

Contract No. 22-1001

between

NORTHEAST WASHINGTON ESD 101
(hereinafter referred to as NEWESD101)
4202 S. Regal St,
Spokane, WA 99223

and

Good Source Solutions, Inc.
DBA: Gold Star Foods – Northwest Distribution Division
(hereinafter referred to as Contractor)
Northwest Distribution Division
P.O. Box 277 Emmett, ID 83617

Federal Identification # 33-0885546

In consideration of the promises and conditions contained herein, NEWESD101 and Contractor do mutually agree as follows:

I. DUTIES OF THE CONTRACTOR

A. The general objective(s) of this contract is/are as follows:

This Contract is for the regular delivery of nutrition service food products as listed in attachment A of this contract. The vendor must have the ability and willingness to deliver to all Contractors in NEWESD101 as listed. This contract is anticipated to have an annual total sales amount of approximately \$1,470,000.

B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the following specific duties to the satisfaction of the NEWESD101's designee, Abby Miller:

The Contractor will ensure the timely delivery of goods with a standard lead time of 14 calendar days from receipt of order. School Food Authorities must purchase a minimum of 30 cases or \$1,000 in order to receive direct deliveries of shipments. Contractor will follow this agreement as specified in Terms and Conditions.

**II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE
AND
SCHEDULE OF PERFORMANCE**

No costs shall be incurred under this Contract until fully executed and subsequent to the termination date.

The schedule of performance of Contractor's duties is as follows:

August 1, 2022, or date of execution, whichever is later, through July 31, 2023.

III. DUTIES OF THE NEWESD101

A. Based on projected usage data for districts contracted with NEWESD 101 the estimated value of this contract is \$1,470,000. Payment for satisfactory performance shall not exceed this amount at a rate greater than 10% unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

Maximum consideration for this entire contract shall not exceed \$1,617,000.

Funds for the payment of this contract are provided by participating districts as listed in this contract. Payment methods and frequency shall be established between the Contractor and member districts.

IV. RENEWAL

NEWESD101 has the right to renew this contract in whole or in part for the year(s) 2023-2024, 2024-2025, 2025-2026, 2026-2027 by giving notice on or before April 1st to the Contractor, unless an emergency exists, and/or special circumstances require a partial term extension. If NEWESD101 provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous contract year, provided that NEWESD101 and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous contract.

V. CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this contract.

Contractor	NEWESD101
Bryan Storaci Distribution and Contracts Manager 1750 W Hwy 52, P.O. Box 277, Emmett, ID 83617 Phone: 208-398-2497 Email: bstoraci@toolsforschools.com	Abigail Miller Regional Child Nutrition Specialist NEWESD101 4202 S Regal St, Spokane WA 99223 Phone: 509-789-3557 Email: abmiller@esd101.net

VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment B – Request for Proposals with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor’s Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VII. APPROVAL

This contract shall be subject to the written approval of the NEWESD101’s authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing contract.

Good Source Solutions, Inc

NorthEast Washington ESD 101

DocuSigned by:
Bryan Storaci
 Signature

Distribution Services/Contract Manager

DocuSigned by:
Kassidy Probert
 Signature
 Kassidy Probert, Asst. Superintendent

Bryan Storaci 7/21/2022 | 7:14 AM PDT
 Print Name Date

Kassidy Probert 7/21/2022 | 8:00 AM PDT
 Print Name Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Non-profit organization? yes* no
 *If yes, under what IRS section?
 Please attach a copy.

Unified Business Identifier # 602-136-896

Federal ID # 33-0885546

Attachment A: Participating School Contractors

School Contractor	Address	Contact Person	Phone	Email
Cheney	12414 S Andrus Rd, Cheney, WA 99004	Chef LJ Klickenberg	509 559 4599	jklinkenberg@cheneysd.org
Chewelah	210 N Park St, Chewelah, WA 99109	Pam Hergesheimer	509 685 6800	phergesheimer@chewelakhk12.us
Columbia	4961B Hunters Co Shop Rd, Hunters, WA 99137	Lora Storgion	509 722 3278	lstorgion@columbia206.net
Colville	217 S Hofstetter St, Colville, WA 99114	Ethel Buckley	509 684 7850	ebuckley@colsd.org
Curlew	47 Curlew School Rd, Curlew, WA 99118	Chris Miller	509 779 4931	chrMiller@curlew.wednet.edu
Loon Lake	4001 Maple St #183, Loon Lake, WA 99148	Debbie Swearngin	509 233 2212 EXT 120	dswearngin@loonlakeschool.org
Newport	1380 W 5th St, Newport, WA 99156	Sheila Myrvang	509 447 3167	myrvangsheila@newportgriz.com
Northport	120 Summit Ave, Northport, WA 99157	Andrea Corcoran	509 732 4441	acorcoran@northportschools.org
Onion Creek	2006 Lotze Creek Rd, Colville, WA 99114	Matt Thompson	509 732 4240	mthompson@ocsd30.org
Reardan-Edwall	PO Box 225 Reardan, WA.99029	Therese Witter	509 796 2701 EXT 313	twitter@reardansd.net
Washtucna	730 Booth Ave, Washtucna, WA 99371	Tabitha Canario	509 646 3237	tcanario@tucna.wednet.edu

Attachment B: Terms and Conditions

1. PRICE ADJUSTMENTS

NEWESD101 encourages all vendors to quote prices on the basis that they will be increased or decreased as the market costs fluctuate. **Changes in prices may not occur more than once in a four-week period.** School Food Authorities (SFAs) must be notified prior to price increases. SFAs must be given notification of price increases 30 days prior to implementation if at all possible along with justification for the increase. It is the expectation of the NEWESD101 that the fixed fee will not change during the contract period and any subsequent renewals, but that the manufacturer's cost may vary. Initial product pricing submitted on RFP spreadsheet will be as of May 1, 2022.

Cost is defined as the manufacturer's cost to the distributor plus the industry standard of freight cost to the distributor's dock minus any rebates or quantity discounts.

2. SUBSTITUTIONS

If a vendor is temporarily out of stock of a particular item, an equal or superior product may be delivered, with prior approval of the SFA. If product pricing will increase as a result, then specifications listed in section 3.C "Price Adjustments" must be followed. If a vendor is unable to deliver a product or an approved substitute, NEWESD101 member Contractors shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The vendor shall not change or substitute a product brand or specification of any product without approval of the NEWESD101. Substitute products must meet all child nutrition standards as outlined in Exhibit I Specifications. SFAs must be provided with manufacture spec sheets prior to substitution delivery.

In the event new products are introduced into the market place that will better serve the NEWESD101's interests, the NEWESD101 may elect to substitute the new product for a like item contracted in the RFP.

3. STOCKING PRODUCTS

At a minimum 90% of items listed in Exhibit G must be in stock and available for sale to all customers. Special order items must not exceed 10% of total product. Items specified "**or equal to**" or "**distributor's choice**" will be accepted only if the item meets the same quality and nutritional value as the brand specified.

4. ANNUAL ADJUSTMENTS OF FIXED FEE

Increases in pricing for the second and ensuing years of the agreement may be opened to negotiations with NEWESD101. NEWESD101 will require the successful vendor to furnish evidence of increased costs of doing business, but under no circumstances shall this increase exceed the U.S. Implicit Price Deflator of the preceding year. Such fee changes, if approved, will be effective August 1 and will remain constant throughout the contract year.

5. NON-RFP ITEMS

The SFA(s) may elect to purchase from awarded vendor additional food and supply items not specifically priced in the RFP. Such items may be stock or non-stock items. Prices for such non-RFP items shall comply with all pricing procedures outlined within this RFP. These additional purchases shall not exceed 110% of the anticipated contract value.

6. SHIPPING TERMS

All goods will be shipped Freight on Board (FOB) destination, freight prepaid and included in unit pricing.

7. AMERICANS WITH DISABILITIES ACT

NEWESD101 complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this RFP in an alternative format.

8. BUY AMERICAN

Proposer will comply with the Buy American Provision, which dictates that Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially using agricultural commodities that are produced in the US. Substantially means that over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. (7CFR 250.23 (a)(b), 250.17 (e)), (7CFR 210.21 (d)).

9. FEDERAL RESTRICTIONS ON LOBBYING

The Proposer must certify by signing and submitting the Proposer's Authorized Offer page of this RFP with submission of its Proposal, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., (2CFR 200.326 (i)), no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10. DEBARMENT AND SUSPENSION

The Proposer certifies, by submission of this Proposal, that neither it nor its "principals" (as defined in [49CFR 29.105 \(p\)](#), [2CFR 200.326 \(h\)](#), and [RCW 39.26.200](#) is presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Agency or State of Washington agency.

11. PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

12. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR

Contractor and the Contractor's employees and agents shall perform all duties pursuant to this contract as an independent contractor. NEWESD 101 shall not control or supervise the manner in which this contract is performed nor withhold or pay any taxes on behalf of the Contractor or the Contractor's employees or agents. Personal liability insurance is the responsibility of the Contractor and shall not be provided by NEWESD 101.

Contractor certifies they are customarily engaged in the business for which this contract is written, that they are responsible for filing a schedule of expenses with the Internal Revenue Service on the next applicable filing date, that they have established an account with all state agencies requiring such registration or license and that they are maintaining a separate set of books and records reflecting items of income and expense for their business.

Contractor shall provide to NEWESD 101 their Unified Business Identifier (UBI) number issued by the Washington State Department of Revenue. If no UBI number has been issued, Contractor certifies that total yearly receipts for all contract work are below the threshold established by the Washington State Department of Revenue as seen at <http://dor.wa.gov/content/doingbusiness/>.

13. INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the Contractor or the Contractor's employees or agents' performance or failure to perform duties pursuant to this contract shall be the Contractor's sole obligation, and the Contractor shall defend, pay costs of defense, indemnify and hold harmless NEWESD 101 and the NEWESD 101's employees and agents in full for any and all such acts or failures to act on the part of the Contractor or the Contractor's employees or agents. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.

14. DRUG FREE WORKPLACE

Contractor and the Contractor's employees or agents shall perform all duties pursuant to the contract in compliance with the intent of the NEWESD 101 Drug-Free Workplace Policy, which states in part that "...NEWESD 101 recognizes its responsibility to maintain a drug-free workplace. In recognition of that responsibility and in order to be in compliance with the Drug-

Free Workplace Act of 1988, no employee engaged in work shall unlawfully manufacture, distribute, dispense, possess or use without a valid prescription on or in any approved NEWESD 101 building, premises, assigned work location or vehicle any alcoholic beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance”.

15. CRIMINAL ACTIVITY

Contractor and the Contractor's employees or agents shall perform all duties pursuant to the contract without conviction of any crime against persons, nor be found in any dependency action by a court in a domestic relations proceeding or in any disciplinary board final decision to have sexually assaulted or exploited any minor.

Contractor shall ensure that the Contractor and the Contractor's employees or agents having unsupervised access to children in the performance of this agreement have no prior conviction, civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children. Furthermore, the Contractor shall require that the Contractor and the Contractor's employees or agents who have regularly scheduled unsupervised access to children are fingerprinted and checked through the Washington State Patrol (WSP) criminal identification system, prior to performing services under this contract.

16. TERMINATION

This contract may be terminated by the NEWESD 101 superintendent at any time, with or without reason, upon written notification thereof to the Contractor. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight of the second day following the date of its posting in the United States mail--addressed as first noted herein--in the absence of proof of actual delivery to and receipt by the Contractor by mail or other means at an earlier date and/or time.

In the event of termination by NEWESD 101, the Contractor shall be entitled to an equitable pro ration of the total compensation provided herein for uncompensated services, which have been performed as of the date of termination of this agreement.

17. VERBAL AGREEMENTS

This written contract constitutes the mutual agreement of the Contractor and NEWESD 101 in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

18. APPLICABLE LAW

This contract shall be governed by the laws of the state of Washington. Venue for any legal action shall be proper only in Spokane County, Washington.

Contractor shall comply, where applicable, with the Contract Work Hours and Safety Standards Act and any other applicable federal and state statutes, rules and regulations.

Contractor and the Contractor's employees or agents shall inform NEWESD 101, in writing and prior to performing any services under this contract, if the Contractor and the Contractor's employees or agents are past or present Washington state employees. Written notification shall include the individual's name, social security number, date(s) of employment and last employer.

19. NONDISCRIMINATION

Contractor assures NEWESD 101 that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender, disability or sexual orientation. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.

20. ETHICAL CONDUCT

Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty pursuant to this contract in which duty such person has participated as an employee of NEWESD 101 and the Contractor shall ensure there are no violations of Chapter 42.23 RCW, Code of Ethics for Municipal Officers - Contract Interests.

Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service pursuant to this contract that is in violation of the Ethics in Public Service law in RCW 42.17.130 related to campaign finances and lobbying and RCW 41.06.250 prohibiting the use of public resources for political activities.

21. DISPUTES

Notice of potential disputes between the Contractor and NEWESD 101 on the interpretation of the content of this contract or any appendices must be served in writing to the other party to this contract. There shall be an attempt to resolve the dispute, but if resolution is not possible, each party shall submit their position and supporting documentation to the NEWESD 101 Board of Directors, whose decision shall be final.

22. OWNERSHIP OF WORK PRODUCTS

Data that originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by NEWESD 101. Data shall include, but not be limited to, reports, documents, pamphlets, articles, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes ownership of all intellectual concepts and properties embodied in data, the right to copyright, patent or register data, and the right to transfer ownership of data.

This section shall not be construed to grant ownership to NEWESD 101 for materials that were not originated under this contract. Materials generated prior to the beginning of this contract and/or not originated under this contract are not owned by NEWESD 101.

23. COPYRIGHT

Contractor shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this contract. This shall not include materials originated under this contract to which ownership belongs to NEWESD 101, as discussed in the previous section.

24. RECORDS, DOCUMENTS AND REPORTS

Contractor shall maintain books, records, documents and other evidence, which sufficiently and properly reflects all costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review or audit by personnel duly authorized by law, rule, regulation or contract. These records will be available in order to make audit examinations, excerpts and transcripts. The Contractor shall retain all books, records, documents and other materials relevant to this contract for six (6) years after settlement and make them available for inspection by persons authorized under this provision.

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