Orthodox Cathedral
 MECOP Inc.
 Beaverton Christians Church
 Oregon Humanities
 St. Pius X School
 Community Connection of Northeast Oregon, Inc.
 Living Opportunities, Inc.
 Coos Art Museum
 OETC
 Blanchet House of Hospitality
 Merchants Exchange of Portland, Oregon
 Coalition for a Livable Future

Central Oregon Visitors Association
 Soroptimist International of Gold Beach, OR
 Real Life Christian Church
 Delphian School
 AVON
 Human Solutions, Inc.
 The Wallace Medical Concern
 Boys & Girls Club of Salem, Marion & Polk Counties
 The Ross Ragland Theater and Cultural Center
 Cascade Health Solutions
 Umpqua Community Health Center
 ALZHEIMERS NETWORK OF OREGON
 NATIONAL WILD TURKEY FEDERATION
 TILLAMOOK ESTUARIES PARTNERSHIP
 LIFEWORKS NW
 COLLEGE HOUSING NORTHWEST
 PARALYZED VETERANS OF AMERICA
 Independent Development Enterprise Alliance
 MID-WILLAMETTE VALLEY COMMUNITY ACTION
 AGENCY, INC
 HALFWAY HOUSE SERVICES, INC.
 REDMOND PROFICIENCY ACADEMY
 OHSU FOUNDATION
 SHELTERCARE
 PRINGLE CREEK SUSTAINABLE LIVING CENTER
 PACIFIC INSTITUTES FOR RESEARCH
 Mental Health for Children, Inc.
 The Dreaming Zebra Foundation
 LAUREL HILL CENTER
 THE OREGON COMMUNITY FOUNDATION
 OCHIN
 WE CARE OREGON
 SE WORKS
 ENTERPRISE FOR EMPLOYMENT AND EDUCATION
 OMNIMEDIX INSTITUTE
 PORTLAND BUSINESS ALLIANCE
 GATEWAY TO COLLEGE NATIONAL NETWORK
 FOUNDATIONS FOR A BETTER OREGON
 GOAL ONE COALITION
 ATHENA LIBRARY FRIENDS ASSOCIATION
 Coastal Family Health Center
 CENTER FOR COMMUNITY CHANGE
 STAND FOR CHILDREN
 ST. VINCENT DEPAUL OF LANE COUNTY
 EAST SIDE FOURSQUARE CHURCH

CORVALLIS MOUNTAIN RESCUE UNIT
 InventSuccess
 SHERIDAN JAPANESE SCHOOL FOUNDATION
 MOSAIC CHURCH
 HOUSING AUTHORITY OF LINCOLN COUNTY
 RENEWABLE NORTHWEST PROJECT
 INTERNATIONAL SUSTAINABLE DEVELOPMENT
 FOUNDATION
 CONSERVATION BIOLOGY INSTITUTE
 THE NATIONAL ASSOCIATION OF CREDIT
 MANAGEMENT-OREGON, INC.
 BLACHLY LANE ELECTRIC COOPERATIVE
 MORNING STAR MISSIONARY BAPTIST CHURCH
 NORTHWEST FOOD PROCESSORS ASSOCIATION
 INDEPENDENT INSURANCE AGENTS AND BROKERS
 OF OREGON
 OREGON EDUCATION ASSOCIATION
 HEARING AND SPEECH INSTITUTE INC
 SALEM ELECTRIC
 MORRISON CHILD AND FAMILY SERVICES
 JUNIOR ACHIEVEMENT
 CENTRAL BIBLE CHURCH
 MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
 TRILLIUM FAMILY SERVICES, INC.
 YWCA SALEM
 PORTLAND ART MUSEUM
 SAINT JAMES CATHOLIC CHURCH
 SOUTHERN OREGON HUMANE SOCIETY
 VOLUNTEERS OF AMERICA OREGON
 CENTRAL DOUGLAS COUNTY FAMILY YMCA
 METROPOLITAN FAMILY SERVICE
 OREGON MUSUEM OF SCIENCE AND INDUSTRY
 FIRST UNITARIAN CHURCH
 ST. ANTHONY CHURCH
 Good Shepherd Medical Center
 Salem Academy
 ST VINCENT DE PAUL
 OUTSIDE IN
 UNITED CEREBRAL PALSY OF OR AND SW WA
 WILLAMETTE VIEW INC.
 PORTLAND HABILITATION CENTER, INC.
 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
 ROSE VILLA, INC.
 NORTHWEST LINE JOINT APPRENTICESHIP &
 TRAINING COMMITTEE
 BOYS AND GIRLS CLUBS OF PORTLAND

METROPOLITAN AREA
 Oregon Research Institute
 WILLAMETTE LUTHERAN HOMES, INC
 LANE MEMORIAL BLOOD BANK
 PORTLAND JEWISH ACADEMY
 LANECO FEDERAL CREDIT UNION
 GRANT PARK CHURCH
 ST. MARYS OF MEDFORD, INC.
 US CONFERENCE OF MENONNITE BRETHREN
 CHURCHES
 FAITHFUL SAVIOR MINISTRIES
 OREGON CITY CHURCH OF THE NAZARENE
 OREGON COAST COMMUNITY ACTION
 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
 COMMUNITY ACTION TEAM, INC.
 EUGENE SYMPHONY ASSOCIATION, INC.
 STAR OF HOPE ACTIVITY CENTER INC.
 SPARC ENTERPRISES
 SOUTHERN OREGON CHILD AND FAMILY COUNCIL,
 INC.
 SALEM ALLIANCE CHURCH
 Lane Council of Governments
 FORD FAMILY FOUNDATION
 TRAILS CLUB
 NEWBERG FRIENDS CHURCH
 WOODBURN AREA CHAMBER OF COMMERCE
 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
 CITY BIBLE CHURCH
 OREGON LIONS SIGHT & HEARING FOUNDATION
 PORTLAND WOMENS CRISIS LINE
 THE SALVATION ARMY - CASCADE DIVISION
 WILLAMETTE FAMILY
 WHITE BIRD CLINIC
 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST
 COUNTIES
 PLANNED PARENTHOOD OF SOUTHWESTERN
 OREGON
 HOUSING NORTHWEST
 OREGON ENVIRONMENTAL COUNCIL
 LOAVES & FISHES CENTERS, INC.
 FAITH CENTER
 Bob Belloni Ranch, Inc.
 GOOD SHEPHERD COMMUNITIES
 SACRED HEART CATHOLIC DAUGHTERS
 HELP NOW! ADVOCACY CENTER
 TENAS ILLAHEE CHILDCARE CENTER

SUNRISE ENTERPRISES
 LOOKING GLASS YOUTH AND FAMILY SERVICES
 SERENITY LANE
 EAST HILL CHURCH
 LA GRANDE UNITED METHODIST CHURCH
 COAST REHABILITATION SERVICES
 Edwards Center Inc
 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
 NEW HOPE COMMUNITY CHURCH
 KLAMATH HOUSING AUTHORITY
 QUADRIPLIGICS UNITED AGAINST DEPENDENCY,
 INC.
 SPONSORS, INC.
 COLUMBIA COMMUNITY MENTAL HEALTH
 ADDICTIONS RECOVERY CENTER, INC
 METRO HOME SAFETY REPAIR PROGRAM
 OREGON SUPPORTED LIVING PROGRAM
 SOUTH COAST HOSPICE, INC.
 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
 The International School
 REBUILDING TOGETHER - PORTLAND INC.
 PENDLETON ACADEMIES
 PACIFIC FISHERY MANAGEMENT COUNCIL
 DOGS FOR THE DEAF, INC.
 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
 EMMAUS CHRISTIAN SCHOOL
 DELIGHT VALLEY CHURCH OF CHRIST
 SAINT CATHERINE OF SIENA CHURCH
 PORT CITY DEVELOPMENT CENTER
 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 CENTRAL CITY CONCERN
 CANBY FOURSQUARE CHURCH
 EMERALD PUD
 VERMONT HILLS FAMILY LIFE CENTER
 BENTON HOSPICE SERVICE
 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN
 EDUCATION
 COMMUNITY CANCER CENTER
 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
 CASCADIA BEHAVIORAL HEALTHCARE
 WILD SALMON CENTER
 BROAD BASE PROGRAMS INC.
 SUNNYSIDE FOURSQUARE CHURCH
 TRAINING EMPLOYMENT CONSORTIUM
 RELEVANT LIFE CHURCH

211INFO
 SONRISE CHURCH
 LIVING WAY FELLOWSHIP
 Women's Safety & Resource Center
 SEXUAL ASSAULT RESOURCE CENTER
 IRCO
 NORTHWEST YOUTH CORPS
 TILLAMOOK CNTY WOMENS CRISIS CENTER
 SECURITY FIRST CHILD DEVELOPMENT CENTER
 CLASSROOM LAW PROJECT
 YOUTH GUIDANCE ASSOC.
 PREGNANCY RESOUCCE CENTERS OF GRETER
 PORTLAND
 ELMIRA CHURCH OF CHRIST
 JASPER MOUNTAIN
 ACUMENTRA HEALTH
 WORKSYSTEMS INC
 COVENANT CHRISTIAN HOOD RIVER
 OREGON DONOR PROGRAM
 NAMI OREGON
 OLIVET BAPTIST CHURCH
 SILVERTON AREA COMMUNITY AID
 CONFEDERATED TRIBES OF GRAND RONDE
 CENTRAL OREGON COMMUNITY ACTION AGENCY
 NETWORK
 CATHOLIC COMMUNITY SERVICES
 NEW AVENUES FOR YOUTH INC
 LA CLINICA DEL CARINO FAMILY HEALTH CARE
 CENTER
 DECISION SCIENCE RESEARCH INSTITUTE, INC.
 WESTERN STATES CENTER
 HIV ALLIANCE, INC
 PARTNERSHIPS IN COMMUNITY LIVING, INC.
 FANCONI ANEMIA RESEARCH FUND INC.
 BLIND ENTERPRISES OF OREGON
 OREGON BALLET THEATRE
 SMART
 All God's Children International
 FARMWORKER HOUISNG DEV CORP
 UMPQUA COMMUNITY DEVELOPMENT
 CORPORATION
 REGIONAL ARTS AND CULTURE COUNCIL
 THE EARLY EDUCATION PROGRAM, INC.
 MACDONALD CENTER
 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL
 KING.

SELF ENHANCEMENT INC.
 FRIENDS OF THE CHILDREN
 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
 COMMUNITY VETERINARY CENTER
 PORTLAND SCHOOLS FOUNDATION
 SUSTAINABLE NORTHWEST
 OREGON DEATH WITH DIGNITY
 BIRCH COMMUNITY SERVICES, INC.
 BAY AREA FIRST STEP, INC.
 OSLC COMMUNITY PROGRAMS
 EN AVANT, INC.
 ASHLAND COMMUNITY HOSPITAL
 NORTHWEST ENERGY EFFICIENCY ALLIANCE
 BONNEVILLE ENVIRONMENTAL FOUNDATION
 SUMMIT VIEW COVENANT CHURCH
 SALMON-SAFE INC.
 BETHEL CHURCH OF GOD
 PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
 SAINT ANDREW NATIVITY SCHOOL
 BARLOW YOUTH FOOTBALL
 SPOTLIGHT THEATRE OF PLEASANT HILL
 FAMILIES FIRST OF GRANT COUNTY, INC.
 TOUCHSTONE PARENT ORGANIZATION
 CANCER CARE RESOURCES
 CASCADIA REGION GREEN BUILDING COUNCIL
 SHERMAN DEVELOPMENT LEAGUE, INC.
 SCIENCEWORKS
 WORD OF LIFE COMMUNITY CHURCH
 SOCIAL VENTURE PARTNERS PORTLAND
 OREGON PROGRESS FORUM
 CENTER FOR RESEARCH TO PRACTICE
 WESTERN RIVERS CONSERVANCY
 UNITED WAY OF THE COLUMBIA WILLAMETTE
 EUGENE BALLET COMPANY
 EAST WEST MINISTRIES INTERNATIONAL
 SISKIYOU INITIATIVE
 EDUCATIONAL POLICY IMPROVEMENT CENTER
 North Pacific District of Foursquare Churches
 CATHOLIC CHARITIES
 FIRST CHURCH OF THE NAZARENE
 WESTSIDE BAPTIST CHURCH
 Little Promises Children's Program
 UNION GOSPEL MISSION
 GRACE BAPTIST CHURCH
 COMMUNITY ACTION ORGANIZATION
 OUTSIDE IN
 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
 ELAW
 COMMUNITY HEALTH CENTER, INC
 Greater Portland INC
 Boys & Girls Club of Corvallis
 Southeast Uplift Neighborhood Coalition
 First United Presbyterian Church
 PDX Wildlife
 Jackson-Josephine 4-C Council
 Childsworld Learning Center
 New Artists Performing Arts Productions, Inc.
 Relief Nursery
 Viking Sal Senior Center
 Boys and Girls Club of the rogue valley
 DrupalCon Inc., DBA Drupal Association
 Albany Partnership for Housing and Community Development
 Hermiston Christian Center & School
 Dress for Success Oregon
 Beaverton Rock Creek Foursquare Church
 St Paul Catholic Church
 St Mary's Catholic School and Parish
 Polk Soil and Water Conservation District
 Street Ministry
 La Grande Church of the Nazarene
 Spruce Villa, Inc.
 House of Prayer for All Nations
 Sacred Heart Catholic Church
 African American Health Coaliton, Inc.
 Happy Canyon Company
 Village Home Education Resource Center
 Monet's Children's Circle
 Cascade Housing Association
 Dayspring Fellowship
 Northwest Habitat Institute
 First Baptist Church
 The Nature Conservancy, Willamette Valley Field Office
 Portland Community Reinvestment Initiatives, Inc.
 GeerCrest Farm & Historical Society
 College United Methodist Church
 NEDCO

Salem Evangelical Church
 Daystar Education, Inc.
 Oregon Social Learning Center
 Pain Society of Oregon
 environmental law alliance worldwide
 Community in Action
 Safe Harbors
 Pacific Classical Ballet
 Depaul Industries
 African American Health Coalition
 Ministerio International Casa
 Jesus Prayer Book
 Workforce Northwest Inc
 Coalition Of Community Health
 New Paradise Worship Center
 River Network
 CCI Enterprises Inc
 Oregon Nurses Association
 GOODWILL INDUSTRIES OF THE COLUMBIA
 WILLAMETTE
 Mount Angel Abbey
 YMCA OF ASHLAND
 YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION
 SERVICES
 Multnomah Law Library
 Friends Of Tryon Creek State P
 Ontrack Inc.
 Calvin Presbyterian Church
 HOLT INTL CHILD
 St John The Baptist Catholic
 Portland Foursquare Church
 Portland Christian Center
 Church Extension Plan
 Occu Afghanistan Relief Effort
 EUGENE FAMILY YMCA
 Christ The King Parish and School
 Congregation Neveh Shalom
 Newberg Christian Church
 First United Methodist Church
 Zion Lutheran Church
 Hoodview Christian Church
 Southwest Bible Church
 Community Works Inc
 Masonic Lodge Pearl 66
 Molalla Nazarene Church
 Transition Projects, Inc
 St Michaels Episcopal Church
 Saint Johns Catholich Church
 Access Inc
 Step Forward Activities Inc
 Lane Arts Council
 Community Learning Center
 Old Mill Center for Children and Families
 Sunny Oaks Inc
 Little Flower Development Center
 Hospice Center Bend La Pine
 P E C I
 Westside Foursquare Church
 Relief Nursery Inc
 Morning Star Community Church
 MULTNOMAH DEFENDERS INC
 Providence Health System
 Holy Trinity Catholic Church
 Holy Redeemer Catholic Church
 Alliance Bible Church
 Mid Columbia Childrens Council
 HUMANE SOCIETY OF REDMOND
 Intergral Youth Services
 Our Redeemer Lutheran Church
 Kbps Public Radio
 Skyball Salem Keizer Youth Bas
 Open Technology Center
 Grace Chapel
 CHILDREN'S MUSEUM 2ND
 Oregon District 7 Little League
 Portland Schools Alliance
 My Fathers House
 Solid Rock
 West Chehalem Friends Church
 Eugene Creative Care
 Guide Dogs For The Blind
 Children Center At Trinity
 St. Katherine's Catholic Church
 Green Electronics Council
 Scottish Rite
 THE NEXT DOOR
 NATIONAL PSORIASIS FOUNDATION
 NEW BEGINNINGS CHRISTIAN CENTER
 HIGHLAND UNITED CHURCH OF CHRIST
 OREGON REPERTORY SINGERS

HIGHLAND HAVEN
 FAIR SHARE RESEARCH AND EDUCATION FUND
 Oregon Satsang Society, Inc., A chartered Affiliate of
 ECKANKAR , ECKA
 First Baptist Church of Enterprise
 Oregon Nikkei Endowment
 Eastern Oregon Alcoholism Foundation
 Grantmakers for Education
 The ALS Association Oregon and SW Washington
 Chapter
 Children's Relief Nursery
 Energy Trust of Oregon
 Oregon Psychoanalytic Center
 Store to Door
 Depaul Industries
 Union County Economic Development Corp.
 Camelto Theatre Company
 Camp Fire Columbia
 TAKE III OUTREACH
 Sandy Seventh-day Adventist Church
 A FAMILY FOR EVERY CHILD
 1000 FRIENDS OF OREGON
 NAMI of Washington County
 Temple Beth Israel
 Albertina Kerr Centers
 St. Matthew Catholic School
 Serendipity Center Inc
 Center for Family Development
 West Salem Foursquare Church
 Ashland Art Center
 Apostolic Church of Jesus Christ
 DOUGLAS FOREST PROTECTIVE
 Oregon Lyme Disease Network
 Ecotrust
 SPECIAL MOBILITY SERVICES
 Ronald McDonald House Charities of Oregon &
 Southwest Washington
 Center for Human Development
 DePaul Treatment Centers, Inc.
 Mission Increase Foundation
 Portland Japanese Garden
 The Madeleine Parish
 The Tucker-Maxon Oral School
 Southwest Neighborhoods, Inc
 Wallowa Valley Center For Wellness

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

Account Type: College and University (28 records)

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

Account Type: Other (45 records)

Clackamas River Water Providers
 eickhoff dev co inc
 The Klamath Tribe
 Life Flight Network LLC
 COVENANT RETIREMENT COMMUNITIES
 PENTAGON FEDERAL CREDIT UNION

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

Account Type: City Special District (21 records)

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

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

Account Type: Independent Special District (43 records)

Silverton Fire District
 Lewis and Clark Rural Fire Protection District
 Rainbow Water District
 Illinois Valley Fire District
 PORT OF TILLAMOOK BAY
 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
 METROPOLITAN EXPOSITION-RECREATION
 COMMISSION
 REGIONAL AUTOMATED INFORMATION NETWORK
 OAK LODGE WATER DISTRICT
 THE PORT OF PORTLAND
 WILLAMALANE PARK AND RECREATION DISTRICT
 TUALATIN VALLEY WATER DISTRICT
 UNION SOIL & WATER CONSERVATION DISTRICT
 LANE EDUCATION SERVICE DISTRICT
 TUALATIN HILLS PARK AND RECREATION DISTRICT
 PORT OF SIUSLAW
 CHEHALEM PARK AND RECREATION DISTRICT
 PORT OF ST HELENS
 LANE TRANSIT DISTRICT
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 HOODLAND FIRE DISTRICT NO.74
 WEST MULTNOMAH SOIL AND WATER

CONSERVATION DISTRICT
 SALEM AREA MASS TRANSIT DISTRICT
 Banks Fire District #13
 KLAMATH COUNTY 9-1-1
 GLENDALE RURAL FIRE DISTRICT
 COLUMBIA 911 COMMUNICATIONS DISTRICT
 NW POWER POOL
 Lowell Rural Fire Protection District
 TriMet Transit
 Estacada Rural Fire District
 Keizer Fire District
 State Accident Insurance Fund Corporation
 Bend Metro Park & Recreation District
 La Pine Park & Recreation District
 Siuslaw Public Library District
 Columbia River Fire & Rescue
 Seal Rock Water District
 Rockwood Water P.U.D.
 Tillamook Fire District
 Tillamook County Transportation Dist
 Central Lincoln People's Utility District
 Jefferson Park and Recreation

Account Type: City (131 records)

Brookings Fire / Rescue
 City of Veneta
 CITY OF DAMASCUS
 Hermiston Fire & Emergency Svcs
 CEDAR MILL COMMUNITY LIBRARY
 CITY OF LAKE OSWEGO
 EUGENE WATER & ELECTRIC BOARD
 LEAGUE OF OREGON CITIES
 CITY OF SANDY
 CITY OF ASTORIA OREGON
 CITY OF BEAVERTON
 CITY OF BOARDMAN
 CITY OF CANBY
 CITY OF CANYONVILLE
 CITY OF CENTRAL POINT POLICE DEPARTMENT
 CITY OF CLATSKANIE
 CITY OF CONDON
 CITY OF COOS BAY
 CITY OF CORVALLIS
 CITY OF CRESWELL
 CITY OF ECHO

CITY OF ESTACADA
 CITY OF EUGENE
 CITY OF FAIRVIEW
 CITY OF GEARHART
 CITY OF GOLD HILL
 CITY OF GRANTS PASS
 CITY OF GRESHAM
 CITY OF HILLSBORO
 CITY OF HOOD RIVER
 CITY OF JOHN DAY
 CITY OF KLAMATH FALLS
 CITY OF LA GRANDE
 CITY OF MALIN
 CITY OF MCMINNVILLE
 CITY OF HALSEY
 CITY OF MEDFORD
 CITY OF MILL CITY
 CITY OF MILWAUKIE
 CITY OF MORO
 CITY OF MOSIER
 CITY OF NEWBERG
 CITY OF OREGON CITY
 CITY OF PILOT ROCK
 CITY OF POWERS
 RAINIER POLICE DEPARTMENT
 CITY OF REEDSPORT
 CITY OF RIDDLE
 CITY OF SCAPPOOSE
 CITY OF SEASIDE
 CITY OF SILVERTON
 CITY OF STAYTON
 City of Troutdale
 CITY OF TUALATIN, OREGON
 CITY OF WARRENTON
 CITY OF WEST LINN/PARKS
 CITY OF WOODBURN
 CITY OF TIGARD, OREGON
 CITY OF AUMSVILLE
 CITY OF PORT ORFORD
 CITY OF EAGLE POINT
 CITY OF WOOD VILLAGE
 St. Helens, City of
 CITY OF WINSTON
 CITY OF COBURG
 CITY OF NORTH PLAINS

CITY OF GERVAIS
 CITY OF YACHATS
 FLORENCE AREA CHAMBER OF COMMERCE
 PORTLAND DEVELOPMENT COMMISSION
 CITY OF CANNON BEACH OR
 CITY OF ST. PAUL
 CITY OF ADAIR VILLAGE
 CITY OF WILSONVILLE
 HOUSING AUTHORITY OF THE CITY OF SALEM
 CITY OF HAPPY VALLEY
 CITY OF SHADY COVE
 CITY OF LAKESIDE
 CITY OF MILLERSBURG
 CITY OF GATES
 KEIZER POLICE DEPARTMENT
 CITY OF DUNDEE
 CITY OF AURORA
 THE CITY OF NEWPORT
 CITY OF ALBANY
 CITY OF ASHLAND
 CITY OF LEBANON
 CITY OF PORTLAND
 CITY OF SALEM
 CITY OF SPRINGFIELD
 CITY OF BURNS
 CITY OF COTTAGE GROVE
 CITY OF DALLAS
 CITY OF FALLS CITY
 CITY OF PHOENIX
 CITY OF PRAIRIE CITY
 CITY OF REDMOND
 CITY OF SHERWOOD
 City of junction city
 City of Florence
 City of Dayton
 City of Monmouth
 City of Philomath
 City of Sheridan
 Seaside Public Library
 City of Yoncalla
 La Grande Police Department
 Cove City Hall
 Woodburn City Of
 NW PORTLAND INDIAN HEALTH BOARD
 Portland Patrol Services

City Of Bend
 City Of Coquille
 City Of Molalla
 City Of North Bend
 Columbia Gorge Community
 ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT
 City of St. Helens
 City of North Powder
 Toledo Police Department
 City of Independence
 City of Baker City
 CITY OF SWEETHOME
 DESCHUTES PUBLIC LIBRARY
 City of Ontario
 North Lincoln Fire & Rescue #1
 CITY OF LINCOLN CITY
 City of Milton-Freewater
 City of Forest Grove
 City Government
 City of Mt. Angel

Account Type: County Special District (27 records)

Netarts-Oceanside RFPD
 UIUC
 Rogue River Fire District
 Tillamook County Emergency Communications
 District
 Southern Coos Hospital
 Oregon Cascades West Council of Governments
 MULTONAH COUNTY DRAINAGE DISTRICT #1
 PORT OF BANDON
 OR INT'L PORT OF COOS BAY
 MID-COLUMBIA CENTER FOR LIVING
 DESCHUTES COUNTY RFPD NO.2
 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
 HOUSING AUTHORITY AND COMMUNITY SERVICES
 AGENCY
 CENTRAL OREGON IRRIGATION DISTRICT
 MARION COUNTY FIRE DISTRICT #1
 COLUMBIA RIVER PUD
 SANDY FIRE DISTRICT NO. 72
 BAY AREA HOSPITAL DISTRICT
 NEAH KAH NIE WATER DISTRICT
 PORT OF UMPQUA
 EAST MULTNOMAH SOIL AND WATER

CONSERVANCY

Benton Soil & Water Conservation District

DESCHUTES PUBLIC LIBRARY SYSTEM

CLEAN WATER SERVICES

Crooked River Ranch Rural Fire Protection District

PARROTT CREEK CHILD & FAM

South Lane County Fire And Rescue

Account Type: Community College (14 records)

CENTRAL OREGON COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE

LANE COMMUNITY COLLEGE

MT. HOOD COMMUNITY COLLEGE

LINN-BENTON COMMUNITY COLLEGE

SOUTHWESTERN OREGON COMMUNITY COLLEGE

PORTLAND COMMUNITY COLLEGE

CHEMEKETA COMMUNITY COLLEGE

ROGUE COMMUNITY COLLEGE

COLUMBIA GORGE COMMUNITY COLLEGE

TILLAMOOK BAY COMMUNITY COLLEGE

KLAMATH COMMUNITY COLLEGE DISTRICT

OREGON COMMUNITY COLLEGE ASSOCIATION

Oregon Coast Community College

Account Type: State Agency (33 records)

Oregon Forest Resources Institute

Office of the Ong Term Care Ombudsman

Oregon State Lottery

OREGON TOURISM COMMISSION

OREGON STATE POLICE

OFFICE OF THE STATE TREASURER

OREGON DEPT. OF EDUCATION

SEIU LOCAL 503, OPEU

OREGON DEPARTMENT OF FORESTRY

OREGON STATE DEPT OF CORRECTIONS

OREGON CHILD DEVELOPMENT COALITION

OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING

BOARD OF MEDICAL EXAMINERS

OREGON LOTTERY

OREGON BOARD OF ARCHITECTS

SANTIAM CANYON COMMUNICATION CENTER

OREGON DEPT OF TRANSPORTATION

OREGON TRAVEL INFORMATION COUNCIL

OREGON DEPARTMENT OF EDUCATION

DEPARTMENT OF ADMINISTRATIVE SERVICES

Oregon Tradeswomen

Oregon Convention Center

OREGON SCHL BRDS ASSOCIAT

OREGON DEPARTMENT OF HUMAN SERVICES

CARE OREGON

Kdrv Channel 12

Central Oregon Home Health and Hos

Oregon Health Care Quality Cor

Opta Oregon Permit Technician

HOUSING DEVELOPING CORP

STATE OF OREGON

Account Type: Consolidated City/County (2 records)

City of Carlton

City of Pendleton Convention Center

Account Type: Federal (6 records)

US FISH AND WILDLIFE SERVICE

Bonneville Power Administration

Oregon Army National Guard

USDA Forest Service

Yellowhawk Tribal Health Center

ANGELL JOB CORPS

Account Type: Housing Authority (5 records)

Coquille Indian Housing Authority

HOUSING AUTHORITY OF PORTLAND

NORTH BEND CITY- COOS/URRY HOUSING
AUTHORITY

MARION COUNTY HOUSING AUTHORITY

Housing Authority of Yamhill County

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), School is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), School may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the School and be disposed of in accordance with School policy. The School, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

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

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

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

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

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

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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

SECTION 9 -EXHIBITS

EXHIBIT 1: PRICE PROPOSAL SHEET

EXHIBIT 2: MARKET BASKET PRICING SHEET

EXHIBIT 3: REFERENCES

EXHIBIT 4: EXAMPLE OF PRODUCT SUBSTITUTION
REQUEST FORM

EXHIBIT 1 – PRICE PROPOSAL SHEET

1. DOLLAR FEE PER CASE

FOR WEEKLY DELIVERY TO EACH WCPS / PARTICIPATING PUBLIC AGENCY SITE FOR ITEMS IN EXHIBIT 2, MARKET BASKET PRICING AND OFFEROR'S ENTIRE OFFERING IT PROPOSES FOR CONSIDERATION:

(No more than two decimal places.)

\$ _____

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

\$ _____

3. SURCHARGE FOR ADDITIONAL DELIVERIES (MORE THAN ONE WEEKLY DELIVERY) IN A WEEK IF MINIMUM REQUIREMENTS ARE NOT MET:

(Offeror may propose a per-mile, a per-stop fee, per order or an alternate method of charging for this service.)

\$ _____

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

5. DETAIL ANY ADDITIONAL PRICING INCENTIVES, DISCOUNTS, AND REBATES THAT MAY BE AVAILABLE SUCH AS FOR LARGE VOLUME PURCHASES BY PARTICIPATING PUBLIC AGENCIES.

(Use additional space/sheets as necessary.)

6. DETAIL ANY PROMPT PAYMENT DISCOUNTS AVAILABLE FROM OFFEROR.

Company Name

Date

Printed Name

Authorized Signature

COMPANY NAME _____

EXHIBIT 3 - REFERENCES

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

- (1) CLIENT NAME _____
ADDRESS (Street) _____
ADDRESS (City, St, Zip) _____
CONTACT NAME _____
TELEPHONE/E-MAIL _____
DOLLAR VALUE _____

- (2) CLIENT NAME _____
ADDRESS (Street) _____
ADDRESS (City, St, Zip) _____
CONTACT NAME _____
TELEPHONE/E-MAIL _____
DOLLAR VALUE _____

- (3) CLIENT NAME _____
ADDRESS (Street) _____
ADDRESS (City, St, Zip) _____
CONTACT NAME _____
TELEPHONE/E-MAIL _____
DOLLAR VALUE _____

EXHIBIT 4 – EXAMPLE OF PRODUCT SUBSTITUTION REQUEST FORM

To:	Project (& PO No. if known):
Attn:	Proposed Substitute:
Contract Item No. & Description:	

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

<input type="checkbox"/>	Complete Description	<input type="checkbox"/>	Catalog Cut Sheet
<input type="checkbox"/>	References/testimonials	<input type="checkbox"/>	Specification Data
<input type="checkbox"/>	Other misc. but pertinent information	<input type="checkbox"/>	_____

2. This substitution will have the following effects on _____, etc.:

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

4. This substitution will have the following effects on other p_____:

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

6. The proposed substitute(s) differs from the specified product(s) in quality and performance as follows:

7. Manufacturers guarantees for the substitute(s) and the specified product(s) are (check one):
 the same **different** (if different, explain below)

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

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

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

Substitutions must be requested in accordance with applicable Contract requirements. After bidding, substitutions are to be submitted only by Contractor. Substitute products should not be ordered or installed without written acceptance.

Submitted by: _____ **Date:** _____
Sign here: _____
Name: _____ **Cellular** _____
type or print: _____ **Telephone:** _____
for: _____
Address: _____

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

Additional comments:

For the Monitor: _____ **Date:** _____
Signature here: _____

K-12 FOOD SERVICES
RFP #2014-39
Exhibit B
Market Basket Pricing

Check the appropriate column to designate if Unit Price is a Local Price, Regional Price or National Price.

Item No.	Product Description	Pack Size	Estimated Usage	Manufacturer Name	Manufacturer Product Number	Unit Price	Extended Price	Local Price	Regional Price	National Price	Comments
1	SANDWICH, PNT BUTR JELLY GRAPE	72/2.8 OZ	6,114				\$ -				
2	CHICKEN, TENDR FRITR CKD FZN	20 LB	4,153				\$ -				
3	CHICKEN, 8 PC UNFLD 128 CT BI	4/7.5 LB	3,726				\$ -				
4	CHICKEN, NUGT BRDD .68Z CKD	705/.68 OZ	4,005				\$ -				
5	BEEF, PTY 2.5 Z CN FLAME BRD	135/2.5 OZ	4,418				\$ -				
6	JUICE, APPL 100% CTN FZN	70/4 OZ	22,850				\$ -				
7	CEREAL, CIN TOAST CRC BWL PK	96 EA	9,619				\$ -				
8	POTATO, FF 3/8" SC COTED CLR	6/4.5 LB	9,702				\$ -				
9	PIZZA, CHS 16" THIN CRUST WHL	9/46 OZ	2,377				\$ -				
10	POTATO, MSHD DHY W/ VITMN C	12/26 OZ	4,005				\$ -				
11	PIZZA, CHS 16" THCK CRUST FZN	9/46 OZ	2,009				\$ -				
12	PIZZA, PPRNI & CHS 4X6" PRSNL	96/4.65 OZ	3,612				\$ -				
13	CHICKEN, CHNK BRDD ASIAN CKD	10 LB	4,102				\$ -				
14	PIZZA, SSG 3.2 Z BKFTD CN TFF	128/3.2 OZ	3,395				\$ -				
15	CHIP, MULTGRN CHEDR SS HRVST	104/1 OZ	5,996				\$ -				
16	CHIP, CHS CNCHY HOT SS REDUC	104/.875 OZ	5,849				\$ -				
17	CHICKEN, STRIP W/ CJN SCE NEW	6/7.15 LB	1,082				\$ -				
18	CHEESE, MOZZ SHRD POUCH REF	4/5 LB	2,571				\$ -				
19	DOUGH, BSCT BTRMLK TFF FZN	220/2.2 OZ	4,927				\$ -				
20	CORN DOG, CHX WHL GRAIN 4:1	72/4 OZ	4,329				\$ -				
21	APPLE, ASST VTY SLCD SS FRESH	100/2 OZ	4,472				\$ -				
22	KETCHUP, TMTO STD TFF SS PKT	1000/9 GR	7,940				\$ -				
23	CHIP, MULTGRN GRDN SALSA SS	104/1 OZ	5,354				\$ -				
24	JUICE, APPL 100% W/ VITMN C	70/6 OZ	12,573				\$ -				
25	TURKEY, GRND TACO FLNG SESD CK	4/7 LB	1,833				\$ -				
26	SANDWICH, PNT BUTR & JELLYGRPE	72/4.8 OZ	1,820				\$ -				
27	APPLE, UNSPEC VTY RED SLCD SS	100/2 OZ	4,108				\$ -				
28	CHIX,CHNK BRD ASIAN	10 LB	3,062				\$ -				
29	PIZZA, PPRNI 7" SELF RSNNG CN	48/7.91 OZ	1,718				\$ -				
30	POTATO, MSHD PEARL DHY ADD	12/28 OZ	2,264				\$ -				
31	JUICE, APPL 100% PLST CUP FZN	96/4 OZ	8,523				\$ -				
32	POTATO, FF 3/8" SC COLSL CRSP	6/5 LB	4,851				\$ -				
33	PIZZA, CHS STUFD CRUST	72/5.75 OZ	2,524				\$ -				
34	CHICKEN, BRST 4 Z BRDD CKD	40/4 OZ	3,030				\$ -				
35	HOT DOG, AB 8:1 6" CKD CN FZN	2/5 LB	4,355				\$ -				
36	BEEF, GROUND 80/20 FZN	10 LB	3,535				\$ -				
37	CRISPITO, CHILI CN MEX OIL	72/3.25 OZ	3,752				\$ -				
38	JUICE CUP, STWBV MANGO	84/4.4 OZ	3,241				\$ -				
39	CHICKEN, 8 PC BRDD SESD CKD	35 LB	1,575				\$ -				
40	CORN DOG, TRKY HONY BTR 4:1	72/4 OZ	4,984				\$ -				
41	SNACK BAR, RICE KRSPS IW SS	4/20/1.3 OZ	3,039				\$ -				
42	SAUCE, CHS CHEDR SHLF STABL	140/3 OZ	1,322				\$ -				
43	DOUGH, CKY CHOC CHIP OLD FSHND	160/2 OZ	2,014				\$ -				
44	CHICKEN, PTY RND BRDD 3.37Z CK	142/3.37 OZ	1,898				\$ -				

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Exhibit B

Market Basket Pricing

Check the appropriate column to designate if Unit Price is a Local Price, Regional Price or National Price.

Item No.	Product Description	Pack Size	Estimated Usage	Manufacturer Name	Manufacturer Product Number	Unit Price	Extended Price	Local Price	Regional Price	National Price	Comments
45	PANCAKE, MAPL WHL GRAIN HEAT &	72/3.17 OZ	2,614				\$ -				
46	DOUGH, BSCT STHRN STYL FZN	216/2.2 OZ	3,200				\$ -				
47	PIZZA, PPRNI 16" FZN	12/41 OZ	1,301				\$ -				
48	DONUT, CAKE PLN TFF FRFD 3 Z	80/3 OZ	3,222				\$ -				
49	PIZZA, CHS 4X6" PRSNL CN TFF	96/4.56 OZ	2,130				\$ -				
50	BREADSTICK, PIZA CHS MOZZ	192/1.93 OZ	1,594				\$ -				
51	PIZZA, CHS 16" RLD	9/46 OZ	1,720				\$ -				
52	PIZZA, CHS 100% MOZZ WHL GRAIN	96/4.7 OZ	1,840				\$ -				
53	SANDWICH, CHIX BSCT FZN BKFST	72/3.5 OZ	2,352				\$ -				
54	JUICE, ORNG 100% CTN FZN	70/4 OZ	8,260				\$ -				
55	CHICKEN, NUGT TENDR SHPD 1.13	432/1.13 OZ	1,650				\$ -				
56	RAVIOLI, BF IN MEAT SCE CN	6/#10 CN	2,098				\$ -				
57	CHIX, TNR FRIT BRD	10 LB	3,248				\$ -				
58	PINEAPPLE, TIDBT IN JCE CND	6/#10 CN	3,240				\$ -				
59	BEEF, STK CKD FLAME BRLD CN	100/3 OZ	1,241				\$ -				
60	SANDWICH, PNT BUTR & JELLY GRP	72/2.8 OZ	2,448				\$ -				
61	CHICKEN, PTY 1.65Z BRDD CN CKD	291/1.65 OZ	1,652				\$ -				
62	BREADSTICK, SOFT CHS STUFD 7"	108 EA	1,727				\$ -				
63	PIZZA, PPRNI FZN 100%	9/50.74 OZ	1,219				\$ -				
64	JUICE, APPL 100% SS CUP FZN	72/4 OZ	8,807				\$ -				
65	CHEESE, MOZZ SHRD FTHR PS BAG	4/5 LB	1,567				\$ -				
66	CHICKEN, NUGT BRDD .85 Z ALL	2/5 LB	4,181				\$ -				
67	DRINK, BRRY PLST BTL SHLF	48/12 OZ	3,512				\$ -				
68	DOUGH, CKY CHOC CHIP FZN	240/1.33 OZ	1,731				\$ -				
69	SNACK BAR, RICE KRSPS MMALO IW	600/.39 OZ	953				\$ -				
70	CHEESE, CHEDR MILD SHRD FTHR	4/5 LB	1,441				\$ -				
71	PIZZA, CHS FLTBRD FZN	96/4.52 OZ	1,288				\$ -				
72	CHICKEN, BRST WHL BRDD 4.35 Z	6/5 LB	724				\$ -				
73	CRACKER, GHM GIANT GFSH SS	300/.9 OZ	1,886				\$ -				
74	BREADSTICK, PIZA CHS MOZZ	192/1.93 OZ	1,451				\$ -				
75	PIZZA, BRD FRNCH CHS 6" FZN	60/4.95 OZ	1,755				\$ -				
76	DRESSING, RANCH SS SHLF STABL	200/12 GR	8,134				\$ -				
77	CEREAL, FRTD FLK LOW SUGAR SS	96/.75 OZ	4,248				\$ -				
78	PIZZA, CHS 16" THCK CRUST CN	9/50.49 OZ	1,140				\$ -				
79	YOGURT, STWBY BANA BLNDED LOW	48/4 OZ	5,817				\$ -				
80	CORN ON COB, 3" PTITE DMSTC	96 EA	3,515				\$ -				
81	POTATO, FF 1/2" CC FZN OVBL	6/5 LB	3,772				\$ -				
82	PINEAPPLE, TIDBT IN JCE CND	6/#10 CN	2,163				\$ -				
83	BEEF, GRND 80/20 BULK FZN RAW	2/10 LB	1,341				\$ -				
84	CHEESE, AMER SLCD 160 CT REDUC	6/5 LB	983				\$ -				
85	NAPKIN, DISPR INFLD WHT 6.5X10	24/250 EA	1,427				\$ -				
86	SANDWICH, HOT DOG AM CHILI &	50/4.48 OZ	1,731				\$ -				
87	SAUSAGE, PORK PTY CN CKD FZN	154/1.25 OZ	2,412				\$ -				
88	YOGURT, VNL LOW FAT POUCH RBST	6/4 LB	2,274				\$ -				

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Exhibit B

Market Basket Pricing

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Item No.	Product Description	Pack Size	Estimated Usage	Manufacturer Name	Manufacturer Product Number	Unit Price	Extended Price	Local Price	Regional Price	National Price	Comments
89	MUFFIN, BLBRY REDUC FAT IW FZN	72/1.8 OZ	2,703				\$ -				
90	CHICKEN, PTY 3 Z BRDD SESD WHT	40 LB	805				\$ -				
91	MARGARINE, SOLID PRCHMNT REF	30/1 LB	3,004				\$ -				
92	SAUSAGE, PORK PTY CN CKD 16:1	160/1 OZ	3,022				\$ -				
93	CHICKEN, PTY BRDD BRST W/ RIB	53/3 OZ	4,743				\$ -				
94	PIZZA, CHS 16" SELF RSNG WHL	9/44.23 OZ	1,028				\$ -				
95	JUICE, APPL 100% W/ CLCUM CTN	70/4 OZ	6,454				\$ -				
96	PIZZA, BKFST BACN SRMBL FZN	128/2.94 OZ	1,302				\$ -				
97	TORTILLA, FLOUR 10" PRSSD SHLF	12/12 EA	2,570				\$ -				
98	SHORTENING, FRYG SOYBN LIQ CLR	35 LB	2,106				\$ -				
99	DOUGH, PIZA CRUST THIN 16" FTO	12 EA	2,220				\$ -				
100	CHICKEN, PTY BRDD 3.27 Z BRST	4/5 LB	2,659				\$ -				
101	DOUGH, BSCT WHL GRAIN TFF FZN	216/2.25 OZ	2,129				\$ -				
102	SHRIMP, BRDD 110-120 PCRN	5/2 LB	2,681				\$ -				
103	PASTRY, POP TART STWBY FRTD 2	72/2 EA	1,856				\$ -				
104	CHICKEN, TENDR BRDD FRITR RAW	10 LB	2,329				\$ -				
105	TRAY, FM FOOD 10.38X8.38X1.19	500 EA	3,396				\$ -				
106	PIZZA, BF 5.3 Z PRSNL FIESTADA	96/5.3 OZ	1,016				\$ -				
107	DOUGH, BSCT PLN TFF FZN RND	240/2.2 OZ	1,966				\$ -				
108	POTATO, TATER TOT OVBL FZN	6/5 LB	3,048				\$ -				
109	MEAL, KIT TRKY & CHS	30 EA	843				\$ -				
110	CHIP, PTATO BKD BBQ CRSP SS	64/1.125 OZ	2,137				\$ -				
111	PORK, RST CHNK SESD CKD CN	4/8 LB	610				\$ -				
112	POTATO, FF 3/8" SC STLTH COTED	6/5 LB	2,523				\$ -				
113	CHICKEN, PCRN BRDD .22Z W/OCUP	1442/22 OZ	1,581				\$ -				
114	YOGURT,STWBY BLNDED	64/2.3Z	2,658				\$ -				
115	MILK, CHOC 1% LOW FAT CTN	50/5 PT	4,056				\$ -				
116	CHICKEN, PTY3.05 Z BTRDBRDD CN	157/3.05 OZ	1,059				\$ -				
117	BEEF, GRND 81/19 FINE RAW REF	8/10 LBA	284				\$ -				
118	JUICE, FRT PNCH 100% CTN FZN	70/4 OZ	6,052				\$ -				
119	PIZZA,PPRNI 16" FZN	9/44.3Z	834				\$ -				
120	HAM, TRKY CKD FZN SLCD .5 Z EX	12/1 LB	1,599				\$ -				
121	SANDWICH, CHIX BUFO FLTBRD	48/4.55 OZ	988				\$ -				
122	CHICKEN, PTY 3.05Z BRDD HMSTY	30 LB	1,072				\$ -				
123	PANCAKE, 4.25"	12/12/1.2 OZ	4,176				\$ -				
124	FRENCH TOAST, STICK FZN	5/2 LB	3,806				\$ -				
125	CHICKEN, PCRN BRDD SESD BRST	2/5 LB	2,969				\$ -				
126	DRESSING, HONY MUST	100/1 OZ	4,302				\$ -				
127	TURKEY, SHRDD SESD THIGH CKD	4/7-9 LBA	583				\$ -				
128	KIT, CTLY SPORK MILK STRAW NAP	1000 EA	2,776				\$ -				
129	CHICKEN, TENDR BRDD 1.75 Z	10 LB	1,750				\$ -				
130	GRAPE, RED SNACK PK FRESH REF	22 LB	1,472				\$ -				
131	CHICKEN, NUGT BRDD .65 Z CN	10 LB	3,049				\$ -				
132	BREADSTICK, PIZA CHS MOZ 50/50	192/1.93 OZ	996				\$ -				

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Exhibit B

Market Basket Pricing

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Item No.	Product Description	Pack Size	Estimated Usage	Manufacturer Name	Manufacturer Product Number	Unit Price	Extended Price	Local Price	Regional Price	National Price	Comments
133	CHIP, CHS CNCHY SS BKD	104/875 OZ	2,042				\$ -				
134	CHICKEN, NUGT BRDD .6 Z BRST	265/6 OZ	3,395				\$ -				
135	CHICKEN, PCRN BRDD BRST MEAT	80/3.6 OZ	1,334				\$ -				
136	MAYONNAISE, LIGHT POUCH SS	200/44 OZ	3,442				\$ -				
137	PIZZA, CHS GLXY RND SMARTPIZZA	72/4.56 OZ	959				\$ -				
138	CHICKEN, TENDR BRDD BUFLO CKD	4/5 LB	1,290				\$ -				
139	BREADSTICK, WHEAT WHL FZN	144/1.5 OZ	2,182				\$ -				
140	YOGURT, STWBY BANA BLNDED TFF	48/4 OZ	3,042				\$ -				
141	KETCHUP, TMTO 33% FRESH PK CND	6/#10 CN	2,068				\$ -				
142	PIZZA, CHS 5" DEEP DISH CN TFF	60/5 OZ	1,190				\$ -				
143	TACO, SNACK SIZE FZN TOTLY	288/1.36 OZ	868				\$ -				
144	BREADSTICK, GRCL 6" HEAT & SRV	175/1.2 OZ	2,194				\$ -				
145	CRACKER, GFSD CHEDR TFF	300/75 OZ	1,032				\$ -				
146	CRACKER, GHM HONY	150/9 OZ	2,603				\$ -				
147	COD, BRDD SPR CNCHY 3.8 Z REC	2/5 LB	1,434				\$ -				
148	CHEESEBURGER, MINI SLIDR TWIN	50/6.6 OZ	935				\$ -				
149	PIZZA, CHS WDG CN TFF FZN	96/4.7 OZ	1,133				\$ -				
150	CHICKEN, DCD .5" WHT FOWL CKD	10 LB	1,205				\$ -				
151	JUICE, BRRY 100% ASPTC SHLF	4/10/6 OZ	3,738				\$ -				
152	SAUSAGE, TRKY PNCK WRAP MAPL	68/2.85 OZ	1,476				\$ -				
153	POTATO, PNCK MINI HEAT & SRV	6/3 LB	1,686				\$ -				
154	CHICKEN, STRIP 2 Z FFTA SESD	6/5 LB	582				\$ -				
155	BREADSTICK, CHS STUFD FZN	200 EA	740				\$ -				
156	PIZZA, PPRNI FZN	9/50.7Z	773				\$ -				
157	DOUGH, CKY CHOC CHIP FZN	160/2.5 OZ	1,825				\$ -				
158	DOUGH, CKY CHOC CHIP ECON FZN	320/1 OZ	1,455				\$ -				
159	PIZZA, PPRNI WHL GRAIN 16" FZN	96/4.67 OZ	986				\$ -				
160	POLLOCK, BRDD 1 Z STICK CKD CN	10 LB	1,746				\$ -				
161	JUICE, ORANGE 100% CTN	70/6 OZ	2,983				\$ -				
162	YOGURT, CHRY BLNDED TFF SS CUP	48/4 OZ	3,114				\$ -				
163	CHIP, TORTLA NACHO CHS REDUC	72/1 OZ	2,593				\$ -				
164	CHEESE, CHEDR MILD SHRD YLW	4/5 LB	848				\$ -				
165	DRINK, RSP COOL BLU WIDE MOUTH	24/20 OZ	1,946				\$ -				
166	CHEESE, MOZZ STRNG LIGHT IW	168/1 OZ	1,192				\$ -				
167	LETTUCE, ICBRG SHRD 1/4" CLND	4/5 LB	1,987				\$ -				
168	PIZZA, PPRNI 16" THCK CRUST	9/46 OZ	585				\$ -				
169	PIZZA, BAGL BKFST SSG FZN	96/2.6 OZ	998				\$ -				
170	BEEF, GRND 80/20 CHUB RAW FZN	4/5 LB	931				\$ -				
171	ORANGE, MDN BRKN SGMNT IN LS	6/#10 CN	1,332				\$ -				
172	POTATO, FF 1/2" CC GRD A FZN	6/5 LB	2,256				\$ -				
173	PIZZA, CHS 6" FRNCH BRD GRCL	60/4.46 OZ	842				\$ -				
174	HOT DOG, AM 8:1 6" REDUC FAT	2/5 LB	2,140				\$ -				
175	CEREAL, CIN TOAST REDUC SUGAR	96/1 OZ	2,024				\$ -				
176	YOGURT, STWBY BLNDED	48/4 OZ	2,884				\$ -				

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Exhibit B
Market Basket Pricing

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Item No.	Product Description	Pack Size	Estimated Usage	Manufacturer Name	Manufacturer Product Number	Unit Price	Extended Price	Local Price	Regional Price	National Price	Comments
177	PINEAPPLE, TIDBT IN JCE CND	6#10 CN	1,450				\$ -				
178	SAUCE, CHS CHEDR SHLF STABL	6/106 OZ	600				\$ -				
179	SAUCE, SPAG TMTD REG	6#10 CN	1,460				\$ -				
180	BUN, HMBGR PLN 2.1 Z 4" SLCD	8/12/2.1 OZ	2,669				\$ -				
181	MACARONI & CHEESE, CKD POUCH	6/5 LB	748				\$ -				
182	CINNAMON ROLL, TFF HEAT & SRV	72/2.29 OZ	1,076				\$ -				
183	POTATO, FF 1/4" CURLY FZN	6/5 LB	1,581				\$ -				
184	PIZZA, CHS QSDIA CN FZN	48/5 OZ	1,308				\$ -				
185	PIZZA CHEESE 16" SCHOOL FZN	12/40 OZ	640				\$ -				
186	BEEF, PTY 2.45 Z RND CKD CM	135/2.45 OZ	800				\$ -				
187	CORN, WHL KRNL GLDN FCY CND	6#10 CN	1,510				\$ -				
188	JUICE, ORNG 100% POUCH FZN	96/4 OZ	2,914				\$ -				
189	CHICKEN, WING BUFL HOT SPICY	2/5 LB	1,050				\$ -				
190	CHEESE, AMER SLCD 160 CT TFF	6/5 LB	592				\$ -				
191	DRSN.RANCH LT	100/1 Z	3,954				\$ -				
192	CHICKEN, PTY BRDD 3.4 Z BRST	144/3.4 OZ	641				\$ -				
193	BEAN, GRN CUT 4 SIEV CND FCY	6#10 CN	1,837				\$ -				
194	CAKE, PINK DULCE FZN	72/2.75 OZ	1,120				\$ -				
195	CHICKEN, CHNK BTRD TNGRN CKD	6/7.15 LB	268				\$ -				
196	SAUSAGE, TRKY PTY SESD 1.02SZ	2/5.12 LB	1,174				\$ -				
197	POTATO, FF SC XLF FZN FINE	6/5 LB	1,978				\$ -				
198	DRINK, FRT PNCH PLST BTL SHLF	48/12 OZ	1,674				\$ -				
199	DRESSING, HONY MUST CUP PLST	100/1.5 OZ	2,661				\$ -				
200	SANDWICH, PB & JELLY GRP WHEAT	72/4.8 OZ	630				\$ -				
201	JUICE, ORNG PNAPL 100% CTN FZN	70/4 OZ	3,693				\$ -				
202	CHEESE, MOZZ STRNG IW REF	168/1 OZ	1,009				\$ -				
203	PIZZA, 7" CHS TOPD PROOF PRFCT	48/7.91 OZ	598				\$ -				
204	TEA, ICED LMN CAN CFNTD SHLF	24/11.5 OZ	3,502				\$ -				
205	CORN DOG, CHIX MINI .67 Z CN	2/5 LB	1,728				\$ -				
206	SALAD MIX, GRDN ICBRG SEP W/	4/5 LB	1,815				\$ -				
207	BEEF, CRBL CN CKD FZN	8/5 LB	548				\$ -				
208	TACO, BF STICK FZN	50 EA	828				\$ -				
209	JUICE, ORNG 100% CTN FZN	70/6 OZ	2,755				\$ -				
210	MACARONI & CHEESE, HT SRV RF	6/5 LB	918				\$ -				
211	CEREAL, TRIX REDUC SUGAR SS	96/88 OZ	1,622				\$ -				
212	CHICKEN, PTY BRDD HMSTY W/D CK	105/3.95 OZ	766				\$ -				
213	MILK, CHOC FT/FR .5% CTN REF	48/5 PT	3,189				\$ -				
214	DOUGH, RL CIN HMSTY FZN	120/2.5 OZ	1,537				\$ -				
215	CHICKEN, PCRN BRDD ASIAN GLAZ	2/5 LB	1,823				\$ -				
216	PEACH, SLCD IN LS 90-105 CT	6#10 CN	1,087				\$ -				
217	FORK, MW WHT POLYP BULK 6"	1000 EA	3,988				\$ -				
218	WATER, SPRG NTRL PLST BTL	24/16.9 OZ	6,508				\$ -				
219	MIX, BRWNE CHOC SWT REWRD	6/6 LB	542				\$ -				
220	TRAY, FM FOOD 8.25X10.25 5	4/125 EA	1,662				\$ -				

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Exhibit B

Market Basket Pricing

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Item No.	Product Description	Pack Size	Estimated Usage	Manufacturer Name	Manufacturer Product Number	Unit Price	Extended Price	Local Price	Regional Price	National Price	Comments
221	BEEF, PTY 80/20 PREM CHARB CN	6/15/3 OZ	559				\$ -				
222	CEREAL, CIN TSTR	96/1 OZ	1,818				\$ -				
223	CHICKEN, TENDR BRDD 1.1 Z CN	145/1.1 OZ	1,311				\$ -				
224	SAUSAGE, PATTY CK1.5	106/1.5	1,741				\$ -				
225	PIZZA, PPRNI MOZZ 4X6 FZN	96/4.65 OZ	714				\$ -				
226	APPLESAUCE, FCY SWTND CND	6/#10 CN	1,142				\$ -				
227	BEAN, PINTO FCY CND IN BRINE	6/#10 CN	1,654				\$ -				
228	BEEF, GRND BULK	2/10 LB	916				\$ -				
229	POTATO, FF 3/8" SC XLF FZN	6/5 LB	1,780				\$ -				
230	CHIP, TORTLA NACHO CHS BKD	64/1.375 OZ	1,242				\$ -				
231	SAUSAGE, TRKY PNCK BTR DIPD	60/2.67 OZ	1,869				\$ -				
232	CHIP, PTATO BKD ORIG GLTN/FR	64/1.125 OZ	1,264				\$ -				
233	TURKEY, PTY FRITR STICK CKD CN	160/.98 OZ	1,921				\$ -				
234	TURKEY, BRST DELI FAVORITS O/R	2/8-10 LBA	558				\$ -				
235	BUN, HMBGR WHL GRAIN 3.75 FZN	120/1.8 OZ	1,722				\$ -				
236	SANDWICH, CHS GRILD WHL GRAIN	96/4.1 OZ	511				\$ -				
237	PIZZA, PPRNI STUFD CRUST REDUC	72/5.75 OZ	791				\$ -				
238	PIZZA, CHS WHEAT WDG CUT 16"	96 EA	482				\$ -				
239	DOUGH, CKY CHOC CHIP FZN	384/1 OZ	1,309				\$ -				
240	CHICKEN, CHNK BRDD SESD CKD	10 LB	981				\$ -				
241	DOUGH, CKY CHOC CHIP 1.33 Z	270/1.33 OZ	738				\$ -				
242	PIZZA, PPRNI STUFD CRUST WHL	72/5.75 OZ	722				\$ -				
243	SHORTN, FRY VEG TFF	35 LB	1,124				\$ -				
244	CHIP, PTATO REG CRSPS BKD	60/.875 OZ	2,346				\$ -				
245	SANDWICH, PNT BUTR & JELLYGRPE	72/4.8 OZ	522				\$ -				
246	PIZZA, CHS .95 Z BAGL TFF FZN	480/.95 OZ	413				\$ -				
247	CRACKER, GHM CIN STICK SCOOPY	210/1 OZ	680				\$ -				
248	PIZZA, DEEP DISH CHS CN 5"	60/5.85 OZ	640				\$ -				
249	CHICKEN, PTY BRDD 3 Z BRST CN	2/5 LB	951				\$ -				
250	BROWNIE, WHL GRAIN 1.4 Z FZN	96/1.4 OZ	1,222				\$ -				
251	DONUT, CAKE 2.2 Z FZN	80 EA	1,259				\$ -				
252	TACO, CHIX SOFT SHL 1.35 Z	297/1.35 OZ	524				\$ -				
253	DRESSING, RANCH CRMY DIPG CUP	100/.75 OZ	2,414				\$ -				
254	SANDWICH, EGG TRKY HAM & CHEESE	90/3.5 OZ	523				\$ -				
255	CHICKEN, PCRN BRDD CKD W/ CUP	103/3.08 OZ	686				\$ -				
256	POTATO, FF 7/16" FZN FLVR LAST	6/5 LB	1,352				\$ -				
257	DOUGH, BSCT BTRML HAND SPLT	240/2.2 OZ	808				\$ -				
258	HOT DOG, TRKY 8:1 5" HCKRY	10 LB	2,686				\$ -				
259	CHICKEN, BRST SNGL LOBE 3.5 Z	2/5 LB	1,032				\$ -				
260	PRETZEL, KING SOFT BKD FZN	50/5 OZ	1,339				\$ -				
261	SANDWICH, CHS AMER GRILD WHL	72/5 OZ	538				\$ -				
262	CRACKER, SALTINE PREM SS	250/4 EA	2,775				\$ -				
263	APPETIZER, CHS MOZZ BRDD	8/3 LB	551				\$ -				
264	VEGETABLE BLEND, 5 WAY FZN	20 LB	1,658				\$ -				

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Exhibit B

Market Basket Pricing

Check the appropriate column to designate if Unit Price is a Local Price, Regional Price or National Price.

Item No.	Product Description	Pack Size	Estimated Usage	Manufacturer Name	Manufacturer Product Number	Unit Price	Extended Price	Local Price	Regional Price	National Price	Comments
265	MEATBALL, BF CHARB FZN	960/.5 OZ	481				\$ -				
266	POTATO, FF 1/2" CC FZN OVBL	6/5 LB	1,695				\$ -				
267	CHICKEN, 8 PC BRDD CKD FZN	25 LB	568				\$ -				
268	CHICKEN, 8 PC MED BI SKN ON 2D	96/4.5 OZ	583				\$ -				
269	CHIP, TORTLA SPICY SWT CHILI	72/1 OZ	1,740				\$ -				
270	BROCCOLI, FLORT ICELS POLY PK	4/3 LB	1,146				\$ -				
271	MUFFIN, CHOC CC RF IW FZN	72/1.8 OZ	1,242				\$ -				
272	CHICKEN, PTY BRDD 3 Z BRST CN	60/3 OZ	1,787				\$ -				
273	KETCHUP,TMTO STD TFF	1000/9G	1,961				\$ -				
274	CHICKEN, PC OVEN RSTD CKD FZN	5/5 LB	352				\$ -				
275	CHICKEN, NUGT .6 Z BRDD SESD	2/5 LB	2,060				\$ -				
276	JUICE,APPL 100% W/	70/4 OZ	4,013				\$ -				
277	PIZZA, CHS LUNCH ARND 5" BULK	60/5.43 OZ	744				\$ -				
278	LETTUCE, ICBRG SHRD 1/8" CLND	4/5 LB	1,419				\$ -				
279	CHICKEN, PTY 1.6 Z BRDD SESD	2/5 LB	1,815				\$ -				
280	SAUSAGE,TRKY PTY	128/1.2	1,445				\$ -				
281	CHICKEN, PTY BRDD HMSTY CKD	194/1.6 OZ	1,000				\$ -				
282	CHIP, TORTLA NACHO CHESE SS	104/1 OZ	1,120				\$ -				
283	POTATO, MSHD PTY SMILE RAW FZN	6/4 LB	1,110				\$ -				
284	SPAGHETTI, MEAT SCE CKD TRAY	40/8 OZ	682				\$ -				
285	CHICKEN, PTY BRDD	96/3.32 OZ	583				\$ -				
286	CHICKEN, TENDR FFTA SESD CKD	8/5 LB	206				\$ -				
287	LINER, PAN FOOD 16.4X24.4	1000 EA	742				\$ -				
288	CHICKEN, TNDLN 1.75 Z FRITR	2/5 LB	863				\$ -				
289	HOT DOG, AM 8:1 6" RLR GRIL	2/5 LB	1,365				\$ -				
290	BREADSTICK, STUFD CHS WHL	96/3 OZ	703				\$ -				
291	MAYONNAISE, SS SHLF STABL	200/12 GR	2,947				\$ -				
292	MAYONNAISE, SS PKT SHLF STABL	200/12 GR	2,668				\$ -				
293	WAFFLE, MAPL HEAT & SRV TFF	72/2.2 OZ	796				\$ -				
294	SANDWICH, TRKY BRST CHS PANINI	45/8.4 OZ	352				\$ -				
295	EGG, LIQ WHL W/ CTCR ACID CTN	6/5 LB	886				\$ -				
296	DOUGH, CKY CRNVLECON FZN	320/1 OZ	953				\$ -				
297	CHIP, MULTGRN FRNCH ONION SS	104/1 OZ	1,254				\$ -				
298	TRAY, FM FOOD 10.38X8.38X1.19	4/125 EA	1,460				\$ -				
299	ORANGE, MDN BRKN SGMNT IN LS	6/#10 CN	1,552				\$ -				
300	CHICKEN, TENDR BRDD FRITR	2/5 LB	813				\$ -				
301	APPLESAUCE, UNSTN NTRL SS PLST	72/4 OZ	1,119				\$ -				
302	BAR, APPL CIN 2.5 Z FZN BKFST	48/2.5 OZ	1,162				\$ -				
303	BEAN, GRN REG CUT GRADE A FZN	20 LB	1,195				\$ -				
304	BREAD, BANA WHL WHEAT 3.4 Z	70/3.4 OZ	313				\$ -				
305	BREAD, ZCHNI 3.4 Z SLCD BULK	70/3.4 OZ	313				\$ -				
306	CEREAL, KIT APPL JACKS REDUC	44/5.8 OZ	431				\$ -				
307	CEREAL, KIT CIN TOAST CRC TFF	72 EA	261				\$ -				
308	CEREAL, KIT COCO ROOS SS BOX	60 EA	261				\$ -				

K-12 FOOD SERVICES

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Exhibit B

Market Basket Pricing

Check the appropriate column to designate if Unit Price is a Local Price, Regional Price or National Price.

Item No.	Product Description	Pack Size	Estimated Usage	Manufacturer Name	Manufacturer Product Number	Unit Price	Extended Price	Local Price	Regional Price	National Price	Comments
309	CEREAL, KIT FRTD FLAKES TFF	72 EA	260				\$ -				
310	CEREAL, KIT FRUTY CHEERIO TFF	60 EA	263				\$ -				
311	CEREAL, KIT LUCKY CHARMS SS	60 EA	350				\$ -				
312	CEREAL, KIT TRIX SS BOX SHLF	60 EA	307				\$ -				
313	CHICKEN, DCD .5 NTRL PORTN	2/5 LB	321				\$ -				
314	CHICKEN, DMSTK THIGH BRST MESQ	23.08 LB	258				\$ -				
315	CHICKEN, NUGT TENDR SHPD 1.18	264/1.18 OZ	295				\$ -				
316	CHICKEN, PCRN FRITR BRDD BRST	6/5 LB	225				\$ -				
317	CHIP, ONION FLVRD RING SS	104/75 OZ	654				\$ -				
318	CORN, CUT GRD A DMSTC FZN	20 LB	678				\$ -				
319	DRESSING, HONY MUST SS CUP	100/1.5 OZ	578				\$ -				
320	DRESSING, RANCH FT/FR NO MSG	200/0.443 OZ	620				\$ -				
321	DRINK, BRRY ALL STARS PLST BTL	2/12/12 OZ	796				\$ -				
322	DRINK, FRT PNCH ICE ALL STARS	2/12/12 OZ	1033				\$ -				
323	FRUIT SALAD, DCD IN FRT JCE	6/10 CN	297				\$ -				
324	JUICE, APPL 100% VITMN C ADDED	72/4 OZ	1845				\$ -				
325	JUICE, GRAPE 100% VITMN C	72/4 OZ	1464				\$ -				
326	LUNCH MEAT, TRKY COMBO 3 WAY	12/1 LB	448				\$ -				
327	PANCAKE, WHL GRAIN BLBRY MINI	72/2.82 OZ	347				\$ -				
328	PEAR, SLCD NW IN JCE 140-160	6/10 CN	301				\$ -				
329	PIZZA, CHS DEEP DISH CN TFF	72/4.56 OZ	279				\$ -				
330	POLLOCK, BRDD CRST PTATO 3.6 Z	10.35 LB	446				\$ -				
331	POTATO, FF WDG 8 CUT SKON FCY	6/5 LB	739				\$ -				
332	PRETZEL, SOFT NUGT WHL GRAIN	330/.5 OZ	438				\$ -				
333	SANDWICH, EGG BACN & CHS FZN	32/3.5 OZ	403				\$ -				
334	SANDWICH, PIZA CHS FLVR PCKT	96/2.3 OZ	176				\$ -				
335	SAUCE, BBQ POUCH SHLF STABL	200/12 GR	1955				\$ -				
336	SAUSAGE, SESD CRBL TRKY CKD	4/7 LB	144				\$ -				
337	SNACK BAR, BKFST CHOC BANA TFF	48/2.5 OZ	465				\$ -				
338	SNACK BAR, BKFST OTML CHOC	48/2.5 OZ	494				\$ -				
339	STRUDEL, APPL LTC FRUDEL CRUST	72/2.29 OZ	292				\$ -				
340	STRUDEL, CHRY LTC FRUDEL CRUST	72/2.29 OZ	323				\$ -				
341	SWEET ROLL, WHL WHEAT APPL	36/2.5 OZ	901				\$ -				
342	TURKEY, BRST & THIGH	4/8-10 LBA	119				\$ -				
343	TURKEY, BRST SLICED .5 OZ	12/1 LB	337				\$ -				
344	WATER, BRRY ENHCD PRFID PLST	24/16.9 OZ	585				\$ -				
345	WATER, STWBY KIWI ENHCD PRFID	24/16.9 OZ	5109				\$ -				