**Minimum Specifications for Bid 05315**

**Exhibit B**

**requirements and specifications**

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1. PRICE CHANGES & aUDITS

**Subsequent Contract Product Price Changes**: Successful 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, the successful 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 state customer 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 Vendor 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, the offeror warrants, at a minimum, that the State of Washington and its customers will receive rebates and discounts equal to or better than the offeror's most favored commercial or other state customer. The offeror 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, the successful 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 vendor 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 a vendor's normal commercial practice may be used to negotiate the allowances or savings.

The Vendor 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 Vendor 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. Vendor Part or SKU Number.
6. Product Description & Manufacturer/Brand
7. Usage quantity.

At the end of the Food Show allowance period, the vendor 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 the customers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The deviated price is the unit price that is to be submitted as a vendor catalog transaction during this time frame.

1. CUSTOMER SERVICE

The Vendor shall treat each and every customer 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 customers covered under this contract.

1. special order and new items

If a customer desires to order an item that is not part of the vendor's inventory, the Vendor will be allowed a total of thirty (30) days to source items, and add to the vendor commercial catalog and online ordering system. These items should then become a permanent part of the Vendor'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). Customers will be required to keep the vendor informed of future ordering practices to assist in inventory planning. Conversely, when Vendor changes an item from regular to special order, they shall provide at least one week advance notice to customer.

The vendor shall assume the responsibility of introducing new food items that are consistent with the customers continuing food program

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

1. Electronic ORDERING SYSTEM

Customers will place orders directly to the vendor through a commercial online ordering system provided at no cost by vendor to the customer. The vendor shall provide the customer the information, training and customer service/repair necessary to perform the ordering. If vendor-owned software and/or hardware are furnished, the vendor 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 vendor. It will be returned to the vendor at the conclusion of the contract.

It is conceivable that all items available to be purchased through the vendor’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 customer may also provide the vendor 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 vendor shall be responsible for providing on-site customer training on the use of the electronic ordering system. Furthermore, the vendor shall be responsible for providing training materials, i.e. user manuals, etc. to the customer.

Any emergency service or repair calls for vendor 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 vendor-owned equipment is not functioning properly, the vendor 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 vendor 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 the customer receives a confirmation order at the customer’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 RFP will be limited to product 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'’ 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, vendor 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 customer 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 customer’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

Vendor 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 vendor 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 vendor 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 firm, subcontractor, or recognized industry association shall be maintained and made available to the state at the CPRM RFP Coordinator’s request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the RFP Coordinator 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 vendor 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 practice. 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 customer.
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 vendor 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 vendor 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 vendor'’ equipment shall be the sole responsibility of the vendor.
2. The vendor shall furnish mechanically refrigerated and non-refrigerated dispensing machines and heads suitable for use with the vendor 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 vendor 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 Vendor 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 vendor 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 vendor 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 Vendor shall remain the property of the vendor and must be returned to the vendor 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 vendor 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 vendor must stock that item within thirty days of notification.

1. DELIVERY

Deliveries shall be F.O.B. destination to all customer delivery locations. All items will be delivered to customer 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. Frozen foods, refrigerated foods, and non-refrigerated foods are to be palletized separately. Pallets will not exceed 5 feet in height. 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 vendor 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 customer, unless less frequent stops are requested and/or agreed upon by the customer. Certain customers, 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 Vendor in coordination and acceptance/approval with the individual customers on a post award basis.
4. All deliveries are subject to inspection at destination. Non-conforming products may be rejected at vendor expense.
5. FILL RATE CALCULaTIONS AND PENALTIES

Vendor 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 the state customers, with accepted substitutions, fall below the fill rate agreed to in the contract, the CPRM, 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 need to be 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 vendor may be asked to fill supplemental orders for customer institutions. All supplemental orders for products should be next day or next scheduled delivery day service. The selected Vendor will provide CPRM the name of the vendor’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. The vendor is required to submit plans for handling supplemental orders including the fee, if any, that may be charged as provided for in Exhibit C – Non-Cost Factors.

1. AUTHORIZED RETURNS

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

1. CUSTOMER SUPPORT

The Vendor 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 the customers after 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 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 (customer). 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 vendor 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 a state-authorized representative. For unauthorized substitutions, customer will determine whether to reject or accept, and if accepted, reserves the right to reimburse vendor 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 the customer 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 Vendor 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 hours for perishable and within thirty days for non-perishable goods. If vendor fails to pick up the rejected products within those time frames, customer reserves the right to consider them property of the state and dispose of them as seen fit, with no reimbursement to vendor. Credit due to the customer as a result of the rejected product being returned, will be handled through a receipts adjustment process in the ordering system. If the vendor has already been paid for the product, a credit will be issued through the customer’s financial system.
4. If a customer requires a one-to-one replacement, no additional paper work is necessary. The vendor 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 is to 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 vendor 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 vendor 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 solicitation.

1. VENDOR QUALITY SYSTEM & MANAGEMENT VISITS

The CPRM and/or its designated representative may conduct Vendor quality and management visits to review the vendor 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 customers, 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 vendor shall make all arrangements for visits by CPRM designated personnel to vendor, subcontractors and suppliers. A visit agenda and schedule will be provided at least five (5) business days prior to any visit. CPRM 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 vendor, or a vendor'’ employee may result in the immediate cancellation of this contract.

The Proposer is required to have sufficient personnel to rotate drivers for deliveries at secured institutions. Proposer 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 by the Proposer to the RFP Coordinator 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 agency customers 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 CPRM Procurement Coordinator 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 customer, 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 vendor 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 customer via off-price reductions, or that are due to the customers, 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 customer 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 customer, 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 procurement coordinator is to 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 Proposer certifies that the product packaging materials do not contain polychlorinated biphenyls (PCBs) of one part per million.

1. CONTRACT IMPLEMENTATION PLAN

The successful contractor shall provide, upon request, a proposed implementation schedule within five (5) calendar days (or as mutually agreed) after date of notification of award in order to implement a fully functional distribution account, including all electronic catalog transactions, for all customers covered by this solicitation. The state reserves the right to review the schedule and make recommendations for improvement.