**Master Contract**

**No. 05315**

**Food; frozen, chilled, canned and bulk**

*For Use by Eligible Purchasers*

By and Between

**State of Washington  
Department of Enterprise Services**

and

**Food Services of America, Inc.**

Dated October 1, 2017

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**exhibit a**

**Master Contract**

**No. 05315**

**Food; frozen, chilled, canned and bulk**

This Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Food Services of America, Inc. a Delaware Corporation (“Contractor”) and is dated as of October 1, 2017.

**R E C I T A L S**

1. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
2. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Request for Proposal No. 05315 dated May 30, 2017 regarding Food; frozen, chilled, canned and bulk.
3. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
4. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
5. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

**A G R E E M E N T**

**Now Therefore**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **Term**. The term of this Master Contract is (24) months, commencing October 1, 2017 and ending September 30, 2019, with three possible two year extension options. The Master Contract is subject to earlier termination. The total contract term, including initial term and all extensions will not exceed eight years unless circumstances require a special extension. Extensions will be exercised at the sole discretion of DES upon written mutual agreement.
2. **Eligible Purchasers**. This Master Contract may be utilized by any of the following types of entities (“Purchaser”):
   1. Washington State Agencies. This Master Contract may be utilized by:
   * Washington state agencies, departments, offices, divisions, boards, and commission; and
   * Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
   1. MCUA Parties. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
   * Political subdivisions (e.g., counties, cities, school districts, public utility districts);
   * Federal governmental agencies or entities;
   * Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
   * Federally recognized Indian Tribes located in the State of Washington.
3. **Scope – Included Goods/Services and Price**.
   1. Contract Scope. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit B – Included Goods/Services* for the prices set forth in *Exhibit C – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit B – Included Goods/Services*.
   2. State’s Ability to Modify Scope of Master Contract. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
   3. Price Ceiling. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit C – Prices for Goods/Services*
   4. Master Contract Information. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
   5. DISTRIBUTION PRICE CHANGES: Distribution price changes shall be limited to changes in the Producer Price Index (or that index determined to be the most appropriate) during subsequent twelve month term(s) of the contract. A sixty day notice is required.
4. **Contractor Representations and Warranties**. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
   1. Qualified to do Business. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
   2. Suspension & Debarment. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
   3. Quality of Goods or Services. Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser’s Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser’s judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.
   4. Procurement Ethics & Prohibition on Gifts. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers’ employees.
   5. Washington’s Electronic Business Solution (WEBS). Contractor represents and warrants that it is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
   6. Statewide Payee Desk. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
   7. Master Contract Promotion; Advertising and Endorsement. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor’s goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
   8. Master Contract Transition. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
5. **Using the Master Contract – Purchases**.
   1. Ordering Requirements. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser., At a minimum, this shall include the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number. Also, please refer to Exhibit B1, Clause 7 “Electronic Ordering System”.
   2. Delivery Requirements. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
      * + 1. Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such delivers shall occur during Purchaser’s normal work hours and within the timeframe mutually agreed in writing between Purchaser and Contractor at the time of order placement.
          2. Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser’s specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence.
          3. All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser’s Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
   3. Receipt and Inspection of Goods and/or Services. Goods and/or services purchased under this Master Contract are subject to Purchaser’s reasonable inspection, testing, and approval at Purchaser’s destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser’s Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor’s expense, any or all of the damaged goods and/or services or, at Purchaser’s option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
   4. On Site Requirements. While on Purchaser’s premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser’s physical, fire, access, or other security requirements. Please refer to Exhibit B1, Clause #34 “Institution Security”.
6. **Invoicing & Payment**.
   1. Contractor Invoice. Contractor shall submit to Purchaser’s designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
      * + 1. Master Contract No. 05315
          2. Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
          3. Contractor’s Federal Tax Identification Number
          4. Date(s) of delivery
          5. Invoice amount; and
          6. Payment terms, including any available prompt payment discounts.

Contractor’s invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

* 1. Payment. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of $1. Payment is not considered late if a check or warrant is mailed within the time specified.
  2. Overpayments. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
  3. No Advance Payment. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
  4. No Additional Charges. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
  5. Taxes/Fees. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

1. **Contract Management**.
   1. Contract Administration & Notices. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services’ contract administrator shall provide Master Contract oversight. Contractor’s contract administrator shall be Contractor’s principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

|  |  |
| --- | --- |
| **Enterprise Services** | **Contractor** |
| Attn: Scott Schumacher Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411  Tel: (360) 407-8527  Email: scott.schumacher@des.wa.gov | Attn: \_\_populate with FSA information\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Tel: (xxx) xxx-xxxx  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

* 1. Contractor Customer Service Representative. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
  2. Legal Notices. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

|  |  |
| --- | --- |
| **Enterprise Services** | **Contractor** |
| Attn: Legal Services Manager Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411  Email: [greg.tolbert@des.wa.gov](mailto:greg.tolbert@des.wa.gov) | Attn: Lita Lindholm Food Services of America 18430 East Valley HWY Kent, WA 98032  Email: [lita\_lindholm@fsafood.com](mailto:lita_lindholm@fsafood.com) |

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

1. **Contractor Sales Reporting; Vendor Management Fee; & Contractor Reports**.
   1. Master Contract Sales Reporting. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
      * 1. Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services’ Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
        2. Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
        3. Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

|  |  |
| --- | --- |
| **For Calendar Quarter Ending** | **Master Contract Sales Report Due** |
| March 31: | April 30 |
| June 30: | July 31 |
| September 30: | October 31 |
| December 31: | January 31 |

* 1. Vendor Management Fee. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).
     + 1. The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.

* + - 1. The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
      2. Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors arenot to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.
      3. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
      4. Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
  1. Annual Master Contract Sales Report. Upon request, Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by compatible with MS Excel.
  2. Small Business Inclusion. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract’s records retention requirements.

1. **Records Retention & Audits**.
   1. Records Retention. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
   2. Audit. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor’s books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
   3. Overpayment of Purchases or Underpayment of Fees. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor’s records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor’s records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).
2. **Insurance**.
   1. Required Insurance. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
   2. Workers Compensation. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
3. **Claims**.
   1. Assumption of Risks; Claims Between the Parties. Contractorassumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor’soperations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor’srisks. Contractorshall pay for all damage to any Purchaser’s property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
   2. THIRD PARTY Claims; Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys’ fees, consultant fees, and expert fees (collectively “claims”) arising from any act or omission of Contractoror its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers’ negligence. Contractorshall take all steps needed to keep Purchaser’s property free of liens arising from Contractor’sactivities, and promptly obtain or bond the release of any such liens that may be filed.
4. **Dispute Resolution**. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.
5. **Suspension & Termination; Remedies**.
   1. Suspension & Termination for Default. Enterprise Services may suspend Contractor’soperations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services’ reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractorremains in default, Enterprise Services may terminate Contractor’srights under this Master Contract. All of Contractor’sobligations to Enterprise Services and Purchasers survive termination of Contractor’srights under this Master Contract, until such obligations have been fulfilled.
   2. Default. Each of the following events shall constitute default of this Master Contract by Contractor:
6. Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor’s obligation to pay contract management fees when due;
7. Contractor breaches any representation or warranty provided herein; or
8. Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
   1. Remedies for Default.
9. Enterprise Services’ rights to suspend and terminate Contractor’srights under this Master Contract are in addition to allother available remedies.
10. In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
    1. Limitation on Damages. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.
    2. Governmental Termination.
11. Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services’ procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
12. Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services’ judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
    1. Termination Procedure. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
13. **General Provisions**.
    1. Time Is of the Essence. Time is of the essence for each and every provision of this Master Contract.
    2. Compliance with Law. Contractor shall comply with all applicable law.
    3. Integrated Agreement. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
    4. Amendment or Modification. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
    5. Authority. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
    6. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
    7. Assignments. Contractor may not assign its rights under this Master Contract without Enterprise Services’ prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
    8. Binding Effect; Successors & Assigns. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
    9. Public Information. This Master Contract and all related documents are subject to public disclosure as required by Washington’s Public Records Act, RCW chapter 42.56.
    10. Assignment of Antitrust Rights Regarding Purchased Goods/Services. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor’s obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
    11. Federal Funds. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
    12. Severability. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
    13. Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
    14. Survival. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
    15. Governing Law. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
    16. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
    17. Attorneys’ Fees. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
    18. Fair Construction & Interpretation. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
    19. Further Assurances. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
    20. Exhibits. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
    21. Captions & Headings. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
    22. Electronic Signatures. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
    23. Counterparts. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.
14. Diverse Business Inclusion.  Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities.  Diverse businesses are defined in WEBS as follows:  small business, microbusiness, minibusiness, Washington State Office of Minority and Women’s Business Enterprises (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veterans Affairs (DVA) certificated veteran-owned business. Contractor shall report to Enterprise Services its spend with certified diverse businesses.  Such reports shall include the period covered, the authorized dealer, and sales amount by Purchasing Entity to such authorized dealer. Reporting shall be provided quarterly when Master Contract Sales Reporting is completed. Please refer to Exhibit G; “Copy of Manual Tracking for Diversity” is an example spreadsheet to be utilized and submitted to Enterprise Services.

**Executed** as of the date and year first above written.

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| --- | --- |
| **State of Washington Department of Enterprise Services** | **Food Services of America, Inc., a Delaware Corporation** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Greg Tolbert | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Randy Xavier |
| Its: Legal Services Manager | Its: Branch President |

**exhibit b1**

**Included Goods/Services**

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1. PRICE CHANGES & aUDITS

**Subsequent Contract Product Price Changes**: Contractor may change prices **weekly** for products considered “Perishables” to reflect changes in the actual delivered price. The changes to the ordering system/catalog/ordering guide are to be made by Thursday, to be in effect the following Sunday.

Contractor may change prices **monthly** for products considered “Non Perishables” to reflect changes to the actual delivered price. The changes to the ordering system/catalog/ordering guide are to be made by the 26th day of each month, to be effective the first day of the following month.

**Distribution Price Changes**: Distribution price changes for options exercised under the Contract shall be limited to changes in the Producer Price Index (or that index determined to be the most appropriate) during subsequent twelve month term(s) of the contract (changes can be based upon numerous factors such as fuel, wages, etc.). Upon award, Contractor will be required to provide a detailed breakdown of the elements representing the distribution price. This will enable CPRM to clearly and fairly consider future requests for adjustment, how they were based and how they will be applied.

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

1. REBATES AND DISCOUNTS

The following instructions for rebates and discounts refer to those which are in addition to any State of Washington negotiated food discounts and Food Show Discounts. As discussed in the following sections, all State of Washington customer negotiated food discounts and Food Show Rebates must be given in the form of a **deviated** price.

Rebates and discounts are to be returned or credited on future purchases to the Purchaser when they are directly attributable to sales resulting from orders exclusively submitted by State of Washington food customers. Additionally, any rebates and discounts offered to any commercial customer or other governmental organization shall be given to state customers and returned to the customers in the form of an up-front price reduction (resulting in a lower delivered invoice price to the customer/reduced catalog price).

The Contractor shall be as aggressive as possible in pursuing all rebates, including mail-in coupons and discounts for the customers supported under this contract. Notwithstanding the requirements included herein, Contractor warrants, at a minimum, that the State of Washington and its customers will receive rebates and discounts equal to or better than the Contractor's most favored commercial or other state customer. The Contractor will provide a description of those rebates and discounts meeting the requirements herein as part of its offer in accordance with the provisions outlined herein.

A rebate report shall be provided to CPRM on a quarterly basis (or as requested). This Rebate Report shall be a break out of all rebates by manufacturer, then sorted by customer/institutional facility. The state reserves the right to audit, or have a designated third party audit, applicable records to ensure proper administration of the rebate program and ensure that monies due to the State have been properly returned in accordance with the offer. In the event that the state contracts with a third party to perform this function, Contractor agrees to cooperate in full by willingly providing the necessary information to ensure the most favorable results for the state customers. Repetitive instances of rebates not being properly returned may be considered complete cause for contract termination.

1. CONSISTENT PRICING AND CREDITS

A report shall be provided to the customer and CPRM quarterly (or as requested) providing evidence that pricing consistent with pricing in effect at time of order placement was invoiced.

A report shall be provided to the customer and CPRM quarterly (or as requested) providing evidence that applicable credits have been extended and processed. Normally the expectation is that credits due are applied within three to five business days after notification.

1. FOOD SHOWS

State of Washington food customers (Food Service Managers) intend to actively participate in Contractor Food Shows for the purpose of obtaining food show "allowances". These allowances are negotiated by the individual customers or CPRM with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with normal commercial practice may be used to negotiate the allowances or savings.

The Contractor is required to advise CPRM and/ or Customer Food Service Managers of all Food and/or Restaurant and Equipment Shows that are conducted throughout the course of the Contract. This includes Annual Shows, as well as Regional, National, Local and/or Mini Food Shows. The State of Washington reserves the right to participate.

Approximately one (1) month prior to the show, the Contractor shall furnish CPRM and Customer Food Service Managers with the following information:

1. List of brokers/manufacturers attending the Show with a map showing booth locations
2. Effective period of the allowances.
3. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked.
4. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:
5. Contractor Part or SKU Number.
6. Product Description & Manufacturer/Brand
7. Usage quantity.

At the end of the Food Show allowance period, the Contractor shall prepare a Food Show savings report by customer. This shall be completed and provided to CPRM with other quarterly usage information requirements (or as requested).

Food Show Allowances must be passed on to Purchasers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified timeframe. The deviated price is the unit price that is to be submitted as a Contractor catalog transaction during this time frame.

1. CUSTOMER SERVICE

The Contractor shall treat each and every Purchaser covered under this Contract as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the Purchasers covered under this Contract.

1. special order and new items

If a Purchaser desires to order an item that is not part of the Contractor's inventory, the Contractor will be allowed a total of thirty (30) days to source items and add them to the Contractor’s commercial catalog and online ordering system. These items should then become a permanent part of the Contractor's inventory if it appears that these items will be ordered on a regular basis (if movement of 20 cases or more per month for the entire state is anticipated). Purchasers will be required to keep the Contractor informed of future ordering practices to assist in inventory planning. Conversely, when Contractor changes an item from regular to special order, they shall provide at least one week advance notice to Purchaser(s).

The Contractor shall assume the responsibility of introducing new food items that are consistent with the Purchaser’s continuing food program.

The Contractor shall recommend alternate or substitute products that are more cost effective.

1. Electronic ORDERING SYSTEM

Customers will place orders directly to the Contractor through a commercial online ordering system provided at no cost by Contractor to Purchasers. The Contractor shall provide Purchaser the information, training and customer service/repair necessary to perform the ordering. If Contractor-owned software and/or hardware are furnished, the Contractor shall be responsible for its installation and maintenance. All such software and/or hardware will be provided free of charge and shall remain the property of the Contractor. It will be returned to the Contractor at the conclusion of the contract.

It is conceivable that all items available to be purchased through the Contractor’s ordering system will not be appropriate for ordering due to some restriction. Therefore, it is necessary for Contractor to be able to install a "“locking feature, device or lock out” that would preclude these types of items from being ordered. Due to additional internal controls, the Purchaser may also provide the Contractor a list of other items required to be blocked.

The products ordered through the commercial system shall be received according to accepted receipt procedures at the facility. The receiving official shall document and sign the delivery ticket /invoice as the shipment is being made but before the delivery truck leaves the customer.

The Contractor shall be responsible for providing on-site customer training on the use of the electronic ordering system. Furthermore, the Contractor shall be responsible for providing training materials, i.e. user manuals, etc. to the customer.

Any emergency service or repair calls for Contractor equipment and/or software shall be made on an unlimited basis at no additional cost to the State. Upon receipt of notice that any part of the contractor-owned equipment is not functioning properly, the Contractor shall, within 24 hours after notification by the State, furnish a qualified representative to inspect the equipment and return to normal and efficient operating condition. If repair is not feasible, the Contractor shall provide a replacement at no cost. By either repair or replacement, the ordering facility shall not be without an acceptable ordering system for more than forty-eight hours.

The ordering system shall ensure that Purchaser receives a confirmation order at the Purchaser’s location. As a minimum, the confirmation shall include the time identification, quantity to be delivered, unit of issue, delivered price and delivery order number.

Product substitutions will not be allowed unless approved by the receiving location in advance. Substitutions must be of a like item of equal or greater value, meeting or exceeding outlined specifications and charged to the customer at the contracted price. If an item is provided as a substitution, it must be a like item of comparable size, quantity, quality, case count or content, and nutritive value or it will be considered a substitution against the weekly fill rate. All items not provided as ordered, or without a substitution, will go against the weekly fill rate and must be reported in writing on a weekly basis.

1. PRODUCT QUALITY

Acceptance of products delivered under this Contract will be limited to products processed and packed from the latest pack available or the latest seasonal pack during the Contract period. All products delivered shall be as fresh as possible and within the manufacturer’s’ established shelf life (i.e. Best if Used by Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer. Based upon customers’ historical ordering patterns, Contractor shall ensure that products delivered will be consumed within the manufacturer’s established shelf life.

A commercial standards Hazard Analysis Critical Control Point (HACCP) program should be used to maintain temperatures appropriate for individual items.

1. Level of Product Quality

When designating an item as a match for the item in the product listing the item must be:

1. Identical in respect to packaging and packing when the unit of issue is not described by weights (e.g. pound or ounce). For example “”Fruit Cocktail, Canned “”is described as "”Light or Heavy Syrup Pack, US Grade A or B, no. 2 1/2 size can, 24 per case"” Substituting a No.10 can and modifying the unit of issue ratio cannot fill the requirement for this item. The same holds true for items described as package (PG), or bag (BG), unless agreed upon by the Purchaser prior to receipt of the said product.
2. Identical for portion control items, except that pack size may vary. For example, "“Beef Braising Steak, Swiss “”is described as "“frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz. each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box"” The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15 lb. box, it would be acceptable by modifying the unit of issue ratio for customer ordering. In respect to the previous examples, the customer ordering activities require continuity with the previously established unit of issue for proper inventory and accounting within the Purchaser’s activity and/or for the purposes of menu planning and ordering actions.
3. PRODUCT NUMBER UPDATE

When the ordering system requires the matching of your part number to a previously established item number or Alternate Item Number (AIN), the item must meet or exceed the established item description, which includes the Unit of Issue. If the item does not meet the established description, or if there are any new items that the customer requests, then an AIN may be requested.

1. HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PROGRAM

Definition: HACCP is a system of preventative controls and scientific testing designed to improve the safety of products from “farm to table"” Food and Drug (FDA) and Food Safety and Inspection Service (FSIS) HACCP regulations require the industry to verify the effectiveness of its operations by continuous monitoring of the controls established, end item product testing, and careful record keeping of the complete HACCP system. The state will review each plant'’ records and conduct other in plant inspection activities to verify that proper food safety procedures are being followed in accordance with the establishment'’ HACCP plan. The HACCP-based system requires a commitment by establishments to consistently control operations in the interest of public health.

FDA HACCP Regulation: The regulation requires all seafood companies in the U.S. and importers of seafood products into the U.S. to be operating under the regulatory HACCP-based regulation.

1. QUALITY PROGRAM

Contractor shall utilize a supplier selection or certification program to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall equal that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.

The Contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality
2. The usage of First-In, First-Out (FIFO) principles
3. Product shelf life is monitored
4. Items are free of damage
5. Correct items and quantities are selected and delivered
6. Customer satisfaction is monitored
7. Product discrepancies and complaints are resolved and corrective action is initiated
8. Supplier, FDA, or state initiated food recalls are promptly reported to customers and CPRM
9. Compliance with EPA and OSHA requirements
10. Salvaged items or products shall not be used (unless specifically requested and are available at discounted prices)and
11. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for those products.
12. WAREHOUSING AND SANITATION PROGRAM/HACCP

The Contractor shall develop and maintain a sanitation program to comply, at a minimum, with the Code of Federal Regulations, Title 21, Part 110 and other applicable federal, state or local standards. Records of inspections performed by the Contractor, subcontractor, or recognized industry association shall be maintained and made available to the state at the DES Contract Administrator’s request. Any findings by the Contractor or its agent documenting a critical sanitation deficiency shall be reported immediately to the DES Contract Administrator with an attached report of corrective action.

1. PRODUCT SANITARY APPROVED SOURCE REQUIREMENTS

Applicable food products, e.g. poultry, dairy and seafood items delivered to customers shall originate either from an establishment which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA).

1. STORED PRODUCTS PEST MANAGEMENT PROGRAM

The Contractor shall develop and maintain a stored products pest management program for food and other co-located non-food items. Accepted industry standards for pest management shall include, but are not limited to, the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act (as amended), the Food, Drug, and Cosmetic Act of 1938, and pertinent federal, state and local laws and regulations.

1. PACKAGING, PACKING, and LABELING
2. All packaging and packing shall be in accordance with good commercial practices. Labeling shall be in accordance with national UPC bar coding complying with the Federal Food, Drug and Cosmetic Act and regulation promulgated there under. USDA nutritional labels shall be included on products delivered to institutions requesting this labeling (such labeling is mandatory for customers receiving National School Lunch Program reimbursement). Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
3. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
4. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging will protect the product from freezer burn and contamination.
5. All fresh poultry items will be packed in ice packed cartons or gas flush cartons.
6. All fresh seafood items will be in ice packed cartons.
7. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting.
8. Products for individual customers/dining facilities must be segregated. The intention is to provide expeditious off loading and delivery to the Purchaser.
9. MARKINGS
10. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN"” "KEEP REFRIGERATED"” etc. shall be used on all cases when appropriate.
11. To the maximum extent possible or when requested by customer, nutritional and ingredient labels shall be placed on the products.
12. All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred, but code dating is acceptable. If the Contractor does not use open dating, they shall provide a product code number key to each customer facility. Items other than semi-perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, “Best if Used by Date”, or similar markings.
13. JUICE AND DRINK DISPENSER programs

1. When requested, the Contractor shall furnish beverage dispensing machines for the beverage products either specified herein or subsequently ordered by customer, at no additional charge. All management, labor, transportation, and supplies required to repair and maintain the Contractor'’ equipment shall be the sole responsibility of the Contractor.
2. The Contractor shall furnish mechanically refrigerated and non-refrigerated dispensing machines and heads suitable for use with the Contractor bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the customers’ facility to accommodate the specific needs of each customer.
3. The Contractor will provide a technically qualified service representative who will perform monthly maintenance and quality control inspections on each dispensing system at no additional charge. If more frequent maintenance is deemed necessary, the Contractor must provide this additional service at no additional cost. Any emergency service or repair calls shall be made on an unlimited basis at no additional cost to the state. Upon receipt of notice that any part of the proposer-owned equipment is not functioning properly, the Contractor shall, within 24 hours after notification by the state, furnish a qualified representative to inspect the equipment and return to normal and efficient operating condition. If repair is not feasible, the Contractor shall provide a replacement at no cost. The customer shall not be without operational dispensing equipment for more than 24 hours.
4. Certain customers (primarily DOC) may require equipment modification for locking and securing devices on the equipment. These modifications will be provided as required by the customer facility at no additional cost to the customers.
5. Any equipment or material furnished by the Contractor shall remain the property of the Contractor and must be returned to the Contractor at the conclusion of the contract in the same condition in which it was received, normal wear and tear excepted.
6. It is reasonable for the Contractor to require written agreement from the customers that the dispensers will be used only for dispensing designated products.

DELIVERY AND ACCEPTANCE

1. ITEM AVAILABILITY

Items must be stocked in sufficient quantities to fill all customer requirements. It is critical that items ordered be routinely delivered on a "skip day basis”, at a minimum. NOTE: If movement of 20 cases or more of an item per month is anticipated (combination of all state facilities), the must stock that item within thirty days of notification.

1. DELIVERY

Deliveries shall be F.O.B. destination to all Purchaser delivery locations. All items will be delivered to Purchaser location, free of damage, with all packaging and packing intact. All deliveries must be palletized, labeled with name of receiving location, and wrapped in clear wrap. Additional trucks will not be required. Typically, pallets are stacked to maximize efficiency. If a customer requires certain pallet height this will be discussed by Contractor and Purchaser. Some pallets may contain only a few items for separate customers to maintain efficient loads.

Frozen foods, refrigerated foods, and non-refrigerated foods are to be palletized separately. The Contractor’s delivery person(s) will be responsible for product unloading. Any items that are missing from the order or damaged prior to this point will be the responsibility of the Contractor and shall be replaced within 24 hours. The Contractor shall remove all excess pallets used for delivery from the delivery point.

Delivery trucks will maintain foods at the appropriate temperature during transportation and delivery (frozen foods at less than 10 degrees Fahrenheit, and refrigerated/perishable foods at less than 41 degrees Fahrenheit).

1. Deliveries shall be made one or two times per week to each Purchaser, unless less frequent stops are requested and/or agreed upon by the Purchaser. Certain Purchasers, such as hospitals may require additional deliveries due to such factors as less storage capacity. Saturday deliveries may be desirable for some customers and may occasionally be necessary. During emergency responses (such as for Department of Natural Resource during fire season), daily deliveries may be necessary to incident locations.
2. All items delivered must meet or exceed minimum standards described or the Contractor will replace the item(s) within 24 hours or provide a credit, whichever the customer prefers.
3. Institution delivery routes and stop-off sequence will be developed by the Contractor in coordination and acceptance/approval by the individual Purchasers..
4. All deliveries are subject to inspection at destination. Non-conforming products may be rejected at Contractor’s expense.
5. FILL RATE CALCULaTIONS AND PENALTIES

Contractor shall maintain a 98% fill rate with the goal of a 99% fill rate.

Monthly order fill rates shall be calculated on an on-time, per order basis and tracked for quarterly submission or as requested to the CPRM.

The fill rate shall be calculated as follows and shall not include damaged cases, etc; for example:

Cases accepted X 100 = fill rate %

1. Cases ordered

In order to correctly calculate fill rates, all items ordered shall be shown on the shipping invoice/packing slip. Backordered or discontinued items shall be clearly annotated. Price and specification must match item originally ordered.

The fill rate shall be calculated with and without substitutions (miss picks shall not be excluded from the overall fill rate calculation).

*Note:* Substitutions must be approved by authorized customer personnel prior to shipment. Sufficient advance notification (as mutually agreed but preferably 48 hours prior to shipping) must be provided of substitutions to give customer adequate opportunity to change menus if required.

Should the monthly fill rate for Purchasers, with accepted substitutions, fall below the fill rate agreed to in the Contract, the State, at their discretion, may assess a penalty of up to 25% of the distribution fee for the items that were not accepted during that month. This penalty shall be returned directly to the affected customer in the form of a credit to be used against future orders.

1. HOLIDAYS

All orders are to be delivered on the specified delivery date, except for state holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer in advance. Please note that deliveries for emergency responses may be required on holidays or weekends.

State of Washington Holidays: New Year’s Day, Dr. Martin Luther King Jr’s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Day.

*Note:* Saturday holidays are celebrated on the proceeding Friday; Sunday holidays are celebrated on the following Monday.

Holidays celebrated by your firm, other than those specified above, must be identified in your response to this RFP. Also specify your policy for celebrating holidays that fall on the weekend if different from that noted above.

1. SUPPLEMENTAL ORDERS

The Contractor may be asked to fill supplemental orders for Purchasers. All supplemental orders for products should be next day or next scheduled delivery day service. The selected Contractor will provide DES the name of the Contractor’s representative responsible for notification of receipt and handling of such supplemental service and his/her phone number for inclusion in the contract and contract file.

1. AUTHORIZED RETURNS

The Contractor shall accept returns, with no charge, under the following conditions:

1. Products shipped in error
2. Products damaged in shipment
3. Products with concealed or latent damage
4. Products that are recalled
5. Products that do not meet shelf life requirements
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule
7. Products delivered in unsanitary delivery vehicles
8. Products delivered that fail to meet the minimum / maximum specified temperature
9. Quantity excess as a result of order input error
10. Unused items delivered for emergency responses may be returned for full credit if still in factory sealed containers, have not been damaged and are still within the shelf life stated.
11. Any other condition not specified above that is deemed to be valid reasons for return by the Food Manager.
12. SHORT SHIPMENTS / SHIPPING ERRORS

Short shipment will be noted by the receiving official on the delivery ticket /invoices accompanying the shipment. The invoice must list all items delivered.

1. CATALOG ORDER GUIDE

The Contractor shall provide a catalog order guide (electronic version) with descriptions and pack sizes, to each of the Purchasers serviced under this Contract. At a minimum, the order guide should list the item description, specifications, the Contractor’s part number, the manufacturer’s part number, and the product brand for each item.

1. CUSTOMER SUPPORT

The Contractor shall provide at least one (1) full time Customer Service representative to maintain continuous contact with the ordering activities during normal business hours (8:00 am to 5:00 pm Monday through Friday). The name of the representative and the phone number, cell phone number, email address, or any other method of communicating with the representative, shall be furnished to Purchasers upon award. A backup person who is sufficiently trained to assume these duties shall be designated and be available in absence of the primary Customer Service representative.

A toll free number must be provided.

INSPECTION AND ACCEPTANCE

1. GENERAL INFORMATION
2. Inspection and Acceptance of products will be performed at Purchaser’s destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by the Customer Food Service Manager.
3. All deliveries may be subject to health inspections. In addition, the delivery vehicles may be inspected for cleanliness, condition and truck temperatures.
4. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product, unless agreed by the authorized receiving official (Purchaser). All overages/shortages/returns are to be noted on the delivery ticket by receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.
5. The Contractor shall attach three (3) copies of the delivery ticket/invoice to the shipment. The receiving official will use the ticket/invoice as the receipt document. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.
6. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

In order for frozen items to be accepted by the receiving activity in addition to the requirements above, the following criteria must be observed:

1. Packages must be solid, not soft, upon arrival.
2. Container and wrapping must be intact and in a solid condition.
3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes, off odor) or dehydration.
4. Cello wrapped packages will not be discolored or show other signs of freezer burn.
5. REJECTION PROCEDURES

If product is determined to be defective, damaged, or compromised in any other manner, it may be rejected by the receiving official.

1. When product is found to be nonconforming or damaged or otherwise suspect, the receiving official will determine the course of action to be taken with the product in question. The final decision rests with the Food Manager of the facility. For unauthorized substitutions, Purchaser will determine whether to reject or accept, and if accepted, reserves the right to reimburse Contractor only that amount allotted for the original product ordered.
2. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on Purchaser needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that food service requirements do not go unfulfilled for that day. The re-delivered items will be re-delivered under a separate invoice utilizing the same purchase order number for the discrepant line. These re-deliveries will not constitute an emergency or supplemental requirement and therefore will have no additional charges.
3. In the event that a product is rejected after initial delivery has been made, the Contractor will pick up the rejected product. While pick up is acceptable during the next delivery date, it will normally be expected to be within forty-eight (48) hours for perishable and within thirty (30) days for non-perishable goods. If Contractor fails to pick up the rejected products within those timeframes, Purchaser reserves the right to consider them property of the state and dispose of them as seen fit, with no reimbursement to Contractor. Credit due to the Purchaser as a result of the rejected product being returned, will be handled through a receipts adjustment process in the ordering system. If the Contractor has already been paid for the product, a credit will be issued through the Purchaser’s financial system.
4. If a Purchaser requires a one-to-one replacement, no additional paper work is necessary. The Contractor delivery ticket/invoice will show that product is a replacement for a rejected item. The invoice shall reference the Purchase Order Number of the originally ordered product. In addition, a copy of the credit memo from returned product must be attached to the invoice.
5. Purchaser shall inspect product as promptly as practicable, normally within 48 hours for perishable and thirty days for non-perishable. However, failure to promptly inspect or accept supplies shall not relieve the Contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
6. Supplies transported in vehicles, which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.
7. WARRANTIES

The products furnished under the resultant Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such products, and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the state by other terms and conditions contained in the Contract.

1. QUALITY SYSTEM & MANAGEMENT VISITS

The State and/or its designated representative may conduct Contractor quality and management visits to review the Contractor methods used to meet the terms of the contract and to verify that those terms are being met. The visits will also ensure that the quality level of the materials supplied are at a satisfactory quality level and are uniform for all Purchasers, as well as that there is no product misrepresentation or substitution. These visits may include on-site visits to subcontractors and/or product suppliers. The Contractor shall make all arrangements for visits by state designated personnel to Contractor, subcontractors and suppliers. A visit agenda and schedule will be provided at least five (5) business days prior to any visit. The Contract Administrator will forward a report detailing any issues requiring corrective action or other adjustments.

1. INSTITUTION SECURITY

Washington State law prohibits a person from bringing any contraband, such as narcotic substances, weapons or intoxicating liquor onto the premises of any Department of Corrections (DOC), or Department of Social and Health Services (DSHS) Juvenile Facilities, Correctional Institution or Mental Health Division facility. (Reference WAC 275-80-805, WAC 275-80-900, RCW 72.05.130).

DSHS institutions for the developmentally disabled are not considered "“secure “”in the above context. Nevertheless, it is the intent of the State of Washington to protect the interests and welfare of all institutionalized residents entrusted to its care.

An unauthorized introduction of any contraband onto the premises of any Washington State institution by a Contractor, or a Contractor'’ employee may result in the immediate cancellation of this Contract.

The Contractor is required to have sufficient personnel to rotate drivers for deliveries at secured institutions. Contractor representatives and drivers must be able to produce satisfactory personal identification upon request at the institution. The identification presented must match the pre-approved identification that will be provided to the Contract Administrator upon award of the Contract. This information will include Drivers Name, Date of Birth, and SSN.

1. MINIMUM ORDERS

Contractorimposed minimum orders are not permitted for state agencies, colleges and universities under the terms of this contract, nor will future requests for minimum orders be considered.

36.MANAGEMENT REPORTS

The following reports are to be submitted to the DES Contract Administrator or Purchaser upon request:

fill Rate Report: The Contractor shall report quarterly fill rate information to each customer, which shall include the following:

1. Number of orders received by the Contractor;
2. Number of orders delivered by the Contractor;
3. Items ordered but not delivered, including item name, item description, item order number, and quantity;
4. Items substituted without prior approval by the Purchaser, including item name, item description, item order number, and quantity

Substitution Report: A weekly report indicating product outages and substitutions and the fill rate percentage (number of substitutions and outages compared to number of items ordered) specific to each institution. The report must also detail which items were out, which items were substituted, and a full description of both the substituted item and the substitute, as well as prices, quantities and pack size descriptions for both the items substituted and each substituted item.

Customer Service Report: The Contractor shall develop, and provide a quarterly report summarizing all discrepancies and complaints from the ordering activities and their respective resolutions.

General Rebates: On a quarterly basis, all rebates that have been passed along to the Purchaser via off-price reductions, or that are due to Purchasers, shall be summarized by listing each customer and the rebate amount. Also include the manufacturer offering the rebate and the product usage. The total should be per Purchaser and per Contract.

State of Washington Negotiated Food Discount Program: This quarterly report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing this program. List each customer, the program amount, the manufacturer/broker name, and quantity ordered. Program figures should be listed per customer, per contract and per manufacturer.

Food Show Rebates: This quarterly report should show a detailed break out of all savings received at Food Shows. This report is not a quarterly requirement, but is based on the timing of Food Shows. List each Purchaser, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

Quarterly Usage Reports: Contractor(s) will be required to provide quarterly sales reports, based upon total dollars sold per customer agency via the internet at <http://fortress.wa.gov/ga.apps/CSR/login.aspx>. Reports are to be submitted within thirty (30) days after the end of the calendar quarter (no later than April 30th, July 31st, October 31st and January 31st). For this contract, sales to political subdivisions are to be identified by each customer location (rather than a grand total sold to political subdivisions).

The DES Contract Administrator must be provided the following purchase information per customer agency/location upon request:

Line item detail of products sold:

1. Description
2. Contractor stock number and brand name
3. Unit of Issue
4. Units sold
5. Cost per unit
6. Total dollars per line item sold

Traceability Reports

On a monthly basis, Contractor shall provide a report of all locally grown food. This report shall include the following items:

1. The sourced food item(s);
2. Where the sourced food items came from;
3. Date Contractor sourced the food item(s)

Other reports: any other reports as agreed to by the contractor at time of contract award

1. RCW [39.26.280](http://app.leg.wa.gov/rcw/default.aspx?cite=39.26.280) - PCBS

In accordance with RCW [39.26.280](http://app.leg.wa.gov/rcw/default.aspx?cite=39.26.280), the Contractor certifies that the product packaging materials do not contain polychlorinated biphenyls (PCBs) of one part per million.

**EXHIBIT B2**

**CONTRACTOR’S RESPONSES TO RFP QUESTIONS**

1. **Product availability**

**Describe current product mix, i.e. national brand item vs. private label items. Indicate if you can supply all food items that might normally be requested by the types of customers described in this RFP. (If you state you will be able to supply all items, it is expected that any item not currently in your inventory at the time of the award that is requested by one of our customers during the Post Award cataloging process, will be readily available for issue upon the “first order”****)**

*Food Services of America Seattle has 13,000 items in stock to supply Food Service Needs. The FSA inventory has a blend of 64% national brand and 36% private label brand products.*

*The inventory is comprised of thirteen major product categories. Beverages, fruit/vegetables/juices, shortening/oil/margarine, dry groceries, produce, fresh & frozen seafood, refrigerated protein, frozen fruits & vegetables, frozen protein, frozen miscellaneous, disposable, janitorial & chemicals, and supplies and equipment. We will be able to supply the Food Service product needs for the State of Washington as identified in RFP No. 05315.*

1. **FILL RATE**

**98% is the required fill rate; please describe how you have the capability to meet proposed contract ordering and delivery requirements in a timely manner.**

*The fill rates for Food Services of America Seattle are 99.24% with substitutions and 99.06% without substitutions. The procurement department at FSA Seattle manages inventory with the “Evant automated replenishment system”. The Evant system is the primary tool the buyers use to meet service level requirements to manage our inventory and meet customer service level requirements.*

*Our Demand Forecasting Tool allows our Sales Associates to communicate with our Procurement department all future usage for items for a customer or group of customers.  Providing accurate forecasting of future sales on each item ensures we meet the highest service levels for our customers.*

1. **cUStomer Service**

**Describe customer services that may add more value to this acquisition. Include your staffing plan to support this account.**

*Along with an account executive, Food Services of America Seattle has a professionally trained sales support department. The duties and responsibilities for each staff member are to provide a greater customer experience to every FSA customer. Staff member provide the following services to our customers:*

*Verify that all orders are in the system.*

*Manage order guides and add new items to guides.*

*Communicate Holiday delivery schedules in advance with each customer.*

*Notify customers with product shortages.*

*Place special orders for customers.*

*Assist with emergency orders when required.*

*Communicate all Food Show events in advance.*

*Communicate to our buyers, inventory par level adjustments.*

1. **BACKORDERS, OUT-OF STOCK, SUBSTITUTIONS AND RECALLS**

**Within the guidelines we’ve provided, please describe your process of advising customers of manufacturer’s backorders, not in stocks, substitutions and recalls.**

*Sales support associates communicate item shortages and manufacturer shortages to our customers. Customers may choose to have substitute items sent on their orders if shorted or request no substitute items to be delivered. The FSA order entry system can accommodate each customer and set the flag to sub yes or no. Sales support associates notify customers of any major item shortages prior to delivery. FSA has in place an automated “RECALL SYSTEM”. In the event of a product recall, all appropriated FSA associates are notified by email, and phone with in minutes once the recall is sent. The pertinent information for all the items recall is listed. The item description, item number, date of manufacturer and cases received by FSA location are listed. Customers who received the recall product are notified within minutes of the recall and asked to isolate the product for return to FSA. The product is then returned to the vendor or staged for appropriate disposal.*

**5.BREAKING CASES**

**Describe your firm’s policy on breaking cases, indicating the number or type of items for which this can be done.**

*The break case program at FSA is quite simple and reasonable when applied to our inventory selection. We offer a wide selection of break case items to satisfy our customer needs by product family. For example: Spices, Condiments, Dressings, Canned Fruits & Vegetable, Fresh Product, Frozen Desserts, Frozen Vegetables, Disposables, Supplies & Equipment and Cleaning Chemicals. We break case on approximately 900 items with our current inventory selection.*

**6.SUPPLEMENTAL ORDERS**

**Describe your plans to handle supplemental orders. Be sure to include not only how you will handle the orders, but also the upcharge, if any, that you will place on these “supplemental orders”. Indicate your response time to a supplemental order.**

*Supplemental emergency orders may be placed by 4:00 p.m. for next day delivery with sales support and approved by operations. In extreme cases, same day order entry and delivery may be processed if ordered early in the day with sales support. The same day emergency orders must be approved by the operations department and only allowed when transportation vehicles and manpower are available. There will be not charge for occasional emergency deliveries to locations within twenty miles of the FSA distribution center. Locations greater than twenty miles and considered remote may share fuel and labor expense. The shared expense will be determined by the Vice President of Sales.*

1. **LOGISTICS, IMPLEMENTATION AND EMERGENCY PLANS**

**Provide a logistics and implementation plan that addresses how the location of your firm’s warehouse (s) will enable you to support the customers during normal deliveries as well as emergencies. Describe your firm’s emergency preparedness plan which includes how you will be able to continue to service your customers.**

*FSA services Washington State customers from three warehouse locations located in Kent, Everett and Spokane. All three FSA locations are broad line state of the art facilities with dry, chill and freeze capacity. The Everett facility was opened on 35 acres in the year 2000 with 162,707 square feet of dry, chill and freeze space. The Everett facility delivers to those customers located from the center of Seattle, north to Bellingham and Wenatchee. The Kent facility has 252,000 square feet of dry, chill and freeze space. The Kent facility delivers from the center of Seattle to the Oregon border, east to Yakima and west to Port Angeles. The Spokane facility has 200,000 square feet of dry, chill and freeze space. The Spokane facility delivers to customers from Spokane to Yakima, south to Pullman and to northeast Idaho.*

***EMERGENCY RESPONSE PLAN***

*This plan has been developed by Food Services of America as an action plan to provide food services in the event of a disaster which left the University of Washington with no kitchen, power or water.*

*Food Services of America is absolutely committed to delivery of customers under emergency circumstances. Priority of delivery is given to our Primary Customers servicing our most vulnerable populations. Next priority would be large Public Institutions providing aid and assistance to the extended community. We have proven this repeatedly under severe and extreme conditions.*

*Consider the following examples:*

*FSA Seattle has an established agreement with an offsite Disaster Recovery company to provide full data processing capability if our computer systems are disabled. The company has computer facilities in Washington and Florida. The I.S. Department conducts annual test runs to insure our ability to go offsite and commence operations within four hours.*

*We routinely coordinate our efforts with the Washington Department of Transportation to obtain access to roads which would otherwise be closed due to various types of descriptions such as floods, weight restrictions, etc. When necessary, we obtain special permits for such access from local D.O.T. offices with which we have considerable experience. If under an extreme situation, a local D.O.T. office was to refuse us access to a road and no other route existed to access a facility, we would work through the State Department of Transportation or other state and local authorities to gain timely permission to make critical deliveries to the facilities. If over the road transportation is not possible, we will work with aviation companies and the facility to airlift critical supplies.*

*FSA will provide to our customers the following companies names that can provide equipment for back-up storage trailers for temporary emergency situations on a few occasions. The charges by these companies are subject to change.*

***Trailer Rentals:***

***PLM Trailer Leasing 253-826-9936***

*48 X 102 Refrigerated Trailers:*

*$1035/Month $362.25/Week $72.45/Day and $1.10 Engine Hour - $.05/Mile*

*53 X 102 Refrigerated Trailers:*

*$1,215/Month $425.25/Week $85.05/Day and $1.10/Engine Hour - $.05/Mile*

***McKinney Trailer Rental 251-326-1292***

*53’ Dry Vans:*

*$30 per day/$150 per week/$275 per four weeks plus $.04 per mile*

*53’ Reefer Vans:*

*$60 per day/$350 per week/$975 per four weeks plus $.04 per mile and $1.35 per hour*

*If a kitchen facility is damaged, please call OK’s Cascade Company Phone at 1-800-458-8061 which is an agency that provides a complete kitchen facility on wheels and can be on site within hours of receiving official request. FSA will establish emergency drop sites if the trucks cannot deliver to the facility. Please contact your Account Executive who will know these locations.*

***Activating the Plan***

*There will be no automatic shipment. FSA will wait for notification to ship the items from the order guide. Persons authorized by the facility to implement the plan are to call FSA to authorize the delivery. See contacts for list of FSA contacts. The Emergency Response Plan should be tailored to the State of Washington’s needs and mutually agreed upon with Food Services of America.*

***State of Washington Emergency Contacts***

*Name Work Cell#*

*Primary Contact*

*Food Service Director*

*Assistant Food Service Director*

***In the event of a Natural Disaster,***

***Contact Food Services of America through our toll-free number***

***1-800-562-5317***

***and***

***Ask for Disaster Response Coordinator***

*If the above numbers are out of service, these special numbers will reach Food Services of America’s Disaster Response Team through an off-premise telephone circuit.*

***425-251-8837 FSA Seattle-Kent***

***425-407-6000 FSA Seattle-Everett***

***425-251-6068 Operations***

*In the event Food Services of America is totally unable to respond to your call, please call either of the following facilities immediately for back-up disaster assistance.*

*Your disaster order will be on file with both facilities:*

*Food Services of America – Portland 1-800-980-2500 or 1-800-422-5042*

*Food Services of America – Spokane 1-800-483-4747 or 1-800-372-4747*

*This plan is developed to provide meal ingredients. The State of Washington will need to come up with their quantities and have the plan on record with their FSA account executive.*

*FSA will send the order on their trucks. At the time of order, the unit must have adequate refrigerated and dry space available. If temporary storage is to be utilized either from FSA (trailer drop) or from leased storage units, power requirements must be available.*

*It is assumed that the ordering facility will arrange for work tables and water heating equipment.*

*Affirmed by:*

*Randy Irvine FSA Seattle Branch President*

*Tim Lewis FSA Seattle Vice President of Sales*

*Scott Schmitz FSA Seattle Director of Program Sales*

***Food Services of America – Seattle Group – Everett***

***1001 Shuksan way***

***Everett, WA 98203***

***425-407-6000***

***1-800-562-5317***

*Mobile # Direct Line/Voice Mail*

***Tim Lewis*** *Vice President of Sales 425.220.0593 425.251.1357*

***Scott Schmitz*** *Director of Program Sales 253.241.1030 425.251.3381*

***Alan Imhof*** *Vice President of Supply Chain 253.241.2161 425.251.3335*

***If phones are not working for FSA Seattle, please call the following:***

***Food Services of America – Portland***

***350 S. Pacific Highway***

***Woodburn, OR 97071***

***1-503-980-2500 or***

*Mobile # Direct Line/Voice Mail*

***Randy Xavier*** *Branch President 206.257.8959 503.980.2520*

***Steve Bartlett*** *Vice President Program Sales 503.515.2563 503.980.2980*

***Food Services of America – Spokane***

***East 3520 Francis Ave.***

***Spokane, WA 98207***

***1-509-483-4747 or 1-800-372-4747***

*Mobile # Direct Line/Voice Mail*

***Cliff Hoye*** *Branch President 509.991.1174 509.483.7670*

***Jerome Silva*** *Program Sales Supervisor 509.570.6408 509.570.6408*

1. **SUPPLIER SELECTION AND QUALITY ASSURANCE PROGRAMS**

*Food Services of America corporate and branch merchandising departments are responsible for selecting quality suppliers throughout the United States. Suppliers for similar manufactured product groups are interviewed, measured and evaluated. Product quality, market share, price, manufacturing facilities, years in business, financial stability, pest management, certificate of licensed inspection and market support are measured and compared for each vendor.*

1. **PRODUCT QUALITY ASSURANCE**

**Discuss the processes utilized by your firm to purchase products of consistent high quality with minimal variation on product appearance, grade, yield, taste, texture, etc. Include how you will ensure standardized product quality when products are acquired from various suppliers.**

*FSA Seattle has thirteen major product categories and five category managers. The category managers are assigned certain product categories and have the responsibility for all vendor and product selections. Daily, each manager conducts product cuttings with competitive vendors to select the finest quality, yield, texture, appearance and taste for each grade available. The never-ending search for the best product, packaging, competitive price and value continues daily. Our suppliers look to FSA as the largest broad line supplier in the northwest and compete aggressively to have their products represented by FSA. Once the products and vendors have been identified, the category managers send the information to our buyers to place purchase orders with those select vendors.*

1. **QUALITY CONTROL PROCEDURES**

**Describe the quality control procedures to be used for contract. Include a discussion on inventory control, methodology followed in identification and correction of discrepancies, resolution of customer complaints, and inventory rotation methods**

*All FSA warehouses have an automated warehouse management system in place. When product is received from suppliers each case is electronically scanned and entered into the FSA system. Trailers containing refrigerated products are checked when received for temperature to insure proper product refrigeration prior to being put away. The product received is electronically entered into inventory as the forklift driver rotates the existing product to the front of the slot and adds the new to the back. Our standard operating procedure for product selection is first in first out (FIFO). Our quality control department conducts daily cycle counts to verify and adjust inventory levels. The FSA quality control department is available to address any product issues with our customers and associates. If customers experience short on load discrepancies our system will validate levels prior to selection and delivery and correct customer invoice billings.*

1. **DISTRIBUTOR AGREEMENTS**

**In order to assist connections between distributor, processors, and suppliers, the state wants to learn more about large distributor/vendor requirements. Explain if the following is required of your suppliers:**

* 1. Written food safety plan *Yes, this is required for all food items and is requested in our vendor packet.*
  2. Third party food safety certifications (please list specific certifications) *We utilize Silliker for FSA’s third party audit. We also ask for this information in our vendor packet with a recent score.*
  3. Product liability insurance *Yes, please refer to vendor packet.*
  4. Specific packaging (clam shells, farm-labeled boxes, stickers, etc.) *No, as the distributor this is not required.*
  5. Refrigerated delivery vehicles *We have receiving standards that would require delivering products to FSA in refrigerated trucks.*
  6. Other (Please describe other requirements you have of your suppliers) *Please look at our vendor packet.*
  7. Identify if product meets healthy product specifications *This attribute is available in our first or second line description and on our web ordering system via the specification sheets.*

1. **Rebate Policy/Discounts/ Allowances**

**The Proposer shall address how rebates, discounts and allowances as a result of manufacturer or broker’s specials, other than State of Washington Negotiated Food Discounts or Food Shows, are to be returned to the customers. Describe the process for tracking and reporting of rebates, discounts and allowances, method of return (i.e. lump-sum reimbursement, deviated pricing) and overall management of the program**

*FSA shall negotiate product discounts on behalf of the State of Washington based on the volume of products purchased from the vendor. These discounts are given by item as an allowance or a deviated price. For example: a $2.00 price deviation or allowance is offered for each case of 4/1-gallon item purchased by the State. The cost of the item is $20.00. The $2.00 allowance is deducted from the $20 cost which equals an $18.00 cost to the State plus the contract markup. FSA will track and report the allowance dollars passed along to each facility. Reporting will be sent to the DES contact with a list of all locations, total dollars saved for all deviations and allowances earned.*

*For rebates, discounts, and allowances the State of Washington (Customer) has negotiated with a Third-Party other than FSA, FSA will work with the State to facilitate management of the program. FSA* will provide to an agent representing the Customer for the purpose of information analysis or supplier rebate application purchasing information that is normally made available to the Customer, subject to the below listed conditions:

* *The information will only be made available in one of FSA’s standard electronic formats.*
* *All information sent by FSA to an authorized Third-Party Provider is for the sole use of the Customer. Selling, utilizing, or disclosing such information to anyone other than the Customer is prohibited. Prior to providing any information to any Third-Party Provider, FSA requires a Confidentially Agreement be in place with both the Customer and the Third-Party Provider. In the event FSA incurs additional costs as a result of Third-Party Provider requirements, such costs will be charged to either the Customer or the Third-Party Provider.*

*FSA performs value-added services for suppliers of Food Services of America brands and other products above procurement activities typically provided. These value-added services include regional and national marketing, freight management, distribution, quality assurance and performance-based product marketing. FSA may recover the costs of providing these services and may also be compensated for these services and considers this compensation to be earned income. Receipt of such cost recovery or earned income does not reduce Cost and does not diminish FSA's commitment to provide competitive prices to its customers.*

**STATE OF WASHINGTON STATUTES AND INITIATIVES THAT IMPACT THIS CONTRACT**

**WASHINGTON GROWN**: Washington State RCW 39.26.090 (9) directs state agencies to maximize purchases of Washington grown food to serve their facilities. RCW 15.64.060’s definition of “Washington Grown” is “grown and packed or processed in Washington”. For products with more than one ingredient, a minimum of 80% of ingredients (by volume) of the final product must meet the definition of Washington Grown for it to qualify as Washington Grown.

Executive Order #13-06 “Improving the Health and Productivity of State Employees and Access to Health Foods in State Facilities”, Section 3a states:

*“Whenever practical, Washington–grown products shall be purchased and promoted”*

**HEALTHY PRODUCT SPECIFICATIONS**: In 2013, Governor Inslee issued Executive Order No. 13-06 which focuses on key areas to improve health, one of which requires executive state agencies to implement healthy food and beverage guidelines. The guidelines emphasize fruits, vegetables, whole grains, lean protein, and low-fat dairy and minimize the use of added sugar, sodium, and saturated fats.

As state agencies implement the food and beverage guidelines, it is anticipated that there will be an increased demand for healthy options. Contractor should be prepared to meet the demand for healthy food and beverage products.

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Products considered “healthy” are outlined in the product specifications provided herein.

**PCB Introduction**

Polychlorinated biphenyls, commonly known as PCBs, are a family of human-made organic chemicals that were used in many industrial and commercial products such as insulating fluids for electric transformers and capacitors, hydraulic fluids, plasticizers, paint additives, lubricants, inks, caulk, and carbonless copy paper. PCBs were used because of their fire resistance, chemical stability, and electrical insulating properties. PCBs are no longer intentionally added to these products, as the use of PCBs in this manner was restricted by the federal government in the late 1970s.

PCBs are also found in products as an unintentional by-product of manufacturing processes. PCBs are ubiquitous in the environment because of their stability, extensive previous use, by-production in manufacturing, inadvertent release, and the inability to control and eliminate them through current waste management practices. PCBs have been shown to cause cancer and affect the human immune, reproductive, nervous, and endocrine systems. PCBs are persistent, bio accumulative, and toxic, and they cycle between the air, soil, and water.

**ECONOMIC GOALS:** in accordance with RCW 39.26.005**; i**n support of the state’s economic goals, Contractor has agreed to support the following:

* A diverse supplier pool, including, veteran-owned, minority-owned and women-owned business enterprises. Results Washington has established for this RFP voluntary numerical goals of:
  + Ten (10) percent minority-owned businesses (MBE);
  + Six (6) percent women-owned businesses (WBE);
  + Five (5) percent veteran-owned businesses (VB).

**OTHER INITIATIVES**

* Meat raised without therapeutic antibiotics
* Canned Foods packaged in cans with linings that are free of endocrine-disrupting chemicals, such as BPA and BPS
* Foods supplied in reduced and returnable packaging, consolidated packaging, packaging containing post-consumer recycled content, packaging based on sustainably-produced renewable raw materials, and available in bulk, not in individual portions (single-unit packaging)
* Shift to alternative proteins to reduce purchases of meat products
* Transparency about information on rebates, volume and pricing to foster local purchasing
* Other areas to consider would include organically grown or raised, labor practices, animal welfare standards, fair trade products, seasonal menus, and agricultural and manufacturing process that are less energy intensive and less wasteful
* “Buy America” for those Purchasers utilizing federal funds

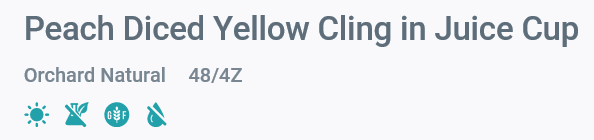
**Contractor’s response and commitment to the above***:*

*Food Services of America currently has the ability to meet the Washington Grown and Healthy Product Specifications initiatives. Our web based ordering system lists all of the product attributes. If further information is required, your account executive will be able to support you.*

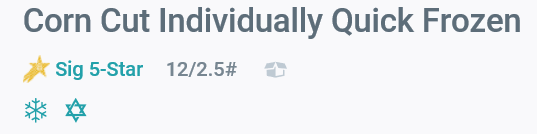
*The PCB introduction initiative is a vendor/manufacturer issue. As a distributor, we do not have control over the packaging of items. Our vendors/manufacturers are aware of the PCB initiative and we pass on the information as it becomes available. Attached is a list of FSA items that were tested by the State of Washington’s Department of Ecology.*

**

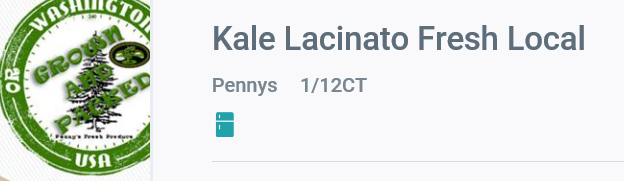
*Here are some examples from our web based order entry system:*



*attributes are dry, NON-GMO, gluten free and no trans fats.*



*attributes are frozen, kosher*



*attributes are Washington grown and packed, chill*

*In addition, FSA stocks meat products that are raised without therapeutic antibiotics, organically grown items, and Marine Steward Certified seafood products. As mentioned above, our order management system “FSA Connect” identifies many of these characteristics along with nutritional information for stocked items. Many of our Contractors use post-consumer recycled materials and sustainably produced renewable raw materials.*

*The intelligent use of resources is infused across the entire system of Food Services of America. This is a driving factor in our operations resulting in:*

*• Lowered consumption  
• Smarter processes  
• Innovative technologies  
• Eco-friendly products*

*Our ethic of working diligently to continually improve our efficiencies results in:*

*• Green equipment  
• Energy-efficient distribution centers  
• Operations that minimize unnecessary consumption*

*Our different branch locations feature:*

*Green Processes*

*• Pallet recycling programs  
• Cardboard recycling programs  
• Plastic recycling programs  
• Water recycling programs  
• Metal recycling programs  
• Office paper recycling programs  
• Packaging reduction initiatives  
• Eco-friendly cleaning solutions  
• Filtering ponds for storm water runoff  
• Warehouse management system for efficient routing*

*Green Vehicles*

*• LED lights  
• Super Single X 1 Michelin Tires for reduced fuel use  
• Automatic Timer Switch for lights  
• Air Bag Suspension for better fuel mileage  
• Tri-Fold Rear Doors – Fuel Savings with the ability to Open One Door Fold at a time  
• LED Break Lights on Top & Back of Trailer – Reduces Accidents  
• Adjustable Bulkheads - reduce run time of reefer Units and fuel savings*

*Green Maintenance*

*• Recycled oil  
• Recycled oil filters  
• Recycled antifreeze  
• Recycled batteries  
• Reclaimed freon  
• Re-capped tires  
• Extended life oil  
• Extended life coolant*

**EXHIBIT C**

**Prices for Goods/Services**

This is a “cost plus” contract:

Contractor’s “Landed Cost” + Distribution price ($2.38 per case/unit) = Delivered/Invoiced price

Contract Product Price Changes

Contractor may change prices **weekly** for products considered “Perishables” to reflect changes in the actual delivered price. The changes to the ordering system/catalog/ordering guide are to be made by Thursday, to be in effect the following Sunday.

Contractor may change prices **monthly** for products considered “Non Perishables” to reflect changes to the actual delivered price. The changes to the ordering system/catalog/ordering guide are to be made by the 26th day of each month, to be effective the first day of the following month.

**Exhibit D**

**Insurance Requirements**

1. **Insurance Obligation**. During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor’ssole expense, the following insurance coverages:
   1. Commercial General Liability Insurance. Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an ‘occurrence form’ in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

1. **Insurance Carrier Rating**. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington’s Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best’s Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
2. **Additional Insured**. Except for Works’ Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
3. **Certificate of Insurance**. Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
4. **Primary Coverage**. Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
5. **Subcontractors**. Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
6. **Waiver of Subrogation**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
7. **Notice of Change or Cancellation**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

**EXHIBIT E**

**PRODUCT SPECIFICATIONS FOR HEALTHY FOOD AND BEVERAGE PRODUCTS**

1. **BEVERAGES**
2. **Juice**

* 100% fruit juice with no added sugars
* 100% vegetable juice with <230mg sodium per 8 fluid ounces

1. **Milk alternatives**

* Unsweetened soy milk and other fluid milk alternatives and substitutes

Beverages that are not 100% fruit juice, 100% vegetable juice, unsweetened milk alternatives or water should be <25 calories per 8 fluid ounces.

1. **Water**

* Plain bottled water
* Carbonated bottled water with no added sugars

1. **GRAINS**
2. **Sliced bread**

Sliced bread should meet these three criteria:

* Be whole grain (whole grain listed as the first ingredient); and
* At least 3 grams fiber per serving; and
* 180 mg or less of sodium per serving

1. **Pasta**

Pasta should meet these two criteria:

* Be whole grain (whole grain listed as the first ingredient; and
* 140 mg or less of sodium per serving

1. **Baked goods**

Baked goods should meet these three criteria:

* Be whole grain (whole grain listed as the first ingredient);
* 360 mg or less of sodium per serving; and
* 10 grams or less of sugar per serving

1. **Ready-to-eat cereal**

Ready-to-eat cereal should meet these four criteria:

* Be whole grain (whole grain listed as the first ingredient); and
* At least 3 grams fiber per serving; and
* 140 mg or less of sodium per serving; and
* 6 grams or less of sugar per serving; (exception: cereals that contain dried fruit do not need to meet the sugar criteria)

1. **FRUIT**
2. **Canned fruit**

* Packed in 100% juice or water

1. **Frozen fruit**

* Packed without added sugars

1. **VEGETABLES**
2. **Canned vegetables**

Canned vegetables should meet these two criteria:

* 0 grams saturated fat per serving; and
* 140 mg or less of sodium per serving

1. **Frozen vegetables**

Frozen vegetables should meet these two criteria:

* 0 grams saturated fat per serving; and
* 140 mg or less of sodium per serving

1. **BEANS and LEGUMES**

**A. Canned beans**

* 140 mg or less of sodium per serving

1. **MEAT and SEAFOOD**
2. **Fresh, canned and frozen seafood**

Canned and frozen seafood should meet these three criteria:

* Contain less than 10 grams of fat per serving; and
* 4.5 grams or less of saturated fat per serving; and
* 480 mg or less of sodium per serving

1. **Fresh, canned and frozen poultry**

Canned and frozen poultry should meet these three criteria:

* Contain less than 10 grams of fat per serving; and
* 4.5 grams or less of saturated fat per serving; and
* 480 mg or less of sodium per serving

1. **Fresh, canned and frozen beef and pork**

Canned and frozen beef and pork should meet these three criteria:

* Contain less than 10 grams of fat per serving; and
* 4.5 grams or less of saturated fat per serving; and
* 480 mg or less of sodium per serving

1. **Luncheon meat**

Luncheon meat should meet these three criteria:

* Contain less than 10 grams of fat per serving; and
* 4.5 grams or less of saturated fat per serving; and
* 480 mg or less of sodium per serving

Meat and seafood that meet the U.S. Food and Drug Administration’s “Lean” standards meet the fat and saturated fat product specifications.

1. **ENTREES**
2. **Canned and frozen whole meals**

Canned and frozen whole meals should meet these three criteria:

* 4.5 grams or less of saturated fat per serving; and
* 900 mg or less of sodium per serving; and
* 3 grams or more of fiber per serving

1. **Soups**

Canned and frozen soups should meet these three criteria:

* Contain less than 10 grams of fat per serving; and
* 4.5 grams or less of saturated fat per serving; and
* 900 mg or less of sodium per serving

1. **CONDIMENTS, SAUCES and SOUP BASES**
2. **Salad dressing**

* 140 mg or less of sodium per serving

1. **Sauces and marinades**

* 140 mg or less of sodium per serving; and
* 10 grams or less of sugar per serving

1. **Ketchup**

* 140 mg or less of sodium per serving

1. **Soup base**

* 140 mg or less of sodium per serving

1. **SINGLE-SERVE SNACKS**

Any single-serve product that meets USDA Smart Snack in Schools for high schools. An [***online too***l](https://www.healthiergeneration.org/take_action/schools/snacks_and_beverages/smart_snacks/alliance_product_calculator/) is available to determine product eligibility. Standards and exemptions are listed below:

* Be a grain product that has a whole grain as the first ingredient; or have as the first ingredient a fruit, vegetable, dairy product, or protein foods; or be a foo that contains at least ¼ cup fruit and/or vegetable.
* 200 calories or less per package
* 35% of calories from total fat or less
* Less than 10% of calories from saturated fat
* 0 grams artificial trans fat
* 35% of weight from total sugars or less
* 200 mg of sodium or less

Exemptions:

* Exempt from all nutrient standards: fresh and frozen fruits and vegetables with no added ingredients; canned fruits packed in 100% juice or light syrup with no added ingredients except water; canned vegetables with no salt added/low sodium and no added fat.
* Exempt from the total and saturated fat standards, but need to meet all other nutrient standards: reduced-fat cheese, nuts, seeds, or nut/seed butters, whole eggs with no added fat.
* Exempt from total fat standard, but need to meet all other nutrient standards: seafood with no added fat (e.g. canned tuna packed in water).
* Exempt from sugar standards, but need to meet all other nutrient standards: dried fruits with no added sugars; dried cranberries, cherries or blueberries sweetened only for processing with no added fats.

Exempt from total fat, saturated fat, and sugar standards, but must meet all other nutrient standards: trail mix of only dried fruits and nuts and/or seeds with no added sugars or fats.

**EXHIBIT F**

**CONTRACTOR INFORMATION**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Company Information** | | | | | |
| **Legal Company name (from Business License) and address**  Food Services of America  18430 East Valley Hwy  Kent, WA 98032 | | **Entity type (LLC, Inc, Corp., etc.):** | | | Corp |
| **State of registration/incorporation:** | | | DE |
| **Wash. Dept. of Revenue Registration No. Unified Business Identifier (UBI)** | | A00 2706 17 | | | |
| **Federal Tax ID No. (TIN)** | | 41-0826179 | | | |
| **Contract Management Points of Contact** | | | | | |
| **Authorized Representative**  Name: Pam Olsen  Email: pam\_olsen@fsafood.com  Phone: 425-251-1477 | | **Contract Administrator**  Name: Lita Lindholm  Email: lita\_lindholm@fsafood.com  Phone: 425-251-1359 | | | |
| **Sales Reporting Representative**  Name: Pam Olsen  Email: pam\_olsen@fsafood.com  Phone: 425-251-1477 | | **Sales Reporting Alternate**  Name: Lita Lindholm  Email: lita\_lindholm@fsafood.com  Phone: 425-251-1359 | | | |
| **Management Fee Representative**  Name: Pam Olsen  Email: pam\_olsen@fsafood.com  Phone: 425-251-1477 | | **Management Fee Contact Alternate**  Name: Lita Lindholm  Email: lita\_lindholm@fsafood.com  Phone: 425-251-1359 | | | |
| **Address to send management fee invoices**  Company name: Food Services of America  Attn: Pam Olsen  Address: 18430 East Valley Hwy  City/State/Zip: Kent, WA 98032 | | | | | |
| **Ordering/Sales Points of Contact** | | | | | |
| **Name** | **Phone Number** | | **E-mail** | **Area of Responsibility** | |
| **Lita Lindholm** | **425-251-1359** | | **Lita\_lindholm@fsafood.com** | **Account Executive** | |
| **Sales Support** | **425-251-9100** | | **Seattlesalessupport@fsafood.com** | **Sales Support** | |

**PROMPT PAYMENT DISCOUNT**

Contractor offers the following discount(s) for prompt payment of invoice:

\_\_.5\_% \_\_\_14\_\_ days, Net 30, on payments using check, ACH, wire transfer, and FSA Account Center.

**CREDIT CARD ACCEPTANCE**

Types of purchasing (credit) cards:

X Visa X Master Card X American Express

**MINIMUM ORDERS**

No minimum applies to state of Washington agencies, colleges and universities. For entities other than the preceding, a minimum order of twenty cases applies. Orders below the minimum can incur a $75.00 delivery charge.

For items sold by the pound, the fee per case will be divided by the average net weight of the item: for example: a sixty pound case sold by the pound would have a mark-up of $.04 per pound ($2.38/60)

**WEB LINK TO CURRENT PRICE GUIDE/CATALOG:**

**\_**www.fsafood.com\_\_\_\_\_\_Please contact FSA for sign in information\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit G**

**Copy of Manual Tracking for Diversity**



**Exhibit G1**

**Copy of Manual Tracking for Diversity “Example”**

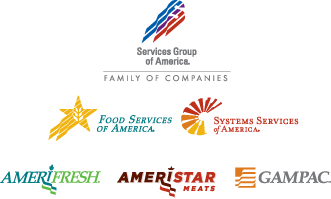


**Exhibit H**

**Supplier Handbook & Required Forms**

|  |  |
| --- | --- |
|  | **Version 4.0**  September 21, 2017 |
|  | * Food Services of America * Systems Services of America |

|  |
| --- |
| **supplier handbook & Required forms** |
|  |





To: Current or Potential Supplier

From: Jeff Chester, Director of Quality Assurance and Supplier Information

Food Services of America’s, Systems Services of America’s and our affiliates are requesting information from you that will allow our family of companies to purchase products from your organization. Maintaining complete and accurate item and supplier data is a critical starting point for serving our customers successfully. Below is an outline of our supplier information requirements.

Product ***cannot*** be shipped to any of our Food Group Family of Companies until these documents are received at our Corporate office. We ask that you return the completed packet to us within 72 hours via email to vendor\_email@fsafood.com. All sections are mandatory with the exception of the Foreign Supplier section. Foreign Suppliers should fill out as much of this packet as they can as related to their applicable laws. Any modification requests to these documetns must be approved by FSA/SSA.

INSTRUCTIONS: Please only type in the gray form boxes. Thank you.

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**Systems Services of America Supplier Requirements…………………………………………………………3**

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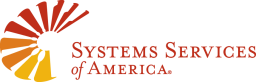
FSA Supplier Expectations Guide 

1. **Product Value - The Highest Possible Product Quality at the Lowest Possible Cost to satisfy our customer needs.**
   * We expect our suppliers to provide us with the best cost of goods, including any trade investment spending.
   * We expect our suppliers to bring a steady stream of product and service solutions and innovation to the marketplace .We expect to have a minimum of 60 days prior to release of new items with accompanied marketing plans to grow business and plan respective promotional events. ALL new items will have a guaranteed sale.
2. **Timely Payments - Streamlined and Simplified Funding Payment Process**

* We expect “trade” monies and other receivables to be paid on time, in the form of a total rate per case, pound, or equivalent measure.

1. **Perfect Order Rate - On-time, As Ordered, Invoiced Accurately**
   * We expect our purchase orders to be delivered on time, complete, and invoiced accurately.
   * 99.5% pure case fill rate, 100% on original requested delivery date, 100% invoiced accurately.
   * We expect our suppliers to track and report their progress in these areas and share the results with our Branch and Corporate representatives.
2. **GDSN & EDI – Electronic PO’s & Order Confirmations**
   * We expect our suppliers subscribe to a data pool and publish their complete catalog data through the GS1 Global Data Synchronization Network (GDSN) in accordance with FSA’s Supplier Implementation Guide. FSA’s data pool is FSEnet. GDSN is FSA’s primary way we receive product information (including images) from our suppliers. This is a prerequisite to do any EDI transactions with FSA, such as the PO, PO confirmation or invoice.
   * We expect Suppliers will label all cases with GTIN-14 case UPC codes according to the GS1 standards which can be found at [www.gs1us.org](http://www.gs1us.org).
3. **Category Growth**
   * We expect out suppliers to provide Market Intelligence information that drives total category growth and profitability. We expect our Supplier to meet our mutually agreed to growth objectives from Branch and Corporate FSA.
4. **FSA Dedicated Resources**
   * We expect our suppliers to dedicate focused resources against our mutual business at both Corporate and Branch levels.
5. **% A/P to Inventory +100%** 
   * We expect our suppliers to develop logistics and replenishment plans that enable higher than 100% accounts payable ratio to owned inventory.
6. **Efficient Supply Chain - Eliminate Pallet Exchange**
   * We expect our suppliers to collaborate in our effort to eliminate pallet exchanges by the end of 2012. We will collectively drive the added costs of pallet exchange out of our business in favor of CHEP and similar programs.
7. **Food Safety and Security**
   * We expect our suppliers to be leaders in providing safe, wholesome, and secure products.
   * We expect our suppliers to communicate all potential Food Safety and Security issues to us with urgency, to protect our customers and their consumers.
8. **Item Performance**
   * We expect our Suppliers and/or your Broker representation to conduct quarterly item reviews with branch Category Management associates to evaluate movement and establish action plans for the return or elimination of all items not meeting branch standards.
9. **Category Management/Market Intelligence**

* We expect our Suppliers and/or your Broker to understand the Category Management review process.
* We expect our Suppliers and/or your Broker to provide Market Intelligence on their categories.

SSA Supplier Expectations Guide 

1. **GDSN (Global Data Synchornization Network)**
   * We expect Suppliers will label all cases with GTIN-14 case UPC codes according to the GS1 standards which can be found at [www.gs1us.org](http://www.gs1us.org).
2. **Perfect Order Rate: On-time, As Ordered, Invoiced Accurately**
   * We expect our purchase orders to be delivered on time, complete, and invoiced accurately
   * 99.5% pure case fill rate, 100% on original requested delivery date, 100% invoiced accurately.
3. **% A/P to Inventory +100%** 
   * We expect our suppliers to develop logistics and replenishment plans that enable higher than 100% accounts payable ratio to owned inventory.
4. **Supply Chain Capability and Flexibility**
   * We expect our suppliers to collaborate actively on initiatives to improve supply chain efficiency.
5. **Food Safety and Security**
   * We expect our suppliers to be leaders in providing safe, wholesome, and secure products.
   * We expect our suppliers to communicate all potential Food Safety and Security issues to us with urgency, to protect our customers and their consumers.
6. **Setup and Pricing**
   * Provide detailed contact information to complete a new vendor form.
   * Provide timely price change notifications by 20th of month for effective 1st of following.
   * All pricing information directs to: [Pricing@ssafood.com](mailto:Pricing@ssafood.com)
   * Communicate timely changes in any customer negotiated contracts, change of manufacturing information, FOB point or lead time.
7. **Placement of Purchase Orders**
   * Purchase orders are placed with regard to vendor specified lead times.
   * Due dates are expected to be met; exceptions must be notified by confirmation to our inventory management team member.
8. **Receiving Appointments**
   * Receiving times may vary by DC, phone numbers are on all purchase orders
   * Appointments are required at minimum 48 hours delivery notice.
   * We have the ability to schedule standing appointments for frequent vendors.
   * Missed or late appointments are charged an hourly fee from $50 to $100.
   * Driver unload unless freight is managed by SSA, lumper service is negotiated with the delivering carrier, not SSA.
9. **Receiving Standards**
   * Product is temperature checked at receipt, out of spec temperature will be refused at the dock unless a specific arrangement has been pre-approved.
   * Product is visually checked at receipt; damaged cases will be refused and returned with the carrier.
   * Product counts are verified at receipt; exceptions are noted on the receiving document and communicated to the inventory management team.
   * Product is directed to warehouse location by Warehouse Management System (WMS) via FIFO method. Each pallet receives identification (license plate) for automatic slotting and pull down of overflow pick slots.
10. **Code Date Minimum Requirement**
    * SSA has a code date minimum requirement of two-thirds shelf life remaining at time of receipt/receiving and one-third shelf life remaining at time of shipping to a store/customer, unless otherwise specified contractually.

.

Supplier General Profile

Legal Supplier Name\*      Product Types\*: (check all that apply)

Doing Business as Name (DBA):        Beverage  Frz Misc

Corporate Address\*        Produce  Disposable

       Oil/Shortening  Seafood

(city, state, zip)       ,              Dry Groceries  Aerosols

Remit-To Address\*        Janitorial/Chemical

Refrigerated Protein

(city, state, zip)       ,              Frozen Protein

FSA Invoice Terms\*        Frozen Produce

SSA Invoice Terms\*        Supplies & Equipment

Order Lead Time

Corporate Sales Contact\* Name       Phone Number

Email       Fax Number

Master Data Item Info\* Name       Phone Number

Email       Fax Number

Accounts Receivables Name       Phone Number

Email       Fax Number

Liability/Insurance\* Name       Phone Number

Email       Fax Number

Marketing/Label Contact: Name       Phone Number

(\* for private label vendors) Email       Fax Number

Recall/QA Contact: Name       Phone Number

Email       Fax Number

Hazmat Compliance\* Name       Phone Number

(\*If applicable) Email       Fax Number

Logistics Contact: Name       Phone Number

Email       Fax Number

Supplier General Profile *continued*

Local Sales Contact: Location Contact Name

Email       Phone Number

Local Sales Contact: Location Contact Name

Email       Phone Number

Local Sales Contact: Location Contact Name

Email       Phone Number

Local Sales Contact: Location Contact Name

Email       Phone Number

Supplier eCommerce Profile

Catalog (Item) Publication\*

Which GS1 Certified Data Pool do you subscribe to (i.e. FSEnet, 1sync, etc.):

If you do not have a GS1 Certified Data Pool, please click [here](http://synchroncity.fsafood.com/) to get more information.

Order Management\*

Are you capable of receiving purchase orders electronically?  Yes  No

If yes, which file formats?  Flat File  EDI x12 850 Document

Are you capable of confirming purchase orders electronically?  Yes  No

If yes, which file formats?  Flat File  EDI x12 855 Document

Are you capable of sending advanced ship notifications electronically?  Yes  No

If yes, which file formats?  Flat File  EDI x12 856 Document

Are you capable of sending invoices electronically?  Yes  No

If yes, which file formats?  Flat File  EDI x12 810 Document

Rebates

Are you capable of sending rebate electronically?  Yes  No

If yes, which file formats?  Flat File  EDI x12 – Which document type:

Pricing

Are you capable of receiving pricing electronically?  Yes  No

If yes, which file formats?  Flat File  EDI x12 879 Document  Spreadsheet

EEOC Business Status\*

To enable Food Services of America and Systems Services of America to respond to inquiries from Federal and State Agencies with whom we have contracts, it is necessary for us to gather certain information from our suppliers. Please check all applicable boxes below, sign and return this form to us immediately.

## CHECK ONE

**LARGE BUSINESS CONCERN**

A business that exceeds the small business size code standards established by the Small Business Administration.

**SMALL BUSINESS CONCERN NAICS #:**      **(IF APPLICABLE)**

A business organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in Government regulations.

## CHECK ALL THAT APPLY

**DISADVANTAGED BUSINESS CONCERN**

A business that (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. Copy of certification must be returned.

**Black Americans**

**Hispanic Americans**

**Native Americans**

**Asian-Pacific Americans**

**Asian-Indian Americans**

**Other individuals found to be qualified by the SBA under 13 CFR 124.1.**

**(Please explain)**      

**WOMAN-OWNED BUSINESS CONCERN**

A business that is at least 51 percent owned by a woman, or women, who are U.S. Citizens and who also control and operate it. Control in this context means actively involved in day-to-day management.

**HISTORICALLY BLACK COLLEGES & UNIVERSITIES/MINORITY INSTITUTIONS**

Institutions established before 1964 and have a principal mission that is the education of Black Americans, and meet the requirements set forth by the Department of Education, 34 CFR 608.2.Minority Institutions (MI’s) are institutions that substantially increase higher education opportunities for minority and/or low-income students who are educationally disadvantaged or underrepresented in post-secondary education and meet requirement set forth by the DoE, 34 CFR 602.7.

**HUBZONE - SMALL**

**VETERAN OWNED SMALL BUSINESS**

**SERVICE DISABLED VOSB**

**FOREIGN BUSINESS CONCERN**

A supplier or subcontractor organized or existing under the laws of a country other than the United States, its territories, or possessions.

EEOC Business Status\* *continued*

**NON-PROFIT AGENCY EMPLOYING PEOPLE WHO ARE BLIND OR SEVERELY DISABLED**

The definition of “blind or severely disabled” is set forth in FAR 8-701

**ALASKA NATIVE CORPORATIONS (ANCs) AND INDIAN TRIBES NOT CERTIFIED BY SMALL BUSINESS ADMINISTRATION AS SMALL DISADVANTAGED BUSINESS**

**ALASKA NATIVE CORPORATIONS (ANCs) AND INDIAN TRIBES THAT ARE NOT SMALL BUSINESSES**

# Certification of EEO Compliance\*

As a government contractor/subcontractor, FSA is subject to the requirements of Executive orders 11246, 11625, 11701 and 11758, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and the Small Business Act of 1958, all as amended. Pursuant to these Executive Orders and federal laws, we are required to obtain certain commitments from our suppliers of goods and services.

Company Name       Date

Authorized Representative       Title

Signature (Typed in name constitutes a signature)

Street Address

City, State and Zip Code       ,      

Vendor’s Indemnity, Hold Harmless and Guaranty Certificate\*

For and in consideration of the purchase by Food Services of America, Inc. or Systems Services of America, Inc. and their affiliates, including Ameristar Meats, Inc. (collectively herein “Buyer”) of goods sold by or through       (“Seller”), Seller hereby agrees to the terms of this Indemnity, Hold Harmless and Guaranty Certificate (this “Certificate”) as follows:

1. Seller’s Guarantees.

a. Seller guarantees that the articles comprising each shipment or other delivery (“Articles”) hereafter made by or through the Seller to or on the order of Buyer, its affiliates or assigns shall not be: (1) adulterated or misbranded within the meaning of the U.S.Federal Food, Drug and Cosmetic Act as amended (the “Act”); (2) Articles which under the provisions of Section 404 or 505 of the Act may not be introduced into interstate commerce; and (3) adulterated or misbranded or otherwise in violation of any federal, state or local law.

b. Seller guarantees that if any Article shipped or delivered contains a color additive, such color additive is from a batch certified in accordance with the applicable regulations promulgated under the Act.

c. Seller guarantees that the Articles shall be merchantable fit for their intended purpose, free of defects, and free and clear from all liens and encumbrances.

d. Hazardous Materials: Seller guarantees that it shall provide Buyer documentation that identifies any and all:

* Items that are classified as Hazardous Materials under CFR 49 sections 100 through 185, or classified as Dangerous Goods by the International Civil Aviation Organization (ICAO) or by the International Maritime Organization (IMO).
* Items classified as ORM-D under CFR 49.
* Items that cannot be transported by air (under CFR 49 Section 172.101 column 9a or 9b or CFR 49 Section 173.27.
* Special Permits that are required for transporting those products by land, air or sea.
* Information required for Buyer to properly create Hazardous Materials Shipping Papers as required under CFR 49 by the ICAO, and by the IMO for transporting Sellers’ products by land, sea or air, both domestically and internationally.
  + - Changes to any of the above required information, including changes to hazmat symbols on outer/inner packaging, prior to selling modified products to Buyer.

Seller further guarantees that Seller shall properly mark, label and package all products sold to Buyer in compliance with CFR 49.

2. Indemnification of Buyer.

a. Seller shall indemnify and hold Buyer, its affiliates and its successors and assigns (as to each, an “Indemnified Party”) harmless from and against any and all charges, actions, and proceedings (including investigations) brought by any governmental or private authority against an Article or against an Indemnified Party related to any violation for which Seller is responsible by reason of the guarantees given in Section 1 of this Certificate, including all reasonable expenses (including attorney’s fees) incurred by such Indemnified Party as a result thereof.

Vendor’s Indemnity, Hold Harmless, etc. \* *continued*

b. Seller shall indemnify and save each Indemnified Party harmless from and against any and all claims for injury or damage made by third parties against an Indemnified Party for or on account of any adulteration, impurity, unwholesomeness or other problem related to any Article for which Seller is responsible by reason of the guarantees given in Section 1 of this Certificate, including all reasonable expenses (including attorney’s fees) incurred by such Indemnified Party as a result thereof.

c. Seller shall keep in force at all times while any of said Articles are being offered for sale by Buyer and its affiliates, either as components or as finished products, general liability insurance with both “products” and “contractual” coverage in amounts satisfactory to Buyer, and to furnish Buyer with a certificate from a financially responsible insurance company evidencing to Buyer’s sole satisfaction that such insurance is in force, naming Buyer as an additional insured, and providing that such coverage may not be cancelled or materially changed without thirty (30) days prior written notice to Buyer. Any such policy of insurance shall contain a waiver of subrogation against Buyer and its assigns.

3. Governing Law; Jurisdiction. This Certificate shall be governed by the laws of the State of Delaware without regard to its conflict of laws rules. Seller consents to the jurisdiction and venue of the State and Federal courts located in Maricopa County, Arizona, with respect to any disputes or claims arising out of or relating to this Certificate, and agrees not to assert that any such court is an inconvenient forum.

The guarantees, covenants and terms of indemnification stated herein are continuing and shall cover all goods sold to Buyer by or through Seller.

SELLER: BUYER:

      Food Services of America, Inc. or Systems Services of

America, Inc. and their affiliate Ameristar Meats, Inc.

By:       By: Jeff Chester

Its:       Its: Director of Quality Assurance

(Typed in name constitutes a signature)

Date       Date: September 21, 2017

Certificate of Insurance Requirements\*

Re: 1) General Liability- Certificate of Insurance

2) Additional Insured - Vendors

To: Food Services of America, Inc., Systems Services of America, Inc. and their affiliates, including Ameristar Meats, Inc. Vendor,

Please forward a Certificate of Insurance for Food Services of America to include the minimum insurance requirement of:

General Liability Minimums

Each Occurrence $1,000,000

General Aggregate $2,000,000

Products $2,000,000

Umbrella/Excess Minimums

Each Occurrence $5,000,000

Aggregate $5,000,000

Umbrella/Excess Minimums – Meat, Poultry, Seafood Vendors

Each Occurrence Meat, Poultry-$6,000,000 Seafood - $3,000,000

Aggregate Meat, Poultry-$7,000,000 Seafood - $5,000,000

**The Certificate must**:

* Be an original document
* Contain a CG 20 15 11 88 Additional Insured Endorsement or equivalent naming Food Services of America, Inc., Systems Services of America, Inc. and their affiliate Ameristar Meats, Inc. as Additional Insured.
* Provide at least 30 days notice of cancellation
* Show complete insurance carrier names as listed in the A.M. Best Property & Casualty Guide, Minimum rating accepted A-, VII
* List all subsidiaries or DBA’s covered by the certificate provided
* The Certificate of Insurance must be completed in its entirety and signed. Binders are not acceptable.

**Please email, fax or mail certificate document and renewals**\***:**

**Vendor\_email@fsafood.com (put company name in subject line)**

**Fax: (480) 927-4399 – make Attn: Supplier Information**

**Mail To: Food Services of America, Inc.**

**Attn: Supplier Information**

**PO Box 25119**

**Scottsdale, AZ 85255-0178**

FSA / SSA Vendor Recall Requirements\* *Revised: 2.22.10* 

FSA/SSA will respond to a market withdrawal, product hold and or product recall based upon the information provided by the FDA, USDA, Vendor or Chain Account Brand owner.

1. The initiator of the Product Integrity or Recall issue must provide the following information:

* **Vendor Name**
* **Recall Classification**
* **Reason for the recall**
* **Depth of recall (Do we call our customers?)**
* **Product Description**
* **FSA Item Number**
* **GTIN or UPC or Vendor Code**
* **Code Dates of Product affected (with decoder)**
* **Number of cases affected**
* **Purchase Order numbers**
* **Date range of the recall (begin and end date)**
* **Specific instructions (Product hold, disposition, return, etc)**

\*Vender/supplier or broker is to notify all FSA/SSA Operating Unit Recall Coordinators affected by recall along with FSA Corporate Quality Assurance, and provide recall information for all FSA/SSA locations (as opposed to providing FSA Corporate QA with complete recall information and providing each FSA/SSA location with only the recall information specific to their location).

**\*\***Chain account customers are to provide recall information to their FSA/SSA Accounts Management Team

* A recall notice is submitted via the internal FSA/SSA Recall Tool to all affected FSA/SSA Operating Units.
* Affected product in all FSA/SSA warehouses is identified, marked as recalled product, and quarantined to prevent further shipment.
  + Affected product is segregated and managed according to each Operating Unit’s Hold/Non-Conforming Product policy
* The dates affected product was shipped from each FSA/SSA Operating Unit are determined and a list of customers that received affected product is produced by each FSA/SSA Operating Unit.
* E-mail notification is sent to all FSA/SSA Sales Associates that have customers involved in the recall/withdrawal (when customer notification is required)
* E-mail notification is sent to all FSA customers (excluding FSA/SSA-managed chain accounts, unless instructed to do so by applicable FSA/SSA National Account Manager) that are involved in the recall/withdrawal (when customer notification is required)
* Customers that received affected product are contacted within 4 hours via phone or automated voice messaging system.
  + FSA/SSA National Account Managers notify chain account corporate offices. Chain account customers are notified by FSA/SSA when instructed to do so by affected chain account corporate offices.

* In the case of a recall, customers not notified by phone that did not receive the recall notification e-mail listed above are sent a registered letter containing the recall notice. The applicable FSA sales associate is also asked for help notifying unreached customers.
  + For recalls that occur outside of regular business hours, Schools that are not reached via phone or automated voice messaging system are contacted the morning of the following business day (via phone or automated voice messaging system)
* Product disposition instructions from recall initiator are executed: product destroyed and disposed, product collected from customers, product returned to vendor/supplier, etc.
  + Any product returned to FSA/SSA Operating Units is marked as recalled product and quarantined to prevent further shipment.
  + When applicable, affected product disposed according to the Damaged and Distressed Product Policy (QAP.04)
* Quantities of affected product in customer possession at time of recall are verified and these customers are credited.
  + SSA National Account Managers, Demand Planners, and Buyers work with vender/supplier for replacement product, as needed
  + SSA National Account Managers and FSA Sales Associates coordinate with Operating Unit Delivery team(s) if recoveries are needed
* The FDA Reportable Food Registry is updated, as applicable.
* Costs associated with recall for each FSA/SSA Operating Unit are tabulated and the recall initiator is invoiced accordingly.
* Mock recalls are conducted twice per year by each Operating Unit to verify effectiveness of recall process. Mock Recall performance is evaluated to ensure correct operation of recall tool and continuous improvement of recall procedure.
* \*In the event a safety/quality issue is identified with product in FSA/SSA’s possession to which FSA/SSA does not maintain legal title (consignment product), product will be quarantined and the product owner formally contacted (via e-mail or some other written method) for direction. Product owner contact details to report quality/safety issues are maintained.
* \*\*When a product quality/safety issue is identified with non-consignment product, product is quarantined and the supplier/manufacturer is formally contacted (via e-mail or some other written method) for direction.

Food Safety/Security Information

Which types of products do you sell?  Food  Non-Food

Do your Food Safety/HACCP Plan include:?  Flow Chart  Hazard Analysis

Comments:

Do you have a Recall Plan?  Yes  No  N/A

Comments:

Do you utilize a 3rd party audit company?  Yes  No  N/A

If yes, Audit Company Name:

Recent Score on Audit:

Foreign Supplier Status

Do you manufacture or process food products out of the United States that will be sold to FSA or SSA? (***If No, please skip to Supply Chain/Logistics Data Requirements section***)  Yes  No

Location(s) of manufacturing or processing:  Canada  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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If manfucturing or processing in Canada, please provide the following:

* Copy of most recent CFIA inspection report with corrective actions
* Copy of most recent 3rd party audit report with corrective actions
* Importer number (typically IRS business tax number)
* Will FSA or SSA be listed on the Customs and Border Protection (CBP) entry paperwork?  Yes  No

If manufacturing or processing in a country other than the U.S. or Canada, please provide the following:

* Copy of most recent government food safety inspection report with corrective actions
* Copy of most recent 3rd party audit report with corrective actions
* Copy of Food Safety plan that contains (1) product flow chart and (2) hazard analysis for each food product produced that considers all known and foreseeable hazards including biological, chemical (including radiological and allergens), and physical hazards (including the potential for economic adulteration)

# Supply Chain/Logistics Data Requirements

What commodity classification of products do you sell (seafood, canned, dry commodity, etc.)?

Please indicate the NMFTA Freight Class:

What are your freight price structures (FOB, Delivered, Pickup Allowance, Brackets, etc.)?

Where are your manufacturer locations located (Please list full address including Country if not USA):

Where are your distribution center locations located (Please list full address including Country if not USA):

Do you have your own fleet?  Yes  No

Which redistributors can your products be purchased through (i.e., Dot, R3, Houstons, etc.)?

The FSA and SSA Food Group Logistics Contact is the Logistics Analyst and can be reached at 800-772-3721.

Hazmat Item Documentation Requirements\*

As noted in the “Vendor’s Indemnity, Hold Harmless and Guaranty Certificate” on page 9 of the Required Forms section, vendors that sell hazardous material products to FSA, SSA guarantees the following:

“Seller guarantees that it shall provide Buyer documentation that identifies any and all:

* Items that are classified as Hazardous Materials under CFR 49 sections 100 through 185, or classified as Dangerous Goods by the International Civil Aviation Organization (ICAO) or by the International Maritime Organization (IMO).
* Items classified as ORM-D under CFR 49.
* Items that cannot be transported by air (under CFR 49 Section 172.101 column 9a or 9b or CFR 49 Section 173.27.
* Special Permits that are required for transporting those products by land, air or sea.
* Information required for Buyer to properly create Hazardous Materials Shipping Papers as required under CFR 49 by the ICAO, and by the IMO for transporting Sellers’ products by land, sea or air, both domestically and internationally.
* Changes to any of the above required information, including changes to hazmat symbols on outer/inner packaging, prior to selling modified products to Buyer.

Seller further guarantees that Seller shall properly mark, label and package all products sold to Buyer in compliance with CFR 49.”

In order for items suspected of being defined as hazardous to be set up, received, sold or shipped to customers out of any of our SGA Food Group companies, the following documentation requirements are mandatory and are not negotiable:

* Photos of all six sides of the case or for drums 360° around the circumference of the container
* MSDS sheet which includes the Section 14 Transportation Requirements
* Food Services of America and Systems Services of America proprietary Hazmat Form

This information may be sent to FSA and SSA via email or your data pool through the Global Data Synchronization Network (GDSN).

**Exhibit H1**

**FSA Recall Procedure**

* FSA/SSA is notified by a vendor/supplier, broker, or chain account customer regarding FSA/SSA's involvement in a recall and must provide the following information:
  + **Vendor Name**
  + **Recall Type (USDA, FDA, State/Local Agency)**
  + **Recall Classification (I, II, or III)**
  + **Reason for the recall**
  + **Depth of recall (Do we call our customers?)**
  + **Product Description**
  + **FSA Item Number**
  + **GTIN or UPC or Vendor Code**
  + **Code Dates of Product affected (with decoder)**
  + **Number of cases affected**
  + **Purchase Order numbers**
  + **Specific instructions (Product hold, disposition, return, etc.)**

\*Vender/supplier or broker is to notify all FSA/SSA Operating Unit Recall Coordinators affected by recall along with FSA Corporate Quality Assurance, and provide recall information for all FSA/SSA locations (as opposed to providing FSA Corporate QA with complete recall information and providing each FSA/SSA location with only the recall information specific to their location).

\*\*If Vender/supplier or broker is aware of opportunity for FSA/SSA to have received recalled product from a redistributor, vender/supplier or broker will provide recall information to all FSA/SSA locations and FSA Corp. QA a list of known PO’s that include recalled product, along with a note that states “this list of PO’s does not include recalled product received from redistributors. Each FSA/SSA location should use provided item and code date information to evaluate their entire inventory for product included in this recall.”

**\*\*\***Chain account customers are to provide recall information to their SSA/FSA Accounts Management Team, in addition to the affected FSA/SSA Operating Unit Recall Coordinators

* A recall notice is submitted via the internal FSA/SSA Recall Tool to all affected FSA/SSA Operating Units.
* Affected product in all FSA/SSA warehouses is identified, marked as recalled product, and quarantined to prevent further shipment.
* FSA Sales Associates and SSA National Account Managers of customers affected by the recall are notified (who in turn notify any affected National Account Customers, as needed)
* The dates affected product was shipped from each FSA/SSA Operating Unit are determined and a list of customers that received affected product is produced by each FSA/SSA Operating Unit.
* Customers that received affected product are contacted within 4 hours via phone or automated voice messaging system.
* Product disposition instructions from recall initiator are executed: product destroyed and disposed, product collected from customers, product returned to vendor/supplier, etc.
  + Any product returned to FSA/SSA Operating Units is marked as recalled product and quarantined to prevent further shipment.
* Quantities of affected product in customer possession at time of recall are verified and these customers are credited.
  + SSA National Account Managers, Demand Planners, and Buyers work with vender/supplier for replacement product, as needed
  + SSA National Account Managers and FSA Sales Associates coordinate with Operating Unit Delivery team(s) if recoveries are needed
* The FDA Reportable Food Registry is updated, as applicable.
* Costs associated with recall for each FSA/SSA Operating Unit are tabulated and the recall initiator is invoiced accordingly.
* Mock recalls are conducted twice per year by each Operating Unit to verify effectiveness of recall process. Mock Recall performance is evaluated to ensure correct operation of recall tool and continuous improvement of recall procedures.
* \*In the event a safety/quality issue is identified with product in FSA/SSA’s possession to which FSA/SSA does not maintain legal title, product will be quarantined and the product owner contacted for direction.

|  |
| --- |
| **Revision(s) from previous version**: |
| 1. Updated policy naming convention |
| 1. Expanded policy to include product not owned by FSA/SSA to document the current procedure |
| 1. Added process for obtaining replacement product from supplier/vender to document our current process |

**Exhibit I**