



REQUEST FOR PROPOSALS

Solicitation No: 19-0006

For the Provision of

**District-Wide Broadline Grocery and
Distribution of USDA Foods**

RFP Closing (Due Date & Time):

June 5, 2019 at 2:00 PM Pacific Time

Issued by:

Beaverton School District 48J

16550 SW Merlo Road

Beaverton, Oregon 97003

March 15, 2019

REQUEST FOR PROPOSAL (RFP)

Solicitation No: RFP 19-0006

Summary

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of District-Wide Broadline Grocery and Distribution of USDA Foods.

A **MANDATORY Pre-Proposal Conference** will be held on March 22, 2019 at 10:00 AM Pacific Time at Nutrition Services Plum Conference Room at 18640 NW Walker Road, Suite 1400, Entrance D1, Beaverton, OR 97006. A call-in number is available for prospective Proposers upon request.

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation to Justin Sweet, Contract Specialist, or designee, at the District Administration Center located at 16550 SW Merlo Road, Beaverton, Oregon 97003 **NOT LATER THAN:**

SOLICITATION DUE DATE AND TIME (CLOSING):
June 5, 2019 at 2:00 PM Pacific Time

No public opening will occur. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers, or the contents of any proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

Proposers are solely responsible for ensuring that the Beaverton School District receives its Proposal.
LATE PROPOSALS WILL NOT BE ACCEPTED.

Prospective Proposers must register with ORPIN – <http://orpin.oregon.gov/> to obtain the solicitation documents.

All questions and comments regarding this solicitation must be directed **ONLY IN WRITING** to Justin Sweet, Contract Specialist, by email to: contracts@beaverton.k12.or.us

PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.

THE DISTRICT MAY REJECT ANY PROPOSAL NOT IN COMPLIANCE WITH ALL PRESCRIBED REQUIREMENTS.

SECTION I – INTRODUCTION
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District-Wide Broadline Grocery and Distribution of USDA Foods

1. INTRODUCTION:

This Solicitation is issued pursuant to ORS 279A, ORS 279B and the Oregon Attorney General Model Rules Divisions 46 and 47.

2. DEFINITIONS:

The term District or Owner throughout this document means the Beaverton School District (BSD). The term Proposer means the person or firm that submits a Proposal in response to this Solicitation. The term Proposal or Offer means a written response to provide Goods or Services in response to this Solicitation. Closing means the date and time specified in the Solicitation as the deadline for submitting Proposals. Contractor or Supplier means the firm awarded a Contract as a result of this Solicitation. School year is defined as July 1 through June 30.

3. SOLICITATION REVIEW:

Proposers must carefully review the Solicitation documents and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by protest pursuant to QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST in Section III, protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award may not be favorably considered.

4. BACKGROUND:

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 41,000 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, and five (5) Options Schools.
- c. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District.

5. SCOPE OF WORK:

The District is seeking the services of qualified firms for the provision of District-wide broadline grocery distribution, and USDA foods receipt, storage, inventorying, and delivery services on a requirement basis.

6. CONTRACT:

The successful Proposer, selected by the District, will receive a Master Price Agreement. A sample is enclosed herein (see SECTION V - ATTACHMENTS).

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- b. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.

Individual Purchase Orders (PO) will be issued by the District as needed.

7. AMENDMENTS:

The District may amend a Contract without additional competition pursuant to OAR 137-047-0800.

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8. CONTRACT PERIOD/EXTENSION:

- a. Selected Proposer will be issued a Contract effective upon full execution, through August 15, 2020.
- b. Should the District elect to extend the Contract for an additional one (1) year term, the District will send correspondence to the Contractor on or about two (2) months prior to Contract End Date for each consecutive contract period.
- c. The District may elect to extend the Contract for a total of four (4) one (1) year terms. In no event will the contract be extended beyond August 15, 2024.
- d. The Supplier's Pricing and Rates must remain firm through August 15, 2020 and through August 15 of each contract period, when extended.

9. CONTRACT ADMINISTRATOR:

The Contract Administrator for this Master Price Agreement will be the Purchasing Manager, or designee.

10. DISTRICT REPRESENTATIVE:

The District Representative for this Contract is the Nutrition Services Administrator, *and* Nutrition Services Purchasing Agent, or designee.

11. SOLICITATION SCHEDULE:

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. The District reserves the right to deviate from this schedule.

<u>Solicitation Milestone</u>	<u>Completion Date</u>
MANDATORY Pre-Proposal Conference	March 22, 2019 at 10:00 AM
Deadline for Equivalent Product Request	April 5, 2019
Deadline for Equivalent Product Samples*	April 18, 2019
Deadline for Questions	May 24, 2019
Submit Proposals	June 5, 2019 at 2:00 PM

*Samples for Equivalent Product Requests must be submitted by Proposers upon request by the District.

12. CONTACT DURING SOLICITATION:

Questions must be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation process is permitted. Unauthorized contact regarding this solicitation may subject the offender's Proposal to rejection.

SECTION II – STATEMENT OF WORK
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District-Wide Broadline Grocery and Distribution of USDA Foods

1. **PURPOSE AND INTRODUCTION.** The awarded Proposer shall be responsible for the year-round provision and distribution of food, grocery, snacks, and kitchen supplies to all District sites as requested by the District. In addition, Contractor is solely responsible for the receipt, inventory, storage, and distribution of USDA Foods (formally known as USDA Commodities) and products to the District's sites utilizing best practice and method selected by the District.
2. **PRODUCTS AND SPECIFICATIONS.** Contractor must provide only the products listed on the Price Schedule (see Section V – Attachments), or District approval equals. Product Specifications must meet or exceed District's requirements as listed on the Price Schedule. The following general specifications must be used on all products:
 - a. Products sold to the District must be warranted and guaranteed resalable by the Contractor.
 - b. No re-worked products or culls shall be acceptable.
 - c. When manufacturers' names, item numbers, trade names, make, model or catalog numbers are used in the District's specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive.
 - d. Processed products must not contain monosodium glutamate (MSG).
3. **MANUFACTURER'S REQUEST FOR QUOTE.** The District reserves the right to request pricing via a Manufacturer's ITB or Request for Quote for products to be delivered to, or picked up by the Contractor. Should the District exercise this option, the Contractor would add a fixed fee onto the product pricing of the products the District has Bid or requested a quote for. Products would be added to the Contract using an amendment, all other Contract pricing, terms and conditions will remain unchanged.
4. **ADDING/DISCONTINUING PRODUCTS ON CONTRACT.** The District reserves the right to change product mix during the Contract term. If new products are added, Contractor must provide District with Contractor's direct cost, and the mark-up price on the product, mark-up must be consistent with the proposed mark-up in response to this Solicitation.
5. **SAMPLES.** Upon request, samples must be provided to the District at no charge, and must be delivered within one (1) week of request. Sample items, if added to the Contract, may be retained by the District to determine if the quality and workmanship of the delivered items are comparable to the sample submitted. All samples provided by Contractor not consumed in testing, or retained by the District, will be disposed of by the District.
6. **CONTRACTOR DISCONTINUATION OF A PRODUCT.** The Contractor must not discontinue a product during the Contract term without prior approval by the District. **Notice of discontinued product must be provided to the District in writing at least fifteen (15) business days prior to the discontinuation.**
 - a. Written notification for discontinued product(s) must contain justification for the discontinuation.
 - b. Contractor must offer an equivalent replacement product utilizing the Substitution Information Form (see Section V – Attachments), and must provide samples upon the District's request.
 - c. Substitution Request Information Form must be accompanied by:
 1. For Food Items
 2. CN Label or Product Formulation Statement
 3. Nutrition Facts
 4. Ingredients List
 5. Cooking Instructions if applicable

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6. Buy American Statement of Compliance
 - ii. For Non-Food Items
 1. Specification Sheets
 - d. Contractor must Provide substitute product at a unit price equal to or less than the price of the discontinued product.
 - e. In the event Contractor fails to notify the District fifteen (15) business days prior to the discontinuation of the product and the District is forced to use a substituted product, the Contractor must provide the substituted product at a unit price equal to, or less than, the discontinued product. Unit of measure will be determined at the District's sole discretion.
 - f. In the event Contractor is unable to procure a substitute and the District is forced to procure a substitute product from another supplier, the Contractor must reimburse the District for any price variance.
7. **PERMANENT SUBSTITUTION USING EQUIVALENT PRODUCTS.** During the solicitation process, the Contractor may propose equivalent products as a permanent replacement in lieu of the required products. After the Contract has been executed, Contractor may offer substitute product(s) on a permanent basis utilizing the Substitution Information Form provided by the District. All requested equivalent products must:
 - a. Meet or exceed the specifications of the products on the Price Schedule (see Section V – Attachments).
 - b. Be submitted on the Substitute/Equivalent Product Request (see Section V – Attachments), and be accompanied by:
 - i. For Food Items
 1. CN Label or Product Formulation Statement
 2. Nutrition Facts
 3. Ingredients List
 4. Cooking Instructions if applicable
 5. Buy American Statement of Compliance
 - ii. For Non-Food Items
 1. Specification Sheets
 - c. Requests for permanent substitution using equivalent products are to be pre-approved by and used at the sole discretion of the District.
8. **TEMPORARY SUBSTITUTIONS.** All temporary substitutions must be approved by the District before shipment of the order. The Contractor must offer a temporary substitution for any product unavailable at time of order shipment. The District reserves the right to return or reject substituted products that are not pre-approved by the District. Return of products not pre-approved and associated expenses shall be incurred by the Contractor. These substitute products must be of equal or lower unit price (unit as defined by the District and be requested using the Substitution Information Form (see Section V – Attachments) and be accompanied by:
 - a. For Food Items
 - i. CN Label or Product Formulation Statement
 - ii. Nutrition Facts
 - iii. Ingredients List
 - iv. Cooking Instructions if applicable
 - v. Buy American Statement of Compliance
 - b. For Non-Food Items

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i. Specification Sheets

The District reserves the right to determine whether offered substitute products are equivalent to or better than the original product.

9. **UNAUTHORIZED SHIPMENT/SUBSTITUTION.** The Contractor must deliver only those brands and items awarded from this Solicitation, or District approved substitutions. The Contractor must contact the District for approval to ship any unauthorized items due to a change in product code number, brand, pack change, etc.
 - a. If an unauthorized shipment or substitution occurs the Contractor shall be responsible for recovering all items at no charge to the District.
 - b. If a change is necessary, a written explanation for the change shall be given to the District at the time approval is requested.
10. **EQUIPMENT.** Contractor shall be responsible for providing all delivery trucks, equipment, tools, and materials required to complete the Work for the term of the Contract. Contractor is solely responsible to keep delivery trucks, equipment, and tools in good working order and appearance.
11. **LOSS OF FUNDS.** In the event of a loss of state or federal funds to the District due to Contractor's failure to meet Child Nutrition (CN) Label, Product Analysis, or Buy American Provision Requirements, the Contractor must reimburse the District for all loss of federal or state reimbursement, and other applicable revenue. Contractor must reimburse the District within thirty days (30) of receipt of invoice from the District.
12. **ORDERING.** The District will order on an as needed basis. Contractor must have a representative available for ordering a minimum of eight (8) hours between the hours of 7:00 AM and 5:00 PM Pacific Time, Monday through Friday. See DELIVERY REQUIREMENTS section for more information.
 - a. Contractor must provide an ordering system which accepts orders via email, or orders via File Transfer Protocol (FTP), or similar format that is compatible with the District's electronic Food Service Management System (FSMS). Contractor must accept orders in PDF, Microsoft Excel, or CSV file formats. Orders from the District will include at minimum Contractor supplied customer number per site, District's site ID, vendor stock number, pack quantity ordered, delivery date.
 - i. Contractor must not require the District to manually, or verbally enter orders in a Contractor's existing ordering system.
13. **SHORTAGES ON ORDERS.** The Contractor must provide a list of shortages with alternative substitution(s) no later than 10:00 AM Pacific Time, one (1) business day prior to the scheduled delivery date. District must not be charged for additional delivery fees, and unit prices must be equal to or less than the original product unit price, unit as defined by the District. The shortage list must contain at minimum the following:
 - a. Supplier's product identification number
 - b. Description and name of the products
 - c. Quantity being shorted
 - d. Name of Site(s) being affected by the shortage
 - e. Alternative substitution(s) see TEMPORARY SUBSTITUTION.
14. **ORDER SHIPMENT REQUIREMENTS.** Contractor must fill ninety-eight percent (98%) of the original order on the scheduled day of the delivery. The remaining two percent (2%) must be delivered within twenty-four

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(24) hours of the scheduled delivery day, unless, at the District's sole discretion, a new delivery date is scheduled.

- i. Approved substitutions will count towards complete measurement and must be delivered on designated delivery day.
- ii. Shortage on products will be counted as a non-delivery and are subject to LATE DELIVERIES/NON-DELIVERY detailed below.
 1. Expedited delivery is encouraged to fill shortages and back stocks, Contractor must not charge the District additional delivery, service charges, or other fees.

15. **DELIVERY REQUIREMENTS.** Contractor must make deliveries to the District as requested throughout the school year, and for the duration of summer programs. Deliveries must be made as needed, to multiple sites, and within the time frame requested for each delivery. A list of District schools/sites and addresses is attached as Delivery Location Information (see Section V – Attachments).
- a. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District. Contractor must not limit the number of or location of delivery sites.
 - b. It is the Contractor's responsibility to conduct site visits to all delivery locations to familiarize their personnel with the conditions at each location.
 - c. Contractor must provide deliveries are at least once per week at all sites. Multiple delivery sites require twice a week delivery during the school year, usually on Mondays and Wednesdays. However, some sites may accept delivery on other days. Contractor must not limit the number of sites requiring twice weekly delivery.
 - d. Deliveries for the summer program will be determined by June 1 of each year of the Contract. The desired delivery day or days and number of delivery sites (the number and locations may vary from year to year) will be communicated by the District to the Contractor at this time. The summer programs generally run from the week after school ends through the summer until the week before school starts.
 - i. Contractor must not limit the number of deliveries for the summer program.
 - e. **Delivery times during the school year must be between the hours of 6:00 AM and 2:00 PM Pacific Time.**
 - i. Delivery windows during summer program operating dates will vary depending on site and year.
 - ii. In instances where the delivery location at the school is such that the contractor's equipment may impact the safety of children, parents, staff, or create a dangerous traffic situation during pick up, drop off, and meal periods, Contractor must NOT deliver within fifteen (15) minutes either side of the bell schedule, see Delivery Location Information (Section V – Attachments), for start of school or end of school. Schools with these issues are noted on DELIVERY LOCATION INFORMATION.
 - f. Contractor must only deliver products, and quantities of products ordered by District Representative. Products must not be shipped or delivered until receipt of a District order.
 - g. Products that do not meet specifications may be rejected, at the sole discretion of the District, and Contractor must provide replacement of the rejected products within twenty-four (24) hours of the delivery date at no additional cost to the District.
 - h. Contractor must furnish proof of delivery for signature in every instance, and all deliveries must be accompanied by proof of delivery, see PROOF OF DELIVERY AND INVOICING.
 - i. All orders must be delivered in a clean truck, and organized for easy off loading and receipting. Stacked loads must be no higher than five (5) feet, with the heaviest of products on the bottom.

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- j. Contractor must ensure all delivery staff wears a uniform and/or identification (ID) badge that identifies them as a representative of the Contractor.
- k. Contractor must provide delivery inside the District school/site, and must unload and place the product in the school/site as directed by the District.
 - i. Any cost incurred due to the failure of the Contractor to comply with this requirement will be charged back to the Contractor.
- l. All dry goods products must be delivered and placed inside dry goods storerooms on a first-in first-out basis.
- m. All frozen products must be placed in freezers, and must be delivered in a frozen state between the temperature of zero (0) degrees Fahrenheit (F) and ten (10) F. This temperature range must be maintained during transit and delivery. A temperature above 10 degrees F is subject to further examination and may result in the rejection of the product. Products must show no signs of freezer burn, or evidence of thawing at the time of delivery.
- n. All products requiring refrigeration must be placed in coolers, and must be delivered in a refrigerated state with an internal temperature not exceeding forty (40) degrees F. Refrigerated products must show no signs of freezing.
- o. Contractor must remove all debris and rubbish resulting from delivery off site in a responsible manner. The premises must be left in a neat, unobstructed condition upon completion of the delivery.
- p. If deliveries are made during meal times, Contractor must deliver the ordered goods into the appropriate storeroom/refrigerator/freezer for each site. The delivery slip must be marked, "Not Counted" and in the event of any discrepancies between the delivery slip and the actual count of items delivered, then the Contractor shall be responsible for any shortages by bearing the cost of the missing items, and by sending replacement items within (1) one business day if it is determined the product cannot be reordered for the next scheduled delivery day.
 - i. In the event of delivery outside of scheduled times, then the same conditions outlined above for deliveries during meal times shall apply.
- q. Replacement of rejected products must occur within (1) one business day and at no cost to the District, if it is determined the product cannot be reordered for the next scheduled delivery day.
- r. Contractor must have delivery capability for emergencies which may include, but are not limited to theft, product recall, refrigeration/freezer breakdown, and food spoilage.
- s. The Contractor shall be responsible for the delivery of items in good condition to the point of destination. The receiving District representative will note for the benefit of Contractor when packages are not received in good condition.

16. LATE DELIVERIES/NON-DELIVERY. Contractor must provide timely delivery of all orders to all District sites.

- a. Late Deliveries
 - i. If Contractor is unable to deliver to any District site by 2:00 PM of an agreed upon scheduled delivery day, Contractor must notify the District Representative by phone or email, and the affected site(s) by phone, of the delay, and communicate all pertinent information.
 - A. If there is a change in delivery time of more than thirty (30) minutes after the first communication of delay, Contractor must notify the District Representative and affected site(s).
 - ii. The District reserves the right to refuse a late delivery, refusal to receive the attempted late delivery must be at no charge to the District. Upon refusal, at the District's request, Contractor must redeliver the next business day during the normal delivery window. Redelivery must be at no charge to the District.

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- iii. Contractor's repeated failure to meet the 2:00 PM delivery deadline without a good faith effort on the part of the Contractor or despite the good faith efforts of the Contractor to resolve the issues causing the continued tardiness may result, at the District's sole discretion, in the application of a fee in the form of \$100.00 short pay on the invoice of each District site delivered after 2:00 pm on the scheduled day of delivery.
 - A. In order to provide the Contractor with an opportunity to correct the issues causing late delivery, the District will give the Contractor notice fifteen (15) business days prior to applying the short payment fee.
 - B. If within fifteen (15) days following notice the Contractor has two (2) consecutive weeks, not including the week of Thanksgiving, Winter Break, and Spring Break, where all scheduled deliveries are delivered by 2:00 PM, the application of the short payment fee will be canceled.
 - C. Fifteen (15) days following the notice, or after the short payment fee has been applied (1) one time, Contractor must provide four (4) consecutive weeks in which all orders are delivered by 2:00 PM before the application of the short payment fee will be lifted.
 - (i) Calculation of the four (4) weeks will begin at the time of notification.
- b. Non-Delivery.
 - i. If the Contractor is unable to meet the delivery dates as required by the District, the District reserves the right to purchase substitutes on the open market for the non-delivered products.
 - ii. The Contractor must reimburse the District for any price variation between the original product(s) and the price of the substituted product(s).
- c. Recovery arrangements, as approved by the District Representative, will negate short payment fee, unless the quantity of shorted cases exceeds four (4) per delivery, or fifteen (15) per day.

17. SHORTED, DAMAGED, INCORRECT ITEMS, ITEMS DELIVERED TO INCORRECT LOCATION. The Contractor, at the District's request, shall be responsible for correcting within one (1) business day any errors related to shortages, damages, incorrect items, or items delivered to incorrect locations. Corrections must be completed at no additional cost to the District.

18. QUANTITIES AND ORDER VOLUME. Contractor must not set a minimum order quantity or a minimum order dollar amount for the District, and must not charge the District for smaller than normal orders.

- a. The District provides estimated quantities in the Price Schedule (see Section V – Attachments), these indefinite quantities are based on estimated usage and the average meals served to students daily. The District reserves the right to increase or decrease quantities in the Price Schedule at the District's sole discretion.
- b. Contractor must not hold the District liable for excess inventories maintained by the Contractor.

19. FOOD SAFETY. Contractor must incorporate the Hazard Analysis Critical Control Point (HACCP) principles in its standard operating procedures, and must have a HACCP plan on file that meets with District approval and must be followed. This plan must include recall/hold control procedures including but not limited to:

- a. Traceability systems in place from receipt of food products to delivery of food products to designated delivery site.
- b. Provision of 24 hour/7 days a week accessibility to Contractor staff in the event of a USDA Hold/Recall.

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20. STORAGE AND SECURITY POLICIES.

- a. Throughout the Contract term, Contractor's premises, equipment, supplies, and warehouse facilities must be maintained in conditions satisfactory to the District, at the sole discretion of the District, and in compliance with the Health and Sanitation Code of the State in which the Contractor stores the food items including, but not limited to:
 - i. Contractor's warehouse facilities must be maintained with safeguards to prevent theft or loss of product.
 - ii. Contractor's warehouse facilities must be maintained such that the same types of foods are stored together, and spaced to permit easy identification and provide accountability.
- b. All products furnished must be warehoused in facilities owned and operated by the Contractor unless specifically approved by the District Representative.
- c. Refrigeration and Climate Control. Product temperature FOR EACH PRODUCT STORED must be maintained at a suitable temperature to maintain freshness, quality, shelf life, and nutritional value in accordance with the Health and Sanitation Code of the State in which the Contractor stores the food product.
- d. Food Security Measures must be employed by the Contractor to minimize the risk that food under their control is subject to tampering, criminal, or terrorist actions.
- e. The Contractor must adhere to the highest standards of cleanliness and sanitary practices, including the food distributor's employee's appearance and performance in the preparation, service, transportation, and storage of food and related products.
- f. The Contractor's facility shall be subject to inspection at all times. If, in the sole opinion of the District, sanitary conditions are unsatisfactory, the Contractor will be given three (3) days to correct the conditions. If, in the sole opinion of the District, the conditions have not been satisfactorily remedied, the Contract shall be subject to cancellation. Any losses incurred by the District as a result of such a cancellation shall be charged to the Contractor.

21. HEALTH INSPECTION. Contractor shall be required to have and maintain satisfactory health inspections from the State or local licensing agency in which the Contractor's facility(s) reside, USDA or a USDA recognized food safety certifying agency such as NSF.

- a. A satisfactory health inspection is defined at the sole discretion of the District.
- b. Failure to maintain this standard without a good faith effort to resolve any critical violations, as determined at the sole discretion of the District, may result in cancellation of the Contract.

22. PRODUCT RECALL. If a product recall is instituted on a product that has been delivered, the Contractor must contact the District Representative by telephone immediately.

- a. Contractor must communicate with the District's Nutrition Services Administrator, Nutrition Services Operations Supervisor, or Nutrition Services Purchasing Agent via telephone. Voice mails shall not be accepted as communication.
- b. Contractor must **NOT** call individual District schools/sites.
- c. The District will be responsible for contacting individual schools/sites affected by the recall.
- d. Contractor shall be responsible for all costs associated with the replacement of recalled items, shipping charges, and/or product credit.
- e. If at any time it is determined that the health and/or safety of the District's customers are affected by the usage of manufacturer recalled product, the Contractor and/or Contractor's processor shall assume full liability.

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23. **PACKAGING.** All packaging must be wholesome, safe, and in sanitary condition in accordance with good commercial practice. Package size to be manufacturer's standard unless otherwise specified.
- a. Contractor must ensure all cases, cartons, and containers are unblemished and sealed as received from the manufacturer.
 - b. Labeling of all containers must comply with Federal Food, Drug, Cosmetic Acts, and related legislation including latest revisions.
 - c. Packaging must:
 - i. Protect the taste, aroma, visual, and other palatable properties measured by the senses and other quality characteristics of the product;
 - ii. Protect the product against microbiological and other contamination;
 - iii. Protect the product from dehydration
 - iv. Not pass on to the product any odor, taste, color, or other foreign characteristics throughout the processing (where applicable), and distribution of the product up to the time of receipt by the District.
 - d. Packing containers must be constructed of recyclable materials wherever feasible, and where shipment within the recyclable container does not diminish the quality or sanitary requirements of the product.
 - e. Each packaging container must be labeled legibly to show:
 - i. Name of product contained
 - ii. Manufacturer's Product Number
 - iii. Net weight
 - iv. Expiration date
 - f. Cartons and carriers used to transport products from the Contractor's facility must be clean and sanitary at all times in accordance with good commercial practice.
24. **PRODUCT TESTING.**
- a. The District reserves the right to submit a sample of any product to an independent laboratory for analysis as listed for each product. Testing of perishable products may include monitoring acceptable chemical levels and maximum bacteria levels on designated products. Random sample testing may be performed during the Contract as required by the District. Such analysis will be paid for by the District if the product meets the specifications.
 - b. If the product fails to meet specification analysis, the Contractor will be billed for the analysis by the laboratory and must pay all such billings within thirty (30) days of receipt of invoice. Additionally, the Contractor must immediately replace, or refund the District for all remaining affected product within five (5) business days of notification. Contractor shall be responsible for all shipping, disposal, return, and restocking fees.
 - i. In the event the five (5) business day deadline is not met, the District reserves the right to have non-compliant products shipped to and stored in commercial storage facilities at the Contractor's expense.
 - c. Failure of the product to meet specifications, and acceptable chemical and bacterial levels warrant cancellation of the contract. All products in the District's possession at the time of analysis must be removed by the Contractor and a refund issued to the District within thirty (30) days of notification.
25. **INSPECTION.** Contractor must provide the District the opportunity to inspect the Contractor's operations facility, and/or trucks with no advance notice.
- a. Contractor must maintain all required licenses and satisfactory inspection reports during the Contract term.

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- b. At the District's sole discretion, Contractor may be given up to three (3) business days to resolve all identified issues. If at the end of this period identified issues are not resolved in manner satisfactory to the District, the Contractor may be found in default.
- c. Any losses incurred by the District as a result of such a default shall be charged back to the Contractor.

26. RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND SERVICES PROCESSES. Contractor must use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract. As required by Law, the District shall prefer materials or supplies manufactured from recycled material if the recycled product is available, and meets the requirements set forth in this Solicitation. The District supports and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor must utilize sustainable products to the maximum extent feasible during the performance of this Contract. Products and practices utilized by the Contractor shall be based upon reducing long-term environmental impact, social costs, and operational costs.

27. BRAND, PACK SIZE, AND PRODUCT SPECIFICATION CHANGES. The Contractor must not change the brand, pack size, or product specifications, including but not limited to ingredients and product formulations, unless these changes are outside of the Contractor's control. Written notice of product changes must be provided to the District Representative at minimum fifteen (15) business days prior to the change.

28. PROOF OF DELIVERY AND INVOICING.

a. Proof of Delivery.

- i. Contractor must provide proof of delivery documentation with each shipment, consisting of one (1) of the following: packing slip, bill of lading, or invoice. Proof of delivery must include at minimum:
 - 1. Document number
 - 2. Ship to Location
 - 3. Ship date
 - 4. Contractor's item number
 - 5. Product description
 - 6. Quantity ordered
 - 7. Quantity delivered
 - 8. District Purchase Order (PO) number
 - 9. District order number
- ii. If an invoice is used as proof of delivery, the following additional information **must also be included**:
 - 1. Invoice number
 - 2. Account Number
 - 3. Price per product
 - 4. Extended price per product
 - 5. Total invoice amount
 - 6. Invoice date
- iii. Contractor must indicate on the proof of delivery whether shorted items are on back order, have been substituted, or whether the order is considered shipped complete without the shorted item.

b. Invoicing.

- i. Invoices must include at minimum:
 - 1. Customer Number

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2. Bill to
3. Ship to
4. Account Number
5. District PO Number
6. District order number
7. Distributer's Product Code
8. Product Description
9. Billed Quantity
10. Price per product
11. Extended price per product
12. Total invoice amount
13. Invoice date

- ii. If invoices are not used as proof of delivery and left at the delivery location, invoices must be sent to the District's Nutrition Services Department, 18640 NW Walker Road, Suite 1400, Entrance D1, Beaverton, OR 97006, within two (2) days of the delivery date.
- iii. Invoices may be provided via email in PDF file format, or a mailed hard copy.
- iv. Credit and discount periods shall be computed from the date of receipt of the invoice to the date the District's check is mailed. Payment will be made within thirty (30) days after acceptance by the District of a proper invoice.
- v. Payment shall not be made prior to receipt of a valid invoice.
- vi. The District shall not pay any additional charges or fees unless specifically agreed to in writing by the District.

29. **TITLE AND LIABILITY.** Excluding USDA Foods Items, title to the goods shall pass to the District upon receipt and acceptance at the destinations indicated herein. Until acceptance, the Contractor retains the sole insurable interest in the goods.

30. **HOLIDAY/SCHOOL CLOSURES.** Contractor must not deliver on legal holidays, days schools are closed, or closures for inclement weather. Deliveries must be made the next business day, or as directed at the sole discretion of the District.

31. **SELL BY, FRESHNESS DATE, OR PULL DATE.** Products must have a minimum of fifty percent (50%) left on the sell by, freshness date, pull date, expiration date, or shelf life at time of delivery.

- a. For the purposes of this proposal, any of these terms (sell by, freshness date, or pull date) shall indicate the expiration date of the product's shelf life.

32. **NON-STOCK, REMOTE STOCK, SPECIAL-ORDER ITEMS.** Contractor must stock all awarded products at the Contractor's location from which the District's orders are fulfilled. All products must be available to deliver on the next scheduled delivery day. Products specified in this Solicitation must not be non-stock, remote stock, or special-order items at any point during the Contract term.

33. **PRIVATE LABELS ON COMMERCIAL PRODUCTS.** Commercial products must not display private labels.

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34. **MONTHLY STATEMENT.** Contractor must provide the District with a monthly statement (a list of all invoices and credits for the month) in Microsoft Excel file format. The monthly statement must include at minimum the following information:
- a. Statement Date
 - b. Invoice or Credit Date
 - c. Invoice or Credit Number
 - d. Invoice Amount
 - e. Payment Received Amount or Credit Amount
35. **MONTHLY REPORT OF BILLED ACTIVITY.** Contractor must provide the District by 5:00 PM Pacific Time Friday of the first full week of each month, a report of billed activity for the previous month.
- a. Contractor must provide the report in Microsoft Excel file format, which must include at minimum the following for each item shipped:
 - i. Invoice or Credit Number
 - ii. Ship To/Customer number
 - iii. Ship To/Customer Name (school name)
 - iv. Address
 - v. City
 - vi. State
 - vii. Zip Code
 - viii. Item Number
 - ix. Brand Id
 - x. Pack
 - xi. Size
 - xii. Item Description
 - xiii. Manufacturer Product Code
 - xiv. District PO Number
 - xv. Pay by date
 - xvi. Shipped Quantity
 - xvii. Unit Price
 - xviii. Net Sales Dollars
36. **BUY AMERICAN PREFERENCE.** Contractor must purchase for resale through the Contract, to the maximum extent practicable, domestic Food Service Products, and must comply, as applicable, and must cause each of its sub-vendors to comply, with the applicable requirements and responsibilities set forth in the Buy American Provision of federal regulations 7 CFR 210.21(d) and 7 CFR 220.16(d).
- a. Domestic Food Service Products mean:
 - i. An agricultural commodity that is produced in the United States, and;
 - ii. A Food Service Product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
 1. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
 2. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is

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defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

3. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically.
4. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the District Representative, a minimum of fifteen (15) days in advance of delivery.
 - A. The request must include the:
 - i. Reason for exception: limited/lack of availability, or price (include price): Price of the domestic food product; and Price of the non-domestic product that meets the required specification of the domestic product.
 - B. Alternative substitute (s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitute (s); and
 - ii. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
- b. **Contractor shall be responsible for providing documentation of compliance, or non-compliance with the Buy American Provision for all food products offered during the Contract term, including items used as temporary substitutions.**
 - i. If documentation of compliance with the Buy American Provision is not available, or the item has been identified as being non-compliant, Contractor must submit a waiver request using Attachment – Waiver Request to Use Foreign Food Products (see Section V – Attachments). Requests will be approved at the District’s sole discretion.

37. LOCALLY/REGIONALLY SOURCED PRODUCTS.

- a. Contractor must identify any products Proposed that are grown, manufactured, or processed in the State of Oregon.
- b. During the Contract term, within five (5) business days of request, Contractor must provide reports detailing which contracted products are grown, manufactured, or processed in the State of Oregon.

38. USDA FOODS (formerly known as USDA Commodities)

- a. OVERVIEW. Under the United States Department of Agriculture’s (USDA’s) USDA Foods program, the District diverts USDA procured raw food materials to manufacturers for processing into finished products. This is completed using primarily the Fee for Service (FFS) value pass through method, when FFS is not available from a processor the Net Off Invoice (NOI) value pass through method is used. In addition, the District may order USDA Foods processed under USDA contracts (also known as Direct Delivery USDA Foods).
- b. QUANTITIES. The District will identify USDA Foods items and provide estimates of yearly usage (see Beaverton SD Estimated USDA Foods Products For 2019-20 in Section V - Attachments).
 - i. The District intends to keep stock on hand at the Contractor to a minimum, however the District will determine, at the District’s sole discretion, what the minimum quantities shall be.
 1. There are times when quantities shipped by processors are out of the District’s control. This can occur with Direct Delivery items.
 2. Except for NOI items, the District will determine the quantity of cases per order the Contractor must, receive, store, and upon request deliver to the District.
 3. Contractor must not place limitations on the quantities ordered by the District.
 - ii. The District does not guarantee the quantities indicated. The quantities listed herein represent the District’s best estimates at the current time. However, the District requirements may increase or

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decrease, and the District reserves the right to increase or decrease quantities at its sole discretion. The Contractor shall not set minimum or maximum quantities.

- c. ORDERING FROM PROCESSORS. The District will identify which products will be procured utilizing each value pass through method (e.g. FFS, NOI, or Direct Delivery). Except for NOI items, orders will be placed by the District at intervals determined by the District throughout the year. The Contractor must not place any limitations on the timing of orders or the timing of deliveries.
 - i. Fee For Service (FFS). The District will place orders with processors based on the District's needs.
 - ii. Net Off Invoice (NOI). Contractor must order all NOI products directly from processors, and must maintain adequate inventory levels of NOI products based on District usage.
 - 1. If the Contractor mistakenly orders a product as NOI, the Contractor must reimburse the District the value of the diverted food.
 - 2. Contractor must enter information into Processor Link and/or K12 within five (5) business days of the receipt of NOI items.
 - 3. Contractor must provide the District with all requested reports relating to NOI items within (5) business days.
 - 4. When the District decides to add or discontinue an NOI product, the District will notify the Contractor in writing.
 - A. NOI products ordered by the Contractor which are used solely by the District will continue to be ordered until no inventory remains.
 - iii. Direct Delivery. The District will place orders for Direct Delivery products during the Oregon Department of Education Child Nutrition Program's (ODE CNP) diversion process. The District may choose to add additional Direct Delivery products during the school year if ODE CNP makes any additional items available.
 - 1. Delivery windows and quantities for Direct Delivery items are determined by ODE CNP, and the District. Contractor must accept delivery during these delivery windows.
- d. RECEIVING. Contractor must issue a Purchase Order (PO), and coordinate delivery appointments with individual processors after receiving an order from the District. Contractor must provide the processor and the District with a PO number, and a delivery appointment for all USDA Foods orders within forty-eight (48) hours of placing an order. Contractor must also:
 - i. Coordinate delivery appointments with the processor's or ODE CNP's contracted carrier after Contractor issues a PO.
 - ii. Receive all deliveries of USDA Foods Direct Delivery and processed USDA Foods from the processors and/or the ODE CNP's contracted carrier, and must notify the District Representative of receipt of the delivery within forty-eight (48) hours. Contractor must immediately, within twenty-four (24) hours, notify the District Representative of any delays of deliveries from individual processors or from ODE CNP's contracted carrier. Unload products from delivery trucks, as required. Any equipment and/or labor required to accomplish the unloading shall be furnished by the Contractor at no additional cost to the District or to the ODE CNP contracted carrier delivering direct delivery items.
 - 1. Lumper fees must not be charged by the Contractor for any deliveries of USDA Foods delivered from the State Warehouse by ODE CNP's contracted carrier. Lumper fees are not allowed per USDA Foods and Nutrition Services Instruction 709-5 Rev 2.
 - 2. Contractor must not require the use of Lumpers for the receipt of USDA Foods Direct Delivery products.
 - 3. The carrier delivering USDA Foods Direct Delivery products is contracted through ODE CNP therefore the District has no control over how the USDA Foods Direct Delivery items are palatized.

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Thus, the ODE CNP contracted carrier must not be required to re-palletize or re-package in any way for drop off/ delivery to meet the requirements of the Contractor's system.

- iii. For every delivery of USDA Foods products procured through FFS and Direct Delivery, Contractor must provide the District Representative with a legible, signed copy of the Bill of Lading. All shortages and overages must be clearly noted by product. The Bill of Lading must be provided to the District within seventy-two (72) hours of receipt of delivery.
- e. SHIPPING. Contractor must provide delivery services of USDA Foods products to all locations specified by the District. USDA Foods products shall be delivered with standard grocery items being provided to the District by the Contractor.
- f. SUBSTITUTIONS. In the event the inventory of a USDA Foods product has been depleted, the Contractor shall contact the District Representative by phone or email for instruction on what product(s) to use as a substitute. The Contractor must not make substitutions without instructions from the District Representative.
 - i. All offered substitute products proposed must be of equal or better quality, as determined by the District Representative.
 - ii. Nutrition Facts, ingredients list, CN label or Product Formulation Statement and a completed Attachment - Substitute Item Information form shall be supplied for each item proposed as a substitute unless otherwise approved by the District. These must be provided and sent to District Representative immediately upon the request to substitute.
 - iii. The District reserves the right, and Contractor shall accept return of any substituted items not pre-approved by the District Representative and any that are later found to not meet specifications.
 - iv. Expenses for shipping/return shipping and any associated costs including the cost of the substituted product shall be borne solely by the Contractor.
- g. OWNERSHIP OF USDA FOODS PRODUCTS. The District pays processors, or ODE CNP directly for all products procured through FFS and Direct Delivery value pass through methods, and is therefore the owner of these products. Items procured through the NOI value pass through method belong to the Contractor until ordered for shipment to the District. However, the District agrees to utilize inventory purchased via the NOI value pass through method by the Contractor.
 - i. Contractor must not use items owned by the District for fulfillment of orders from other customers.
- h. INVENTORY. Contractor must maintain an accurate physical inventory of USDA Foods products owned by the District.
 - i. Contractor must provide the District with a report stating inventory quantities in Microsoft Excel file format of FFS and Direct Delivery products on a weekly basis to the District Representative, and on a monthly basis to the Nutrition Services Accountant. The District will provide the Contractor with the District's report template. The report must include at minimum:
 - 1. Contractor's item numbers
 - 2. District's item numbers
 - 3. Contractor's product descriptions
 - 4. Name of processor
 - 5. Case/pack size
 - 6. PO number of most recent order received by the Contractor
 - 7. Number of Cases of each USDA Foods product most recently received by the Contractor
 - 8. Date each product was received
 - 9. Quantity shipped to the District since the issuance of the previous report
 - 10. Quantity shipped to the District since the start of the current school year

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11. Quantity of cases on hand since issuance of the previous report
 12. Quantity of cases currently on hand
 - ii. The District reserves the right to have the USDA Foods Inventory Report modified at any time.
 - iii. Contractor must compensate the District the full value of a product, as determined at the District's sole discretion, for any missing or damaged cases.
 - iv. Contractor must, at minimum, perform a physical inventory of all USDA Foods products once per school year, within thirty (30) days of the end of the school year.
 1. Physical inventory results must be communicated to the District Representative within five (5) days of completion, and must include at minimum:
 2. Distributer's Product Code
 3. Manufacturer's Product Code
 4. Product Description
 5. Book (inventory management system) quantity
 6. Physical quantity
 7. Variance between Book and Physical quantities
 - v. Within thirty (30) days of completion of the physical inventory, Contractor must reimburse the District for the full cost of any products with a negative variance. The full cost includes the value of diverted food, processing fees, delivery fees from the processor (if not included in processing fees), and Oregon Department of Education (ODE) administrative fees.
 - i. **YEARLY AUDIT.** USDA requires all Recipient Agencies perform a yearly audit of facilities warehousing all USDA Foods products owned by Recipient Agencies. The Contractor must provide the District access to all facilities warehousing USDA Food products owned by the District with a minimum of (48) forty-eight-hour notice.
 - j. **PROPRIETARY ITEMS.** USDA Foods products must not be considered proprietary items.
39. **PICK UP OF USDA FOODS.** Prior to the Contractor's first deliveries to the District, at the District's sole discretion, Contractor must pick up all USDA Foods products from the District's previous Contractor.
40. **SUB-CONTRACTING.** The Contractor must not subcontract any portion of this Contract, unless approved By the District, at the District's sole discretion.
41. **DEFAULT.** In the event of default by the Contractor of their obligation, the District reserves the right to obtain the required products on the open market. The defaulted Contractor shall be responsible for documented variances in price between contracted product and the replacement product purchased by the District. Contractor must reimburse the District within thirty days (30) of receipt of invoice from the District.
42. **SMALL, MINORITY, AND WOMEN BUSINESS.** Pursuant to 2 CFR 200.321 and ORS Chapter 200, and as a matter of commitment, the District encourages the participation of minority, women, and emerging small business enterprises in all contracting opportunities. The District also encourages joint ventures or subcontracting with minority, women, and emerging small business enterprises. For more information, please visit <http://www.oregon4biz.com/How-We-Can-Help/COBID/> If the Contract results in subcontracting opportunities, the Contractor may be required to submit a completed Oregon Certification of Business Inclusion and Diversity Plan (see Section V – Attachments) prior to execution.

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43. USDA NON-DISCRIMINATION STATEMENT.

- a. The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)
- b. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.
- c. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

44. AUDITING. The Contractor must extend audit privileges to the District or any other agency having jurisdiction and their duly authorized representatives. These representatives shall have access to Contractor's price sheet, documents, papers, and applicable records which are directly pertinent to the purpose of conducting audits, examinations, excerpts, and transcriptions. The contractors must maintain all required records for a minimum of three (3) years after the District makes final payment.

- a. The District reserves the right to audit with a minimum of seven (7) days notice.
- b. The Contractor must supply, upon request, access to any and all verifications of Contractor's costs, freight charges, promotional allowances, sell prices, and fixed fee costs as they relate to this Contract. The District will provide the Contractor with a list of the products and date of pricing period to be verified.
- c. All audits shall be conducted to the District's auditing standards.
- d. The District will monitor the following performance indicators through-out the course of the contract and they may be used in the decision to renew the contract.
 - i. Percentage of items substituted.
 - ii. Percentage of items shorted.
 - iii. Adherence to product specifications.
 - iv. Errors in invoice price compared to Contract pricing.
 - v. On time deliveries.

45. CERTIFICATION REGARDING FEDERAL MATTERS. Purchases under this Contract will use federal funding, as such Contractor must comply and must require all sub-vendors to comply, with all federal laws, regulations, and executive orders applicable to this Contract. These may include but are not be limited to:

- a. If the Contract exceeds \$10,000.00, compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, in section 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1, is not forfeited.
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

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- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- d. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- e. If the Contract exceeds \$100,000.00, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection DAS regulations (40 CFR part 15).
- f. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- g. Compliance with mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection DAS. Current guidelines are set forth in 40 CFR Part 247.
- h. Compliance with applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Sub recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds.
- i. Compliance with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.). 42
- j. Debarment and Suspension. Contractor certifies and shall not permit any person or entity to be a sub-vendor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors declared ineligible under statutory authority other than Executive Order No. 12549. Sub-vendors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- k. National School Lunch Program: Contractor must comply with the requirements of the National School Lunch Program, 7 CFR §210; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR Parts 15, 15a, and 15b); and FNS Instruction 113-1.
- l. That the Contractor certifies, to the best of the Contractor's knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an DAS, 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.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DAS, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - iii. The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and sub-vendors shall certify and disclose accordingly.

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- iv. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

46. ADDITIONAL REQUIREMENTS:

- a. **Background Checks.** All personnel on-site will be required to be badged and must be subject to a background check per District Standards. See sample Contract attached to this Solicitation.
- b. Contractor must employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.

SECTION III – INSTRUCTIONS TO PROPOSERS
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1. FORMAL SELECTION PROCEDURE: Pursuant to OAR 137-047-0260

The District may procure Goods or Services by competitive sealed Proposals as set forth in ORS 279B.060.

2. PRE-PROPOSAL CONFERENCE: Pursuant to OAR 137-047-0420

- a. **Purpose.** The District may hold pre-Proposal conferences with prospective Proposers prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
- b. **Required Attendance.** If the District's pre-Proposal conference is mandatory (as indicated on the Summary Page) a Proposal submitted by a Proposer who did not attend the mandatory pre-Proposal conference will be rejected.
- c. **Statements Not Binding.** Statements made by the District's representative at the pre-Proposal conference do not change the Solicitation Document unless the District confirms such statements with a Written Addendum.

3. PROPOSALS ARE OFFERS: Pursuant to OAR 137-047-0310

A Proposal submitted in response to this Solicitation is the Proposer's offer to enter into a Contract.

- a. By signing and submitting a Proposal, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions contained in this Solicitation.
- b. The Proposal is a "firm offer," and must be held open by the Proposer for the District's acceptance for sixty (60) days.
- c. The District's Award of a Contract constitutes acceptance of the Proposal and binds the Proposer to the Contract.
- d. The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.

4. PROPOSAL PREPARATION: Pursuant to OAR 137-047-0400

A Proposer must sign and submit its Proposal in accordance with the instructions set forth in this Solicitation. Failure to submit Proposals in accordance with the provisions of this Solicitation will be grounds to declare the Proposal as non-Responsive. Proposers must:

- a. Submit a complete Proposal (a Proposal that meets all requirements of this Solicitation);
- b. Provide the District with all required and requested documents and descriptive literature;
- c. Initial any corrections or erasures to their Proposal prior to Closing;
- d. Identify (on the Proposer Certification) whether the Proposer is/is not a "resident Proposer", as defined in ORS 279A.120(1);
- e. Provide (on the Proposer Certification) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
- f. Provide (on the Proposer Certification) Written acknowledgment of receipt of all Addenda.

5. PROPOSAL SUBMISSION: Pursuant to OAR 137-047-0410

- a. To ensure proper identification and handling, Proposals must be submitted in a **sealed** envelope appropriately marked with the Proposer's name and address and the Solicitation number clearly legible in large block numbers. Proposals must only be mailed or hand delivered to the person and location indicated on the Summary page of this Solicitation. Facsimile and electronic Proposals will not be accepted.
- b. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in this Solicitation.
- c. Proposers are solely responsible for ensuring that the District receives their Proposal at the required delivery point prior to Closing.

SECTION III – INSTRUCTIONS TO PROPOSERS
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6. ADDENDA: Pursuant to OAR 137-047-0430

- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification.
- b. **Notice and Distribution.** The District will publish notice of any and all Addenda on the ORPIN (Oregon Procurement Information Network) website. Addenda may be downloaded from the ORPIN website. It is the Proposers' responsibility to inquire about Addenda. Proposers should frequently check the ORPIN website until the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- d. **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a Written request for change or protest to the Addendum, as provided in OAR 137-047-0730, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-047-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the Solicitation Document in accordance with OAR 137-047-0730, then the District may consider a Proposer's request for change or protest to the Addendum only, and the District will not consider a request for change or protest to matters not added or modified by the Addendum.

7. QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:

Proposers may request changes or clarifications to, or protest, any provision, specification or Contract term contained in this Solicitation:

- a. **Questions, Clarifications, Changes.** All questions regarding this Solicitation must reference the Solicitation number and must be submitted in writing via e-mail to the attention of the person indicated on the Summary page of this Solicitation. No oral questions will be accepted other than at the pre-Proposal conference (if any). Questions received by the District prior to deadline will be answered in written addenda.
- b. **Protest.** Pursuant to OAR 137-047-0730, a prospective Proposer may protest the Procurement Process or the Solicitation Document for a Contract solicited under ORS 279B.060 as set forth in ORS 279B.405. Written protests must include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - ii. A description of the resulting prejudice to the Proposer; and
 - iii. A statement of the form of relief requested or any proposed changes to the Solicitation provisions, specifications, or contract terms and conditions.Written protests must be clearly marked with the Solicitation number and submitted in writing to the Purchasing Manager by email to contracts@beaverton.k12.or.us, hand delivered or mailed to the attention of Purchasing at 16550 SW Merlo Rd, Beaverton, OR 97003.
- c. **Deadline.** Questions, changes, clarifications, or protests must be received by the District by noon Pacific Time not later than ten (10) calendar days prior to the date Proposals are due, or as stated in Section I SOLICITATION SCHEDULE. The District will not consider any protest or request for change that is submitted after the submission deadline.
- d. **Response.** Responses to questions/clarifications and notice of the District's protest determination will be provided in written addenda pursuant to ADDENDA above. The District's response to a Proposer,

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whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by written Addendum.

- e. Protesters must exhaust all administrative remedies before seeking judicial review.

8. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS: Pursuant to OAR 137-047-0440

A Proposer may modify or withdraw its Proposal in Writing only prior to Closing. Modification or withdrawal must:

- a. Be clearly marked “Proposal Modification” or “Proposal Withdrawal” and marked and delivered as described in PROPOSAL SUBMISSION above;
- b. Include the Proposer's statement that the modification amends and supersedes the prior Proposal; Proposers are responsible for ensuring that the District receives its modification or withdrawal. Modifications and/or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.

9. RECEIPT, OPENING, AND RECORDING OF PROPOSALS: Pursuant to OAR 137-047-0450

- a. The District will electronically or mechanically time-stamp or hand-mark each Proposal and any modification upon receipt. The District’s official Proposal time clock is located in the lobby of the District Administration Center at 16550 SW Merlo Road, Beaverton, Oregon 97003. In the event a Proposal is too large to be time stamped, a separate piece of paper will be time stamped and attached to the Proposal, or the envelope will be marked by hand with the date and time received.
- b. The District will not be responsible for the premature opening or failure to open a Proposal that is not properly addressed and/or identified.
- c. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

10. LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS: Pursuant to OAR 137-047-0460

Any Proposal received after Closing is late. A Proposer’s request for withdrawal or modification of a Proposal received after Closing is late. The District will not consider late Proposals, withdrawals or modifications except as permitted in MISTAKES below. The District reserves the right to consider Proposals that have been delayed or mishandled by the District.

11. MISTAKES: Pursuant to OAR 137-047-0470

To protect the integrity of the competitive Procurement process and to assure fair treatment of Proposers, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes. The District will not allow a Proposer to correct or withdraw a Proposal for an error in judgment. If mistakes in a Proposal are discovered after Opening, but before Award of the Contract, the District may take the following action:

- a. The District may waive, or permit a Proposer to correct, a minor informality. A minor informality is a matter of form rather than of substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers.
- b. The District may correct a clerical error if the error is evident on the face of the Proposal, or other documents submitted with the Proposal, and the Proposer confirms the District's correction in writing.
- c. The District may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only in accordance with OAR 137-047-0470(2)(c) and (d).
- d. The District will reject any Proposal in which a mistake is evident on the face of the Proposal and the intended correct Proposal is not evident or cannot be substantiated from documents accompanying the Proposal.

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12. AWARD: Pursuant to OAR 137-047-0600

- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any Solicitation at no penalty.
- b. If awarded, the District will award a Master Trade Services Contract to the Responsible Proposer(s) that submitted the most advantageous responsive Proposal(s), and that meets the minimum requirements of this Solicitation.
- c. The District may award by item, groups of items or the entire Proposal.
- d. The District may Award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of Multiple Awards does not preclude the District from awarding a single Contract.
- e. The District may award a Contract for parts of the Solicitation for which acceptable Proposals have been received.
- f. The District may award all or none Offers if the evaluation shows an all or none Award to be the most Advantageous or in the best interest of the District.
- g. The District may reject all or part of Proposals and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- h. When Proposals are identical the District must Award the contract Pursuant to OAR 137-046-0300.

13. NOTICE OF INTENT TO AWARD: Pursuant to OAR 137-047-0610

The District will provide a written Notice of Intent to Award to all Proposers at least seven (7) calendar days before the Award of a Contract, unless the District determines that circumstances require prompt execution of the Contract. The District's Award will not be final until the later of the following:

- a. SEVEN (7) calendar days after the date of the Notice of Intent to Award, or
- b. Until the District provides written response(s) to all timely filed protest(s) denying the protest(s) and affirming the Award.

14. PROPOSAL REJECTION. Pursuant to OAR 137-047-0640 and OAR 137-047-0650

- a. The District may reject any Proposal as set forth in ORS 279B.100:
 - i. When the rejection is in the best interest of the District.
 - ii. When the Proposal is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
 - iii. When the Proposal takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
 - iv. That attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or applicable law.
 - v. That fails to meet the Specifications of the Solicitation.
 - vi. That is submitted late.
 - vii. Not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
 - viii. Not in compliance with ORS 279B.120, 279B.130, OAR 137-046-0210(3), 279A.105, ORS 279A.110(4).
 - ix. When the Proposer is not Responsible pursuant to ORS 279B.110.
- b. The District may reject all Proposals as set forth in ORS 279B.100. The District will notify all Proposers of the rejection, along with the reasons for rejection. Proposals may be rejected based upon the following criteria:
 - i. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.

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- ii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Proposal.
- iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
- iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.
- v. The District cancels the Solicitation in accordance with OAR 137-047-0660.
- vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

15. SOLICITATION CANCELLATION: Pursuant to OAR 137-047-0660

The District may cancel, delay or suspend a solicitation, or reject all Proposals, in accordance with ORS 279B.100 when it is in the best interest of the District as determined by the District. In the event of any such cancellation, delay, suspension or rejection, the District is not liable to any Proposer for any loss or expense caused by or resulting from any such cancellation, delay, suspension or rejection.

16. PROPOSAL COSTS:

Proposers responding to solicitations are responsible for all costs they may incur in connection with submitting Proposals.

17. CONTRACT AWARD PROTEST: Pursuant to OAR 137-047-0740

- a. Proposers may protest the Award of a Contract, or the intent to Award a Contract if the conditions set forth in ORS 279B.410(1) are satisfied. Proposers must deliver a written protest to the District within seven (7) Days after the issuance of the Notice of Intent to Award.
- b. The Proposer's protest must be in writing and must specify the grounds for the protest to be considered by the District pursuant to ORS 279B.410(2). A protest must be submitted to the Purchasing Manager and may be e-mailed to contracts@beaverton.k12.or.us, or hand delivered or mailed to 16550 SW Merlo Rd, Beaverton, OR 97003. The Proposer is responsible for ensuring the District receives the protest.
- c. The District will not consider any protest that is submitted after the submission deadline.
- d. Resolution of Protests. The District's Purchasing Manager will settle or resolve a written protest submitted in accordance with the requirements of this Rule and will issue a written decision on the protest in a timely manner as set forth in ORS 279B.410(4).
- e. Decision. If a protest is not settled, the Superintendent, or designee, has the authority to resolve the protest.
- f. Proposers must exhaust all administrative remedies before seeking judicial review. Judicial review of this decision will be in accordance with ORS 279B.415.
- g. If the District upholds the protest, in whole or in part, the District may in its sole discretion either Award the Contract to the successful Protestor or cancel the Procurement or Solicitation.

18. ADDITIONAL REQUIREMENTS:

- a. The District reserves the right to seek clarifications of submitted Proposals, which may or may not affect the evaluation scoring.
- b. The District reserves the right to negotiate a final Contract that is in the best interest of the District.
- c. Failure of the District to insist on strict performance will not constitute a waiver of any of the provisions of this Solicitation or resulting Contract or waiver of any other default of the Proposer.

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19. CONFIDENTIALITY OF PROPOSALS:

The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. The District may withhold from disclosure confidential information pursuant to ORS 192.501 or 192.502.

- a. The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
 - i. All pages containing the records exempt from disclosure must be marked “confidential” and segregated in the following manner:
 - A. It must be clearly marked in bold and on each page of the confidential document.
 - B. It must be kept separate from the other Proposal documents in a separate envelope or package and electronic folder.
 - C. Where this specification conflicts with other formatting and response instruction specifications, this specification will prevail.
 - D. Where such conflict (in C. above) occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.” This statement “Refer to confidential information enclosed.” must be inserted in the place where the requested information was to have been placed.
- b. Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire Proposal must not be marked confidential. Should a Proposal be submitted in this manner, no portion of it will be held as confidential unless that portion is segregated in the above manner and meets the above criteria.
- c. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District decision, the District may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

SECTION IV – RESPONSE AND EVALUATION
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1. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a Proposal in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Proposal. Failure to provide any information requested in this Solicitation may result in rejection of the Proposal.

2. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Must include ONE (1) original complete proposal marked "ORIGINAL" on the cover page, and FIVE (5) copies of the Proposal omitting the Price Schedule marked "COPY-NO PRICING" on the cover page, and ONE (1) complete electronic copy in PDF format on a USB Flash Drive or CD/DVD.
- b. Should be typewritten on 8-1/2 x 11 size paper, two-sided and stapled in the upper left corner; elaborate art work, expensive paper or binders, and expensive visuals are not necessary. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- c. There is no page limit for proposals, but the District encourages brevity.

3. PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) must be completed and submitted as the cover of the Proposer's response. Proposers are cautioned to provide in their Proposals, in a brief and concise manner, as much detail as possible pertaining to their capabilities and experience in providing the services requested in this Solicitation. Do not assume the District has any prior knowledge of the Proposer.

Proposers must present a Proposal containing the specific information requested and submit all attachments as required, in the order listed below:

- a. **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** See SECTION V – ATTACHMENTS, PROPOSAL SUBMISSION CHECKLIST.

b. DETAILED PROPOSAL CONTENT REQUIREMENTS:

i. INSURANCE REQUIREMENT.

Provide a statement of agreement to the insurance clause in the sample Master Price Agreement (see SECTION V – ATTACHMENTS).

ii. SIGNED BUY AMERICAN STATEMENT OF UNDERSTANDING.

Provide a signed Buy America Statement of Understanding and Responsibility and intention to offer food products that comply with the requirements of 7 CFR §210.21(d) Procurements (210.21(d), the Buy American Provision) (see Buy American Provision for the entire wording of the provision) and the guidance offered in USDA Memo SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program (See USDA Memo SP 38-2017 for the entire memo).

iii. PRICE SCHEDULE.

- A. Proposer must use the provided Price Schedule (see SECTION V – ATTACHMENTS), and **must submit the Price Schedule in Microsoft Excel file format**. Additional notes may be made at the bottom of the schedule by the Proposer if necessary.

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- B. In the event of a difference between written words and figures, the amount stated in written words shall govern. In the event of a difference between a unit price and the extended price, the unit price shall govern.
 - 1. Pricing must consist of:
 - (i) The manufacturer's pricing to the proposer, net of all discounts, rebates, etc.
 - (ii) The proposers fixed fee shall be added to the manufacturer's pricing totaling the price per item the District will be charged.
 - 2. Pricing must be exclusive of federal, state, and local taxes. If the Proposer believes that certain taxes are payable by the District, the Proposer may list such taxes separately, directly next to the unit price for the affected item.
 - 3. All Proposed pricing must be Free-on-Board (FOB) to the District.
- C. Pricing will be compared among all responsive Proposals submitted. Each product will be scored separately, the lowest priced product will receive the full points available (a maximum of one (1) point). All other Proposed pricing scores must be weighted against the lowest priced product.
 - 1. Products will be evaluated on their per portion (food items), or per each (non-food items) price.
 - 2. Proposers score for this Evaluation Factor will be the sum of points for each product.
- D. The specifications contained herein reflect items that have been purchased in the past or are of known quality and acceptable to the District. See Section V – Attachments, Price Schedule for specifications pertaining to each item. General specifications for all items are located in Section II – Statement of Work, PRODUCTS AND SPECIFICATIONS. When manufacturers' names, item numbers, trade names, make, model or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Where noted "or equal" in the Price Schedule, equivalent products may be proposed, the Substitute/Equivalent Product Request Process detailed in Attachment - Substitute/Equivalent Product Request Process **must** be followed in order for the product to be considered.
- E. Only one (1) item per proposal item may be submitted for evaluation, including Substitute/Equivalent Items.
 - 1. Submitting more than one (1) Substitute/Equivalent product request per Price Schedule product may result in rejection of the Proposal.
- F. Proposer must Propose on *all* products.
- G. **Instructions and explanation of the Price Schedule:**
 - 1. RFP Item #: Number used to identify each individual proposal item.
 - 2. BSD #: The District's internal item number for the specified item.
 - 3. Item: The name used to identify the individual item.
 - 4. Specification: The specifications for the individual items.
 - 5. Specified Brand/Item: The pre-approved proposal items brand and manufacturer's code.
 - 6. Approved Pack Size: The pre-approved pack size.
 - 7. BSD Est Usage 19-20: Estimated usage for the 19-20 school year.
 - 8. Brand: Brand being proposed.
 - 9. Manufacturer's Product Code: Manufacturer's product code of the brand being Proposed.
 - 10. Distributor's Code: The number by which the District would use to place orders if the Proposer was awarded the Contract.
 - 11. Pack Size: How the product is packaged
 - a. Example: 4/10 lb.
 - b. Example: 500 Ea.

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- c. Example: 160/1 oz
 - 12. Portion Size – individual portion size in fluid ounces, ounces or grams.
 - a. Leave blank for non-food items
 - 13. Portions Case or Eaches per Case:
 - a. For **food** items provide the number of portions per case.
 - b. For **non-food** items provide the quantity per case.
 - i. Example: if the case contains four (4) sleeves of 250 cups, then the eaches per case would be 1,000.
 - ii. Example: if the case contains four (4) one (1) gallon containers, then the eaches would be four (4).
 - 14. Manufacturers Cost – the amount the proposer will pay the manufacturer, net of all discounts, and incentives the proposer will receive.
 - 15. Fixed Fee Cost – the dollar amount the Proposer will be adding to the Manufacturers Cost.
 - 16. Total Cost per Case – The sum of the Manufacturers Cost and the Fixed Fee Cost. This is what the District will pay the awarded Proposer per case.
 - 17. Extended Cost – BSD Est Usage times the Total Cost per Case.
 - 18. Cost per Portion or Each – Total Cost per Case/Portions or Eaches per Case
 - 19. Hazardous Analysis and Critical Control Points (HACCP) Shelf Life Months – the expected shelf life of the product.
 - 20. Meets Buy American Y/N – does this product being offered meet the Buy American Provision? If yes, provide a statement from the manufacturer stating the product or THEIR products meet the Buy American Provision (see Evaluation Criteria BUY AMERICAN STATEMENT OF COMPLIANCE AND NOTIFICATION OF FOREIGN PRODUCTS).
 - 21. Equivalent (Y) – If the product being offered is a substitute/equivalent item mark Y. If the item being offered is the specified item leave this blank.
 - 22. Oregon Item (Y) – Identify any food item grown or processed in the State of Oregon by marking Y. Leave blank if the item is not produced in Oregon.
- iv. SPECIFIED AND SUBSTITUTE/EQUIVALENT ITEMS.
- A. See Attachment - Substitute/Equivalent Product Request Process for the correct process to use for requesting the evaluation of substitute/equivalent items.
 - B. **Only one (1) substitute/equivalent item request per proposal item from each Proposer will be accepted.**
 - 1. Submission of more than one substitute/equivalent item for evaluation may result in all submitted items being found NOT equal.
 - C. Specifications and specified items are in the Attachment - Price Schedule.
 - D. Each product has the possibility of 0.75 points.
 - E. If the item being offered is the specified item, the full 0.75 points will be awarded.
 - F. If a substitute/equivalent item is being offered points will be awarded as follows.
 - 1. Substitute/equivalent items offered following the Substitute/Equivalent Product Proposal Process and determined to be equal to the specified item – 0.75 points possible.
 - 2. Substitute/equivalent items offered following the Substitute/Equivalent Product Proposal Process and the item offered was determined to be not equal to the specified item – 0.25 points possible.
 - 3. **Substitute items proposed without following the Equivalent Products Request Process – 0 points possible.**
 - G. The points for each item will be summed for the total score.

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- H. The determination of equivalency is based solely on the opinion of the District.
- v. BUY AMERICAN STATEMENT OF COMPLIANCE AND NOTIFICATION OF FOREIGN PRODUCTS.
- A. For **ALL** specified food items or substitute/equivalent items being offered not which do not list N/A in the “Meets Buy American Y/N” cell on the Price Schedule, a Buy American statement of compliance or a Notification of Foreign Products **MUST** be provided.
 - B. Points per item offered will be awarded on the following:
 - 1. Buy American Statement of Compliance Provided – 0.25 points possible
 - 2. Waiver Request to Use Foreign Food Products – 0.25 points possible
 - 3. No Buy American Statement, or Notification of Foreign Products Provided – 0 points possible
 - C. The points for each item will be summed for the total score.
 - D. Instructions:
 - 1. ALL Buy American Statements of Compliance and Waiver Requests must be submitted in either PDF or Microsoft Word file formats.
 - (i) **Combined files with more than one RFP item, Buy American Statement of Compliance, or Waiver Request to Use Foreign Food Products will NOT be accepted.**
 - 2. The following naming convention **MUST** be used for all files:
 - (i) Proposers name – RFP Item # (from the Price Schedule) – BA (Buy American Statement) or WR (Waiver Request to use Foreign Food Products).
 - (ii) Examples:
 - (1) John’s Foods-A1-BA
 - (2) John’s Foods-A2-WR
 - 3. For each individual food item NOT noted as N/A in the Meets Buy American section of the Price schedule and the Proposer has marked Y, the Proposer must submit a Buy American Statement of Compliance.
 - (i) A blanket letter from a manufacturer stating their products meet the Buy American provision, or a letter from the product manufacturer detailing which products do meet or do not meet the Buy American provision is acceptable.
 - 4. For each individual food item NOT noted as N/A in the Meets Buy American section of the Price schedule and the Proposer has marked N, the Proposer must submit a Waiver Request to Use Foreign Food Products.
- vi. PRICE PER CASE FOR RECEIPT, STORAGE, INVENTORYING, DELIVERY OF USDA FOODS (formerly USDA Commodities).
- A. Proposer must use Attachment – Price Schedule USDA Foods (see Section V – Attachments) to indicate a fixed fee per case for receipt, storage, inventorying, and delivery of the District’s USDA Foods items.
 - B. A list of current items and estimated yearly volumes are detailed in the Attachment – Beaverton SD Estimated USDA Foods Products for 2019-20.
 - C. Pricing will be compared among all responsive Proposals submitted. Each product will be scored separately, the lowest priced product will receive the full points available (a maximum of one (1)). All other Proposed pricing scores must be weighted against the lowest priced product.
 - 1. Proposers score for this Evaluation Factor will be the sum of points for each product.

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vii. ABILITY TO MEET DELIVERY REQUIREMENTS.

- A. Provide no more than a two (2) page statement detailing how the Proposer will meet the delivery requirements detailed in Section II – Statement of Work DELIVERY REQUIREMENTS.
- B. Specifically address the following:
 - 1. How the Proposer plans to meet the delivery day and delivery time requirements, including the volume of equipment, and drivers available to the Proposer for the accomplishment of the delivery requirements, as well as how they will be allocated to meet the District’s delivery requirements. – 32 points possible
 - 2. Discuss how recovery, and redelivery of missing, incorrect, or damaged products would be handled. – 8 points possible
 - 3. Discuss how late deliveries would be handled. – 8 points possible
 - 4. Discuss strategies being employed to hire, and retain drivers. – 7 points possible
 - 5. Discuss any other factors believed to be pertinent in meeting the delivery requirements. – 7 points possible

viii. HEALTH INSPECTION REPORT.

- A. Provide the most recent health inspection report, must not be older than twelve (12) months, from at least one (1) of the following:
 - 1. Local government agency
 - 2. USDA
 - 3. A USDA recognized food safety certifying agency such as NSF

ix. HACCP, FOOD SAFETY AND SECURITY PRINCIPLES.

- A. Provide not more than a one (1) page statement summarizing how Proposer incorporates HACCP, and Food Safety and Security principles into its business, including into its “Standard Operating Procedures”.

x. PRODUCT RECALL POLICY AND PROCEDURES.

- A. Provide not more than a one (1) page statement summarizing the Proposers recall policy and procedure.
- B. Complete the Attachment - Recall Contact Information for primary and back up recall contacts.
Failure to provide Recall Contact Information may result in rejection of the Proposal.

xi. REFERENCES.

- A. Provide three (3) professional references from projects similar to the scope of this Solicitation, and from accounts of similar size and complexity. K-12 school district references shall be preferred. Use of the provided Proposer Reference Form (see SECTION V – ATTACHMENTS) is required.
 - 1. Beaverton School District must not be included as a reference.
 - 2. If such references are unavailable, references may be submitted and must address Proposer's capacity, experience, customer service and quality (including at minimum, quality of products, timeliness of deliveries, flexibility/ease to work and communicate with Proposer's staff).
 - 3. The District reserves the right to find any Proposer not-responsible who receives an unfavorable report from a Proposer-identified reference.
 - 4. The District reserves the right to investigate and consider references submitted by the Proposer, including customers other than those listed in the Proposer's submission, and Beaverton School District experience.

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5. The references provided may be contacted to establish, but not limited to, the level of Proposer customer service and ability to and timely performance of response to the needs of its clients.
 - B. Provide no more than a one (1) page narrative of the Proposer's history and capabilities.
 - C. Provide a no more than one (1) page description of the Proposer's experience in providing broadline grocery products, and receipt, storage, inventorying, and delivery of USDA Foods for a large, multi-location client.
 - D. State the number of years Proposer has provided broadline grocery products, and receipt, storage, inventorying, and delivery of USDA Foods.
 - E. Provide, not more than, a one (1) page summary of your firm's responsibilities and scope of work for at least one (1) project similar to the scope of this Solicitation, and of similar size and complexity.
 1. Similar project must be included as one (1) of the three (3) Proposer identified references.
 2. Proposer must provide at minimum the following information for the similar project:
 - A. Size of K-12 school district, or similar
 - B. Location of reference
 - C. Services provided
 - D. Project dates
 - E. Quantity of delivery locations
 - F. Quantity of deliveries per week
 - G. Average number of cases delivered per week
 - H. Average fill rate per delivery
 - I. Delivery time window, and rate of on-time deliveries
- xii. SUSTAINABILITY.
- A. Provide, not more than, a one (1) page narrative explaining the sustainability practices the proposer has implemented in its operation. Proposer must address, at minimum, the following:
 1. Transportation – 4.5 points possible
 2. Water usage and quality – 4.5 points possible
 3. Energy conservation – 4.5 points possible
 4. Greenhouse gas reduction – 4.5 points possible
 5. Buildings (design and construction) – 4.5 points possible
 6. Waste disposal and recycling – 4.5 points possible
 7. Procurement (how the proposer's procurement policies are used to promote sustainability) – 4.5 points possible
 8. Sustainability certifications (Example LEED Certificate) – 4.5 points possible

4. EVALUATION CRITERIA:

The District will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned by required Proposal item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 19-0006
District-Wide Broadline Grocery and Distribution of USDA Foods

EVALUATION CRITERIA MATRIX		Maximum Points Possible
i.	Insurance Requirement	Pass / Fail
ii.	Signed Buy American Statement of Understanding	Pass / Fail
iii.	Price Schedule	217
iv.	Specified And Substitute/Equivalent Items	162.75
v.	Buy American Statement of Compliance And Notification of Foreign Products	45.75
vi.	Price Per Case For Receipt, Storage, Inventorying, Delivery of USDA Foods	217
vii.	Ability to Meet Delivery Requirements	62
viii.	Health Inspection Report	66
ix.	HACCP, Food Safety and Security Principles	66
x.	Product Recall Policy and Procedures	66
xi.	References	66
xii.	Sustainability	31.5
PROPOSAL CONTENT SUB-TOTAL		1,000
INTERVIEW – (If Required)		
xiii.	Interview	200
INTERVIEW SUB-TOTAL		200
COMBINED TOTAL		1,200

5. INTERVIEWS: (if conducted)

- a. The evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. The top ranked Proposer, or Proposers if the scoring is close, may be invited to interview. If the evaluation committee conducts interviews, the interview process will be used to supplement and clarify the information contained in the proposal.
- b. Based upon proposal scoring, as modified by the interview, and the results of reference checks, the Proposers will be given final ranking by the evaluation committee. The final ranking will be provided to the District for a final decision to award a contract.
- c. Particular details about the interviews will be issued to those firms invited to interview.
- d. The District may request Proposer to provide a live demonstration of Proposer's work order system.
- e. Such interviews and any presentation materials will be at the Proposer's expense.

6. PROPOSAL EVALUATION:

- a. **RESPONSIVENESS AND RESPONSIBILITY:** The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
 - i. **RESPONSIBILITY OF PROPOSER (OAR 137-047-0500).** Before awarding a Contract, the District shall determine that the Proposer submitting the most Advantageous Proposal is Responsible. The District shall use the standards set forth in ORS 279B.110 and OAR 137-047-0640(1)(c)(F) to determine if a Proposer is Responsible. In the event the District determines a Proposer is not

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 19-0006
District-Wide Broadline Grocery and Distribution of USDA Foods

Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Proposal.

- b. **CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
 - c. **NON RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Proposal, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.
 - d. **IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
 - e. **RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.
 - f. **CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
 - g. **NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.
 - h. **OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.
- 7. EVALUATION COMMITTEE:** The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators) to review and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise. Working as a Committee or independently (at the discretion of the District) with copies of the written Proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.

SECTION V – ATTACHMENTS
Solicitation No: RFP 19-0006
District-Wide Broadline Grocery and Distribution of USDA Foods

PROPOSAL SUBMISSION CHECKLIST

**ALL CERTIFICATIONS, FORMS, AFFIDAVITS AND DETAILED PROPOSAL CONTENT REQUIREMENTS
AS SPECIFIED IN SECTION IV MUST BE INCLUDED IN PROPOSALS.**

_____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

The following certifications and forms must be completed and signed by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement. Failure to submit any of the required, completed and signed certifications/forms shall result in disqualification of the Proposing firm.

All signatures must be uniquely identifiable to an individual, typed fonts will not be accepted.

- _____ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- _____ INDEPENDENT CONTRACTOR CERTIFICATION. (Attachment B)
- _____ AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- _____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)
- _____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)
- _____ PROPOSER REFERENCE FORM – (Attachment F)
- _____ PRICE SCHEDULE – (Attachment G)
- _____ PRICE SCHEDULE USDA FOODS – (Attachment H)
- _____ BUY AMERICAN STATEMENT OF UNDERSTANDING AND RESPONSIBILITY – (Attachment I)
- _____ RECALL CONTACT INFORMATION – (Attachment J)
- _____ CERTIFICATION REGARDING FEDERAL MATTERS – (Attachment K)
- _____ SUSPENSION AND DEBARMENT CERTIFICATION – (Attachment L)
- _____ LOBBYING CERTIFICATION – (Attachment M)
- _____ CLEAN AIR AND WATER CERTIFICATE – (Attachment N)
- _____ CONTRACTOR INFORMATION FORM – (Attachment O)

_____ DETAILED PROPOSAL CONTENT REQUIREMENTS

Detailed Proposal Content Requirements are specified in SECTION IV – RESPONSE AND EVALUATION.

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 19-0006
District-Wide Broadline Grocery and Distribution of USDA Foods

The following attachment(s) must be returned with the Proposal where required by the Solicitation.

- ___ WAIVER REQUEST TO USE FOREIGN FOOD PRODUCTS – (Attachment P)
- ___ SUBSTITUTE/EQUIVALENT PRODUCT REQUEST – (Attachment Q)
- ___ OREGON CERTIFICATION OF BUSINESS INCLUSION AND DIVERSITY PLAN – (Attachment R)

The following attachment(s) are **NOT** to be returned with the Proposal. The content of these attachment(s) must be reviewed by the Proposer. The terms and conditions are incorporated in this Solicitation and will apply to the Contract to be executed for the work.

- | | |
|---------------|--|
| ATTACHMENT 1A | SAMPLE MASTER PRICE AGREEMENT |
| ATTACHMENT 1B | SUBSTITUTE ITEM INFORMATION |
| ATTACHMENT 1C | SUBSTITUTE/EQUIVALENT PRODUCT APPROVAL PROCESS AND DEADLINES |
| ATTACHMENT 1D | BUY AMERICAN PROVISION |
| ATTACHMENT 1E | USDA MEMO SP 38-2017 |
| ATTACHMENT 1F | ORDER EXAMPLE |
| ATTACHMENT 1G | DELIVERY LOCATION INFORMATION |
| ATTACHMENT 1H | ESTIMATED USDA FOODS PRODUCTS FOR 2019-20 |
| ATTACHMENT 1I | PLASTIC FORK DATA SHEET |
| ATTACHMENT 1J | HINGED CONTAINER DATA SHEET |

The Proposer is **encouraged** to use the following attachment to identify their Proposal, it is provided for the Proposer's convenience, and is not required.

- | | |
|---------------|-----------------------|
| ATTACHMENT 1K | SEALED PROPOSAL LABEL |
|---------------|-----------------------|

This checklist is provided for the Proposer's convenience in assembling your Proposal and is NOT required to be returned with the Proposal.

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No: RFP 19-0006

PROPOSER CERTIFICATION

Legal Name of Proposer (Firm): _____

Physical Address: _____

Mailing Address: _____

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands all terms and conditions of this Solicitation.
3. The Proposer agrees to provide insurance as required in the sample Contract Terms and Conditions (see Attachments).
4. The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment as well as the technical and financial ability necessary to complete and execute all Work in a sound and suitable manner for the use specified and intended.
5. The Proposer agrees to execute the formal Contract within ten (10) days from date of Notice of Intent to Award.
6. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.
7. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
8. The Proposer, pursuant to ORS 279A.120 (1), (check one) is ____ / is not ____ a resident Proposer.
If not, indicate State of residency_____.
9. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
10. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
11. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

12. The Proposer (check one) ____ will / ____ will not extend the terms, conditions and prices to any Participating Agency that intends on establishing a Contract awarded to the Proposer resulting from this Solicitation.

Respectfully submitted this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Phone: _____

Title: _____

Fax: _____

Email Address: _____

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: RFP 19-0006

INDEPENDENT CONTRACTOR CERTIFICATION

Proposer: _____

Employer Identification Number: _____

If Proposer signs Part A, the remainder of this Certification Statement does not need to be completed.

Part A. Proposer is a Corporation:

The Proposer/Firm is a corporation authorized to do business in the State of Oregon.

Proposer Signature: _____ Date: _____

Part B. Proposer is an Independent Contractor:

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements are true and correct:

1. I have filed Federal and State income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
2. I will furnish the tools or equipment necessary for the contracted labor or services.
3. I have the authority to hire and fire employees who perform the labor or services.
4. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist.

(Please check all that apply):

- _____ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- _____ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership with _____.
- _____ C. Telephone listing is used for the business that is separate from the personal residence listing.
- _____ D. Labor or services are performed only pursuant to written contracts.
- _____ E. Labor or services are performed for two or more different persons or agencies within a period of one year.
- _____ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omissions insurance or liability insurance relating to the labor or services to be provided.

Proposer Signature: _____ Date: _____

SECTION V – ATTACHMENTS
ATTACHMENT C
Solicitation No: RFP 19-0006

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

(Proposer)

I state that:

- (1) The correct taxpayer identification numbers are:
A. Federal Employer ID Number (EIN): _____ B. Employer's Oregon ID Number: _____
- (2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;
- (3) The price(s) and amount of this Proposal must be arrived at independently and without consultation, communication or agreement with any other Supplier, Proposer or potential Proposer, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, will be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Contract award.
- (5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Solicitation, or to submit any noncompetitive Proposal or other complementary Proposal.
- (6) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- (7) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Beaverton School District in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and will be treated as fraudulent concealment from the Beaverton School District of the true facts relating to the submission of Proposals for this contract. I am authorized to act on behalf of Proposer, and have authority and knowledge regarding Proposer's payment of taxes, and to the best of my knowledge, Proposer is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

(Affiant's Signature)

STATE OF OREGON

County of _____

Signed and sworn to before me on _____ by _____
(date) (Affiant's name)

Notary: _____

My Commission Expires: _____

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 19-0006

NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: Beaverton School District

I, _____ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Bid/Proposal to be submitted by myself or the entity/company for which the Bid/Proposal is submitted, and that if such a conflict should arise, I will immediately notify the Beaverton School District and disqualify my Bid/Proposal.

"NO OFFICER, EMPLOYEE, OR AGENT OF THE BIDDER/PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF THE BEAVERTON SCHOOL DISTRICT OR WITH ANY PARTY CONNECTED WITH THE OREGON SCHOOL AND DISTRICT IMPROVEMENT NETWORK, DIRECTLY OR INDIRECTLY."

Proposer Name (signature)

Proposer Name (printed)

Proposer Title (printed)

Entity/Company Name (printed)

Date

**PROPOSER RESPONSIBILITY FORM
(PROPOSER’S QUALIFICATIONS AND FINANCIAL INFORMATION)**

DECLARATION AND SIGNATURES

The undersigned hereby declares that the he or she is duly authorized to complete and submit this Proposer Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the District of Proposer non-responsibility.

Date: _____

By: _____
(Signature of authorized official)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

For: _____
(Firm’s name) (Please type or print)

Instructions

1. The information provided in this form is part of the District inquiry concerning proposer responsibility. Please print clearly or type.
2. If you need more space, use plain paper. Submit completed form with Proposal response.
3. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that the Proposer is not a responsible Proposer.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 19-0006

RELIABILITY

Has your company ever been declared in breach of any contract for unperformed or defective work? ☐ Yes. ☐ No.

If “yes”, explain.

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? ☐ Yes. ☐ No.

If “yes,” explain.

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? ☐ Yes. ☐ No.

If “yes,” explain.

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? ☐ Yes. ☐ No.

If “yes,” explain.

Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? ☐ Yes. ☐ No.

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 19-0006

FINANCIAL RESOURCES

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case? ☐ Yes. ☐ No.

If “yes,” explain.

Does your firm have any outstanding judgments pending against it? ☐ Yes. ☐ No.

If “yes,” explain.

In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$10,000? ☐ Yes. ☐ No.

If “yes,” explain. (Include court, case number and party names.) _____

In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check “yes” even if the matter proceeded to arbitration or mediation without court litigation. ☐ Yes. ☐ No.

If “yes,” explain. (Include court, case number and party names.)

Have you or any of your affiliates discontinued business operation with outstanding debts? ☐ Yes. ☐ No.

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 19-0006

KEY PERSONNEL

List the principal individuals of your company, their current job title, the total years of experience they have in the industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation's stock. Limited liability companies list members who own 5% or more of the company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

Person who will be in direct charge of work if your company is awarded this Contract:

ITEM	PERSON IN DIRECT CHARGE
A. Name	
B. Position	
C. Years in Position	
D. Largest Project Supervised - \$	
E. Largest number of employees ever supervised	

PROPOSER REFERENCE FORM

Date(s) Work Performed _____

Annual Value of Project(s) \$ _____

Brief Description of work performed _____

Name of Customer/Client _____

Address _____

Contact Name _____ Position _____

Phone _____ Email _____

Date(s) Work Performed _____

Annual Value of Project(s) \$ _____

Brief Description of work performed _____

Name of Customer/Client _____

Address _____

Contact Name _____ Position _____

Phone _____ Email _____

Date(s) Work Performed _____

Annual Value of Project(s) \$ _____

Brief Description of work performed _____

Name of Customer/Client _____

Address _____

Contact Name _____ Position _____

Phone _____ Email _____

“USDA and this institution are equal opportunity providers and employers.”

SECTION V – ATTACHMENTS
ATTACHMENT G
Solicitation No: RFP 19-0006

Please see PRICE SCHEDULE in separate Microsoft Excel document.

ATTACHMENT H

Price Schedule for Receipt, Storage, Inventorying, and Delivery of the District's USDA Foods Items

Instructions: Provide a price per case for the receipt, storage, inventorying and delivery of the District's USDA (formerly known as commodity foods) foods items). Price should be inclusive of all fees. IMPORTANT, please note per USDA guidelines Lumper fees are NOT allowed.

No.	Value Pass Through Method	Price per Case	Notes
1	Fee for Service Items		

Proposer

Name

Title

Signature (a typed signature constitutes an e-signature)

Date

ATTACHMENT I

Buy American Statement of Understanding and Responsibility

The undersigned Proposer to Beaverton School District Solicitation # _____ understands the requirements of 7 CFR §210.21(d) Procurements (210.21(d), the Buy American Provision) and the guidance offered in USDA Memo SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

Furthermore, it is the intention of the Proposer to offer food products that comply with the Buy American Provision and the guidance in USDA Memo SP 38-2017 where ever possible and where it is not possible, to notify the District.

The Proposer also understands it is solely the decision of the District to use or not use a product not meeting the Buy American Provision or the guidance in USDA Memo SP 38-2017.

Name

Title

Signature

Date

ATTACHMENT J

Recall Contact Information

Proposer Name: _____ Date: _____

Primary Contact:

Name: _____

Title: _____

Email: _____

Office Phone: _____

Cell Phone: _____

Back Up Contact:

Name: _____

Title: _____

Email: _____

Office Phone: _____

Cell Phone: _____

Attachment K

Certification Regarding Federal Matters

Because certain Authorized Purchasers may utilize federal funding to purchase Goods and Services under a Contract, all Proposers must complete and submit this certification as part of submitting a Proposal. If federal terms and conditions are applicable to a Contract, the Sponsor will attach and incorporate the specific relevant federal provisions into the purchase order form.

Certification

Proposer certifies that Proposer shall comply, and require all sub-vendors to comply, with all federal laws, regulations, and executive orders applicable to a Contract. These may include but not be limited to:

- 1) If the Contract is for more than \$10,000, compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, in section 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1, is not forfeited.
- 2) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- 3) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- 4) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- 5) If the Contract is for more than \$100,000, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection DAS regulations (40 CFR part 15).
- 6) Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 7) Compliance with mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection DAS. Current guidelines are set forth in 40 CFR Part 247.
- 8) Compliance with applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Sub recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds.
- 9) Compliance with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.). 42
- 10) Debarment and Suspension. Vendor certifies and shall not permit any person or entity to be a sub-vendor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors declared ineligible under statutory authority other than Executive Order No. 12549. Sub-vendors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 11) National School Lunch Program: Vendor must comply with the requirements of the National School Lunch Program, 7 CFR §210; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR Parts 15, 15a, and 15b); and FNS Instruction 113-1.
- 12) That the Vendor certifies, to the best of the Vendor's knowledge and belief that:
- a) No federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an DAS, 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.
 - b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DAS, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c) The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and sub-vendors shall certify and disclose accordingly.
 - d) This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I, the official named below, certify that I am duly authorized to legally bind Proposer to this Certification Regarding Federal Matters:

Proposer Name (Printed)

By (Authorized Signature of Person with Authority to Obligate the Proposer), and Date

Printed Name

Title of Person Signing

ATTACHMENT L
Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Suspension and Debarment Instructions for Certification

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

Attachment M

Certification Regarding Lobbying Disclosure of Lobbying Activities

(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action: _____

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type: _____

- a. initial filing
- b. material change

For Material Change Only:

Year _____

Quarter _____

Date of Last Report _____

4. Name and Address of Reporting Entity:

_____ Prime _____ Subawardee Tier _____, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known:

\$

10a. Name and Address of Lobbying Entity:

(if individual, last name, first name, middle)

10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)

11. Amount of Payment (check all that apply):

\$

____ Actual ____ Planned

12. Type of payment (check all that apply):

____ a. retainer

____ b. one-time fee

____ c. commission

____ d. contingent fee

____ e. deferred

____ f. other; specify: _____

13. Form of Payment (check all that apply):

____ a. cash

____ b. in-kind; specify:

Nature _____

Actual _____

14. Continuation Sheet(s) SF-LLL-A Attached:

Yes _____ (Number _____)

No _____

15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:

Attach Continuation Sheet(s) SF-LLL-A (if necessary)

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Print

Name: _____ Title:

Telephone: _____ Date:

Federal Use Only:

Authorized for Local Reproduction Standard
Form - LLL

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at Sponsorst one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Attachment N

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$150,000.

Applicable if the contract exceeds \$150,000, or the Vending Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) and is listed by EPA, or the contract is not otherwise exempt. The Vendor shall execute this Certificate.

NAME OF VENDOR

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the applicable standards, orders or regulation issued pursuant to the Clean Air Act, as amended, 42 U.S.C 7401-7671q and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with Clean Air standards and Clean Water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C 7401-7671q, as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387, as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in section 42 U.S.C. 7410(d) of the Clean Air Act (42 U.S.C. 7410), an approved implementation procedure or plan under Section 42 U.S.C 7405-7411, or approved implementation procedure under (42 U.S.C. 7412).
- D. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Federal Water Pollution Control Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by the Water Act (33 U.S.C. 1317).

- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedules, plans, and orders approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Clean Air Act or Federal Water Pollution Control Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, sponsored, or supervised by the Vendor.

SIGNATURE/TITLE OF THE VENDOR AUTHORIZED REPRESENTATIVE

DATE

ATTACHMENT O

Contractor Information Sheet

Proposer: _____

Please provide the following contact information for the individuals who will be responsible for administering the contract if awarded to the proposer:

1. Primary Contact: _____

Title: _____ Telephone Number: _____

E-mail: _____

2. Problems and Emergencies provide 2 representatives:

Name: _____

Title: _____ Telephone Number: _____

E-Mail: _____

Name: _____

Title: _____ Telephone Number: _____

E-Mail: _____

Vendor Information Sheet Compiled by:

Name: _____

Title: _____ Telephone Number: _____

Fax Number: _____ E-Mail: _____

Signature: _____

SECTION V - ATTACHMENTS
ATTACHMENT P
Solicitation No: RFP 19-0006
ATTACHMENT P

Waiver Request to Use Foreign Food Products

Contractor shall purchase for resale through the Agreement, to the maximum extent practicable, domestic Food Service Products and shall comply, as applicable, and shall cause each of its sub-vendors to comply, with the applicable requirements and responsibilities set forth in the Buy American Provision of federal regulations 7 CFR 210.21(d) and 7 CFR 220.16(d).

Domestic Food Service Products mean:

1. An agricultural commodity that is produced in the United States, and;
2. A Food Service Product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
 - a. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
 - b. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
 - c. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically.
 - d. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 10 days in advance of delivery.

The request must include the:

1. Reason for exception: limited/lack of availability or price (include price): Price of the domestic food product; and Price of the non-domestic product that meets the required specification of the domestic product.
2. Alternative substitute (s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute (s); and
 - b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered

Contractor shall provide the district with point of origin for all products and alert the district if product cannot reasonably be provided domestically due to lack of availability or without a significant price increase.

RFP #*	RFP Item*	Reason for Waiver Request	Price per Serving	Distributor's Code	Domestic Alt Manf #	Alternative's Name	Availability of Alternative	Price Per Serving

ATTACHMENT Q
Substitute/Equivalent Product Request**SPECIFIED ITEM INFORMATION (From Price Schedule)**

RFP ITEM NUMBER: _____
RFP ITEM NAME: _____
SPECIFIED BRAND: _____
SPECIFIED ITEM CODE: _____

PROPOSED SUBSTITUTE/EQUIVALENT PRODUCT INFORMATION

MFR PRODUCT NAME: _____
MFR BRAND: _____
MFR ITEM CODE: _____

PROPOSED SUBSTITUTE/EQUIVALENT REQUIRED PRODUCT INFORMATION:

The required documents must be current within the last three (3) years or they must be accompanied by a signed statement from the manufacturer guaranteeing that the information is still current and accurate.

Food Items:

- ☐ Nutrition Facts Label
☐ Ingredients List
☐ CN Label **or** Product Formulation Statement
☐ Manufacturer's Buy American Compliance Statement

Non-Food Items:

- ☐ Product data sheet detailing the specifications of the product being offered.

The undersigned certifies the function, appearance, and quality of the proposed equivalent are equal or superior to specified item. The undersigned agrees, if this page is reproduced, to the terms and conditions for equivalents found in the proposal documents and that they apply to this proposed equivalent.

Request Submitted by:_____
Name_____
Signature (Entering a name in the signature line constitutes an E-Signature)_____
Vendor Name_____
Street Address_____
City, State, Zip_____
Date_____
Telephone Number_____
Email_____
Fax Number**For Use by District Staff**☐ Sample Requested ☐ No Sample Requested☐ Approved ☐ Approved as Noted☐ Not Approved ☐ Received too late_____
By_____
Date_____
Remarks:

"USDA and this institution are equal opportunity providers and employers."

ATTACHMENT R

Oregon Certification of Business Inclusion and Diversity Plan

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as a minority-owned business, woman-owned business, service-disabled veteran-owned business, or emerging small business.

Certified Firm Participation

As noted in Governor Kitzhaber’s Executive Order 12-03, “Minority-owned and Woman-owned businesses continue to be a dynamic and fast-growing sector of the Oregon economy. Oregon is committed to creating an environment that supports the ingenuity and industriousness of Oregon’s Minority Business Enterprise [MBE] and Woman Business Enterprise [WBE]. Emerging Small Business [ESB] firms are also an important sector of the state’s economy.” In 2015, HB 3303 revised ORS 200.055 to also include a certification for “. . . business[es] that a service-disabled veteran owns”.

According to ORS 200.090, Contracting agencies must aggressively pursue a policy to provide opportunities to Certified Firms. As such, Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Proposer has not discriminated and will not discriminate against a sub-vendor in the awarding of a subcontract because the sub-vendor is a Certified Firm.

Proposer further certifies and agrees that it has not discriminated and will not discriminate in its employment practices with regard to ethnicity, creed, age, religious affiliation, gender, disability, sexual orientation, or national origin.

Following bid due date and prior to Contract Award, the Proposer with the apparent highest scoring Proposal must provide, within five days of Notice of Intent to Award, a Certified Firm Outreach Plan using the form on the following page. The information submitted in response to this clause will not be considered in any scored evaluation.

Oregon Certification of Business Inclusion and Diversity Plan (continued)

1. Is Proposer an Oregon Certified Firm? Yes ☐ No ☐

If yes, indicate all certification type(s): DBE ☐ MBE ☐ WBE ☐ SDV ☐ ESB ☐

Oregon State Certification Number: _____

2. Does Proposer foresee any subcontracting opportunities for this procurement? Yes ☐ No ☐

If no, do not complete the rest of this form.

3. The Proposer shall provide a narrative description of its experience in obtaining a certified firm's participation as a sub-vendor, consultant, or supplier on previous projects, and discuss any innovative or particularly successful measures that the Proposer has undertaken. The Proposer shall include a list of Certified Firms with which it has had a contractual relationship during the past 24 months immediately preceding the date this solicitation document was issued. If none, mark the following checkbox: ☐ *No prior experience obtaining participation from Certified Firms.*

4. The Proposer shall provide examples where participation was achieved by Certified Firms, along with information regarding the subcontracting participation levels of Certified Firms for up to three projects/contracts that the Proposer is either currently performing or has completed within the past 24 months immediately preceding the date this solicitation document was issued. Participation by Certified Firms should be described as the percentage of the dollar value of subcontracts and material or supply contracts awarded as compared with the total dollar value of subcontracts and material or supply contracts let for each identified project or contract. The Proposer shall describe any technical assistance or mentoring the Proposer provided to Certified Firms subcontracting on each project. If none, mark the following checkbox: ☐ *No prior experience obtaining participation from Certified Firms.*

Project 1 Name _____

Award Date ___/___/___ Completion Date ___/___/___ Contract Award Amount \$ _____

Certified Firms goal percentage, if applicable _____% Certified Firms achievement percentage _____%

Certified Firms subcontract award amount \$ _____ Certified Firms spend achieved \$ _____

Describe any technical assistance or mentoring provided to Certified Firms subcontracting on this project.

Project 2 Name _____

Award Date ___/___/___ Completion Date ___/___/___ Contract Award Amount \$ _____

Certified firms goal percentage, if applicable _____% Certified firms achievement percentage _____%

Certified firms subcontract award amount \$ _____ Certified firms spend achieved \$ _____

Describe any technical assistance or mentoring provided to Certified Firms subcontracting on this project.

Oregon Certification of Business Inclusion and Diversity Plan (continued)

Project 3 Name _____

Award Date ___/___/___ Completion Date ___/___/___ Contract Award Amount \$ _____

Certified firms goal percentage, if applicable _____ % Certified firms achievement percentage _____ %

Certified firms subcontract award amount \$ _____ Certified firms spend achieved \$ _____

Describe any technical assistance or mentoring provided to firms subcontracting on this project.

5. If the total cost of the awarded contract is expected to be greater than \$100,000, the Proposer shall describe the outreach and subcontracting plan it will use, if awarded the contract, to provide Oregon Certified Firms an equal opportunity to perform any subcontracts under the contract. The plan must be realistic and based on Proposer's successful past experience. If Proposer has no previous outreach experience, the Proposer shall describe the outreach plan it intends to use if awarded the contract.

The Proposer must include the following in its plan:

- i. A description of the steps that the Proposer will take to solicit participation by Certified Firms;
- ii. A description of the mentoring, technical, or other business development assistance the Proposer will provide to sub-vendors needing or requesting such services.

If awarded the contract, the Proposer must accept, as contract performance obligations, the outreach and subcontracting plan described in this section. ***If Certified Firms are unavailable for type of work to be performed, please indicate in this section.***

Company Name: _____

Authorized Signature: _____

Name of Authorized Representative: _____

Title: _____



MASTER PRICE AGREEMENT

Contract No [REDACTED]

This is not an order

This Contract sets forth all the covenants, conditions, and promises between the following parties:

	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003 Attn: Business Services Purchasing
--	---

STATEMENT OF WORK: [REDACTED]

SUPERSEDING EFFECT.

There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. This Contract and all exhibits and attachments hereto together constitute the entire agreement between the Parties (listed in order of precedence): (1) This Contract; (2) Exhibit A - Terms and Conditions; (3) District Solicitation, including issued Addenda, Specifications and Drawings (if any); and (4) Supplier Offer/Response.

Any Supplier Response (bid/proposal) attached to this Agreement is incorporated solely for: (i) any statement of fees and schedule that is consistent with the entire Agreement as defined above; and (ii) any statement of Supplier's and its sub-Suppliers' scope of services that is consistent with the remainder of this Agreement or that provides basic services in addition to those stated in this Agreement. No other provisions of any proposal are part of this Agreement, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the terms of this Agreement or is not included in this agreement, such proposed terms are void and are expressly and wholly subject to the terms of this Agreement. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Agreement, the provision that provides a better quality or quantity of service to the District shall control.

CONSIDERATION:

Contractor shall perform/deliver the Work required, on an as needed basis, in consideration for which the District agrees to pay for the Work in a manner further described in the contract and pursuant to the proposal pricing. Individual Purchase Orders (PO) are required prior to any work being performed and will be issued by the District on a requirements basis. The District is not required to make any purchases under this Contract.

CONTRACT PERIOD.

The contract period shall be upon contract execution through [REDACTED].

RENEWAL OPTION:

The contract may be renewed upon mutual agreement of the Parties for four (4) additional one (1) year periods.

DISTRICT REPRESENTATIVE:

The District Representative for this Contract is [name], [title], at [name]@beaverton.k12.or.us (email), (503) 356-[XXXX] (phone). The District Representative shall be the initial point of contact for all matters related to performance, authorization and to carry out the responsibilities of the District.

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do Contract and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

Beaverton School District			
District Representative	Date	(typed or printed name of officer)	
Department Administrator	Date	Signature	
District Purchasing	Date	Title: _____	
Not a valid Contract until all signatories are complete		Phone/Fax: _____	
		Date: _____	
		Employer Id Number or Social Security Number	

This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Beaverton School District Public Contracting Rules.

EXHIBIT A – BEAVERTON SCHOOL DISTRICT MASTER PRICE AGREEMENT GENERAL TERMS AND CONDITIONS

These terms and conditions apply to all purchases of services by or on behalf of the Beaverton School District unless specifically provided otherwise in writing.

1. Assignment. Provider shall not subcontract, assign, or transfer any of its interest in this Contract without the District's prior written consent.

2. Compliance with Laws. Provider certifies that in performing this Contract they will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders. Provider expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.

3. Changes. The District may make written changes to this contract. If such change causes an increase or decrease in the consideration or the time required to perform, an equitable adjustment shall be made and the agreement modified in writing.

4. Force Majeure. Neither the District nor Provider shall be held responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the District.

5. Contact With Students: All Providers are subject to Law Enforcement Data System background check. The Provider must not have unsupervised contact with students. When unsupervised contact with students is requested by the District, Provider must be fingerprinted (\$75.00 fee).

6. Governing Law. The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Washington District or the Federal District Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of District and Consultant shall be cumulative and may be exercised successively or concurrently.

7. Indemnification and Hold Harmless. Except for claims arising out of acts caused by the sole negligence of the District, its Administrators or employees, the Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from acts or omissions of any nature whatsoever of the

Provider, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the District there from. The Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.

8. Independent Contractor. The services provided under this Contract are those of an independent contractor. Provider is not an officer, employee or agent of the District. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of Provider's performance.

9. Insurance. Provider shall purchase and maintain:

- a. WORKER'S COMPENSATION as required by law.
- b. EMPLOYER'S LIABILITY in the minimum amount of \$500,000 when the Provider has one or more employees performing services under the contract.
- c. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non- owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate. May be waived if Provider has no vehicle while providing work under the contract.
- d. COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Providers, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and in the aggregate. May be waived only by the District Risk Management Department.
- e. CERTIFICATES OF INSURANCE. The District, its employees, officials, and agents shall be named as an Additional Insured on general liability and automobile policies and shall be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to Beaverton School District, Attn: Risk Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Provider agrees to pay for the insurance specified and agrees to provide the District with a 30 days' notice of cancellation if non- renewal occurs during the contract period. Insurance companies must have an A rating.
- f. The District reserves the right to require additional insurance which will be delineated in an attachment to this agreement.

10. Ownership of Work Product. All work product of Provider that results from this Contract is the exclusive property of the District. Provider hereby irrevocably assigns to the District all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Provider forever waives

EXHIBIT A – BEAVERTON SCHOOL DISTRICT MASTER PRICE AGREEMENT GENERAL TERMS AND CONDITIONS

any and all rights relating to the work product including any and all rights arising under Title 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modifications.

11. Representations. Provider represents and warrants to the District that (1) Provider has the power and authority to enter into and perform this Contract, (2) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (3) Provider shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

12. Responsibility for Taxes and Withholding. Provider shall be responsible for all federal or state taxes applicable to compensation paid to Provider under this Contract. The District will not withhold from such compensation any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Provider under this Contract.

13. Severability. If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

14. Termination.

- a. Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties, or the District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to Provider.
- b. The District's Right to Terminate For Cause. The District may terminate this Contract, in whole or in part, immediately upon notice to Provider, or at such later date as the District may establish in such notice, upon the occurrence of any of the following events:
 - (i) The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Provider's Work;
 - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited, or the District is prohibited from paying for such Work from the planned funding source;
 - (iii) Provider no longer holds any license or certificate that is required to perform the Work; or
 - (iv) Provider commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Provider's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice, or such period as the District may specify in such notice.

- c. Provider's Right to Terminate for Cause. Provider may terminate this Contract upon 30 days' notice to the District if the District fails to pay Provider pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Provider's notice.
- d. Enforcement. Termination under any provision of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any breach of a Provider warranty or any defect in or default of Provider's performance that has not been cured, including any right of the District to indemnification by Provider. If this Contract is so terminated, Provider shall be paid in accordance with the terms of the contract for services rendered and accepted.
- e. Remedies. In the event of termination pursuant to above, Provider's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider shall pay any excess to the District upon demand.
- f. Provider's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Provider shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Provider shall deliver to the District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed.
- g. Limitation of Liabilities. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

15. Confidential information. Provider acknowledges that it or its employees, sub-contractors, or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of District or District's clients. Any and all information provided by District and marked confidential, or identified as confidential in a separate writing, that becomes available to Provider or its employees, sub-contractors, or agents in the performance of this Contract shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items including software, that result from Provider's use of the Confidential Information and any Work Product that District designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Provider) publicly known; (b) is furnished by District to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Provider's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the District without the obligation of confidentiality; (e) is disclosed with the written consent of the District; or (f) is independently developed by employees or

EXHIBIT A – BEAVERTON SCHOOL DISTRICT MASTER PRICE AGREEMENT GENERAL TERMS AND CONDITIONS

agents of Provider who can be shown to have had no access to the Confidential Information.

- a. **NON-DISCLOSURE.** Provider agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Provider uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the District under this Contract, and to advise each of its employees, sub-contractors, and agents of their obligations to keep Confidential Information confidential. Provider shall use its best efforts to assist the District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Provider shall advise the District immediately in the event Provider learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Provider will at its expense cooperate with the District in seeking injunctive or other equitable relief in the name of the District or Provider against any such person. Provider agrees that, except as directed by the District, Provider will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the District's request, Provider will turn over to the District all documents, papers, and other matter in Provider's possession that embody Confidential Information.

- b. **INJUNCTIVE RELIEF.** Provider acknowledges that breach of this Section, including disclosure of any Confidential Information, will give rise to irreparable injury to the District that is inadequately compensable in damages. Accordingly, the District may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies that may be available. Provider acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the District and are reasonable in scope and content.

16. FERPA. Provider agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by the Provider in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill the Provider's responsibilities under this Agreement.

17. Waiver. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party

with its obligations hereunder, and not custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

18. Invoicing and Payment. A separate invoice must be issued for each shipment, and must include the Order number. Invoices must not be issued prior to delivery of goods, or completion of services. Payment will not be made prior to receipt of goods, or completion of services, and receipt of invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the District's check is mailed. Payment will be made thirty (30) Days after the latter of (1) receipt of goods, or completion of services, (2) receipt of proper billing for goods. The District will not pay any additional charges including charges for state/local taxes, interest, late charges, or extra charges for boxing, packing, cartage, or other extras unless specifically agreed to in writing by the District.

19. Prices. All pricing is considered fixed and firm for the initial Contract term except as allowed in Price Escalation/De-Escalation below. The Contractor warrants that the price of the Goods covered by this Contract are not in excess of the Contractor's lowest prices in effect on the date of this Contract for comparable quantities of similar Goods.

20. Price Escalation/De-escalation. On or about sixty (60) Days prior to the contract expiration date the District will initiate a contract extension (if any). During this extension period the Contractor may pass on to the District verifiable increases in its supplier's price or increases in shipping costs. The District shall have the right to accept or reject any proposed price change. Conversely, the Contractor shall pass on to the District any decrease of like costs. In either case, the Contractor may maintain the same margin. The Contractor shall be prepared to provide the District documentary evidence to support price changes. The District reserves the right to terminate this contract, in whole or in part, without prejudice, if the Contractor increases prices. Additionally, the District reserves the right to terminate this contract, in whole or part, if there is a reduction in price for a Good on this Contract in the general market and the Contractor's price does not reflect this reduction. The District reserves the right to audit the Contractor's financial records as they pertain to administration of this clause.

21. Cooperative Participation. This Contract is not a cooperative procurement.

22. Identification of Employees. Contractor shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, hat, coat with Contractor logo/name) while on District property.

23. Continuing Obligation. Notwithstanding the expiration date of this Contract, the Contractor is obligated to fulfill his responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

*District Public Contracting Rules can be found on the following website: <https://www.beaverton.k12.or.us/depts/business/purchasing/Pages/default.aspx> - END -

SECTION V - ATTACHMENTS, ATTACHMENT 1B, RFP 19-0006

Substitute Item Information

Original Item Information										
RFP #	BSD #	Distributor's Code	Item	Pack Size	Portion Size	Portions/ Eaches per Case	Current Manufacturer's Price	Current Fixed Fee	Current Total Cost/Case	Price per Portion/ Each
										\$0.0000
Proposed Substitute Information										
Distributor's Code	Manufacturer's Code	Description	Brand	Pack Size	Portion Size	Portions/ Eaches per Case	Manufacturer's Cost	Fixed Fee	Total Cost per Case	Price per Portion/ Each
										\$0.0000

*Pack Size Example: 5/5lb, 4/200 ea, 120/2 oz

**Portion size should be in ounces or grams for food items, leave empty for non-food items.

ATTACHMENT 1C

SUBSTITUTE/EQUIVALENT PRODUCT APPROVAL PROCESS AND DEADLINES

If the item specifications indicate "or equal" proposers may offer products equivalent to those identified on the Attachment - Price Schedule. The District will review substitute/equivalent products for approval via the Substitute/Equivalent Product Request Process. **Products submitted that do not follow this process will NOT be evaluated and this will impact the evaluation criteria "Specified and Substitute Items".**

In making a request the Proposer represents they have personally investigated the substitute/equivalent product and determined that it is equal or superior in all respects to that specified.

The determination of equivalency shall be based solely on the opinion of the District.

DEADLINES FOR SUBMITTING SUBSTITUTE/EQUIVALENT PRODUCT REQUESTS

Substitute/equivalent product requests and or samples submitted after the dates below will NOT be accepted.

1. Substitute/equivalent product request documents due – April 5th, 2019
2. District requests for samples will be sent – April 18th, 2019
3. Samples requested by the District due – May 1st, 2019
4. Final Price Schedule with all approved items posted – May 23rd, 2019

SUBSTITUTE/EQUIVALENT PRODUCT APPROVAL REQUEST PROCESS

1. Complete and submit an Attachment - Substitute/Equivalent Product Request form.
 - a. Proposals for substitute/equivalent products will only be considered when provided on this completed and **signed** form for **EACH** item submitted as a substitute/equivalent product.
 - b. Substitute/equivalent products offered without this form will be rejected.
 - c. Combined requests will be rejected. One (1) form is required per substitute/equivalent product submitted.
 - d. If "House" brands are proposed as substitute/equivalent product, the Proposer shall indicate the manufacturer and code number of the product contained in the house brand (for example: Widgetco. Chicken Patties, Manufactured by Fryer Co. #2340).
 - i. Failure to supply this information may result in rejection of the proposal.
2. Provide written product information.
 - a. All documents required for the Substitute/Equivalent Product Request Process shall be labeled with the RFP Item # located in the first column of Attachment - Price Schedule.
 - i. Example: A-1
 - ii. Failure to properly label the required documents may result in the product not being evaluated as a substitute/equivalent item.
 - iii. When providing the documentation in an electronic format each Substitute/Equivalent Product Request and its documents shall be saved as an individual file using the following naming convention.

- A. RFP Item # - Manufacturer's Product Code – Distributer's Product Code – Product Name
 - (i) Example: A1-1132-060113-Honey Nut Cheerios
 - b. Required documents - The required documents must be current within the last three (3) years or they must be accompanied by a signed statement from the manufacturer guaranteeing that the information is still current and accurate
 - i. Food items.
 - A. Each individual Equivalent Product Request form shall be accompanied by the following:
 - (i) Nutrition Facts Label
 - (ii) Ingredient List
 - (iii) CN Label OR the appropriate Product Formulation Statements
 - (iv) Buy American Compliance Statement from the manufacturer.
 - ii. Non-Food Items
 - A. Each individual Equivalent Product Request form for a non-food items shall be accompanied by Product Data Sheet detailing the specifications of the product being offered.
 - (i) See examples of acceptable product data sheets in Exhibit – Spoons and Exhibit – Detergent.
- 3. Submit **REQUESTED** samples
 - a. **UPON REQUEST the Proposer shall provide samples for proposed substitute/equivalent items. Samples are NOT required unless the District requests them.**
 - i. The District will review all Equivalent Product request documentation and using said documentation and the District's knowledge of the products, determine which products will require a sample to determine equivalency.
 - b. A minimum quantity of one (1) case, is required to be furnished to the District at no charge with each substitute/equivalent product being proposed.
 - c. All samples shall be accompanied by a copy of the Equivalent Product Request for the item and cases shall be clearly marked with the following information:
 - i. Proposers Name
 - ii. Solicitation Number
 - iii. Manufacturer Name
 - iv. Manufacturer Code
 - v. Item Name
 - vi. RFP Item # from Attachment - Price Schedule.
 - d. If not destroyed or mutilated in testing, samples will be either disposed of by the District or retained to determine that the quality of items delivered are comparable to the sample.
- 4. Equivalent Product Request forms and supporting documents and Samples shall be submitted to:
 - a. **Forms and Documents**
 - i. Purchasing Manager
Beaverton School District
16550 Merlo Rd
Beaverton, OR 97003
 - b. **Samples**

- i. Attn: Dan Kolp
18640 NW Walker Rd
Entrance D1
Beaverton, OR 97006

EVALUATION OF PRODUCTS. The determination of equivalency shall be based solely on the opinion of the District.

1. Food Items.
 - a. Substitute/equivalent products offered will be evaluated and approved based on a comparison of the proposed substitute/equivalent product's nutritional information and/or child nutrition label information, ingredients list, appearance and taste to that of the specified product.
2. Non-Food Items
 - a. Substitute/equivalent products will be evaluated and approved based on a comparison of the proposed substitute/equivalent product's intended purpose and product data sheet to that of the specified product.

ATTACHMENT 1D

7 CFR §210.21(d) Procurements (210.21(d) - Buy American Provision

(d) *Buy American*—(1) *Definition of domestic commodity or product.* In this paragraph (d), the term ‘domestic commodity or product’ means—

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) *Requirement.* (i) *In general.* Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

(ii) *Limitations.* Paragraph (d)(2)(i) of this section shall apply only to—

(A) A school food authority located in the contiguous United States; and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(3) *Applicability to Hawaii.* Paragraph (d)(2)(i) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.



ATTACHMENT 1E

Food and Nutrition Service
Park Office Center
3101 Park Center Drive
Alexandria
VA 22302

DATE: June 30, 2017

MEMO CODE: SP 38-2017

SUBJECT: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program

TO: Regional Directors
Special Nutrition Programs
All Regions

State Directors
Child Nutrition Programs
All States

The Food and Nutrition Service (FNS) has continued to receive a number of inquiries relating to the details and enforcement of the Buy American provision in 7 CFR 210.21(d). This memorandum replaces SP 24-2016, *Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program*, dated February 03, 2016. This guidance provides several updates, including suggested contract language to be utilized in solicitations, and serves to reinforce the importance of the Buy American provision to our economy and its positive effects on small and local businesses.

Buy American provision requirements. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

The Buy American provision applies to SFAs located in the 48 contiguous United States and is one of the procurement standards these SFAs must comply with when purchasing commercial food products served in the school meals programs. Although Alaska, Hawaii, and the U.S. territories are exempt from the Buy American provision, SFAs in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities, as determined by the SFA, to meet school meal program needs per 7 CFR 210.21(d)(3). Likewise, SFAs in Puerto Rico are required to purchase food products produced in Puerto Rico in sufficient quantities, under 42 USC 1760(n)(4).

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that “substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they

must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

For products procured by SFAs for use in the Child Nutrition Programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 for full definitions. Any product processed by a winning vendor must contain over 51% of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

Implementing the Buy American provision. SFAs are reminded that for all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, State agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and non-domestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report at <https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>.

The Buy American provision supports local and small businesses. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports SFAs working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). FNS also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

USDA Foods comply with Buy American requirements. FNS encourages SFAs to maximize their use of USDA Foods, which comply with Buy American requirements. USDA Foods are domestic, and purchasing from 100% domestic origin sources is a longstanding USDA policy based on Section 32 of the Agriculture Act of 1935 (P.L. 74-320 as amended; 7 U.S. Code 612c). However, processed end products that contain USDA Foods need to meet the 51% domestic requirement, by weight or volume.

Limited exceptions to the Buy American provision. There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above (i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the SFA, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

It should be noted that FNS has not defined a dollar amount or percentage triggering an exception requiring consideration of alternatives. Before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. For example, SFAs should ask:

- Are there other domestic sources for this product?
- Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive (e.g. substitute domestic pears for non-domestic apples)?
- Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?
- Am I using third-party verification, such as through USDA AMS, to determine the cost and availability of domestic and nondomestic foods?

If an SFA is using one of the above exceptions, there is no requirement to request a waiver from the State agency or FNS in order to purchase a non-domestic product. SFAs must, however, keep documentation justifying their use of exception(s). FNS has provided sample language of such, to be used as a reference in solicitation and contract documents; these are found in Question 5 in the Questions and Answers document below. Monitoring of contractors by the SFA and oversight by the State agency are critical functions in enforcing the Buy American provision, including review of exceptions, as further outlined below.

Compliance with, and monitoring of, the Buy American provision by SFAs. To ensure compliance with the Buy American provision the SFA must ensure solicitation and contract language includes the requirement for domestic agricultural commodities and products. The SFA must also include the Buy American requirement in its documented procurement procedures and retain records documenting any exceptions. SFAs should ask the supplier, i.e., manufacturer or distributor, for specific information about the percentage of U.S. content in any processed end product. In order for SFAs to be able to document the domestic content, they should include in their procurement process a requirement for certifying the domestic percentage of the agricultural food component of commodities and products.

Further, solicitation and contract language must be monitored by the SFA to determine contractor compliance as required by 2 CFR 200.318(b), in order to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Monitoring is also accomplished by reviewing products and delivery invoices

or receipts to ensure the domestic food that was solicited and awarded is the food that is received. SFAs also need to conduct a periodic review of storage facilities, freezers, refrigerators, dry storage, and warehouses to ensure the products received are the ones solicited, and awarded, and comply with the Buy American provision.

Monitoring of the Buy American provision by State agencies. State agencies conducting procurement reviews in conjunction with, or as a separate review from, the administrative review process must ensure SFA compliance with the Buy American provision. During a procurement review, State agencies should: (1) determine if SFAs are purchasing domestic commodities as defined in 7 CFR 210.21(d); (2) check that solicitations and contracts contain the Buy American certification language recommended in Questions 6 and 7 below; and (3) review a sample of supplier invoices or receipts to determine whether the solicited-for domestic foods were provided by the awarded contractor. If the SFA is non-compliant with the Buy American provision, the State agency must issue a finding and require corrective action which may include:

- Requiring contract amendments to include language to supply domestic foods, or a new solicitation if the contract amendment is determined, by the contracting parties or State agency, to be a material change;
- Attending a procurement training to increase compliance with procurement standards, including the Buy American provision; and
- Fiscal action for repeat or egregious findings, on a case-by-case basis with approval by the appropriate FNS Regional Office.

During an on-site administrative review, State agencies should look at the labels on a variety of food products in SFA storage facilities and if the State agency identifies non-domestic foods, the State agency must request documentation justifying the limited exception(s) outlined above. If such is not provided, the State agency must issue a finding and require corrective action, which may include:

- Requiring review of food deliveries for contractor compliance;
- Monitoring to ensure the correct domestic food components contracted for are delivered;
- Prior to accepting foods, ensuring that an alternative domestic food component, or an exception to purchase non-domestic foods, has been approved for delivery; and
- Fiscal action for repeat or egregious findings, on a case-by-case basis with approval by the appropriate FNS Regional Office.

Both the administrative review and procurement review teams should work together and communicate findings in order to provide comprehensive monitoring of the Buy American requirement.

Regional and State Directors
Page 5

State agencies are reminded to distribute this memorandum to SFAs immediately. SFAs should direct any questions concerning this guidance to their State agency. State agencies with questions should contact the appropriate FNS Regional Office.

Original Signed

Sarah E. Smith-Holmes
Director
Program Monitoring and Operational Support
Child Nutrition Programs

Questions and Answers for the Buy American Provision

1) How would an SFA determine that an item is a “domestic commodity or product”?

Answer: To determine if a food item meets the Buy American provision, the SFA would need to ensure that the solicited-for domestic foods were included in the vendor response, and provided by the awarded contractor in the foods delivered to the SFA. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity produced in the U.S. and a food product processed in the U.S. substantially using agricultural commodities that are produced in the U.S. Reports accompanying the legislation noted that “substantially means over 51% from American products.”

For products procured by SFAs for use in the Child Nutrition Programs, the food component of the product is the agricultural commodity. FNS defines food component as one of the food groups which comprise reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 and 210.10 for full definitions and use of the terms, respectively. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

When considering juice for example, in order for the product to be considered “domestic” in accordance with the Buy American provision, the juice must contain over 51% of the juice or juice concentrate, by volume, from fruits or vegetables grown in the U.S. FNS does not consider water – whether tap or bottled – to be a domestically grown agricultural commodity for purposes of this provision. Likewise, packaging and labor are not agricultural commodities. For products procured by SFAs to be served in the Child Nutrition Programs, the fruit/vegetable component of the product, by volume, is the agricultural commodity. For fruit/vegetable juices, in order to be considered responsive, the juice provided by a vendor must contain over 51% of the fruit/vegetable component of the juice, by volume, from U.S. origin.

2) Does the Buy American provision apply to entities that purchase on behalf of an SFA, such as a purchasing cooperative or a food service management company?

Answer: Yes. Any entity that purchases food or food products on behalf of the SFA must follow the same Buy American provisions and exceptions that the SFA is required to follow.

3) Are all agricultural commodity or food products purchased using the nonprofit food service account subject to the Buy American provision?

Answer: Yes. SFAs must ensure that all agricultural commodity or food products procured using funds from the nonprofit school food service account comply with the Buy American provision. Pursuant to Child Nutrition Program regulations, all Federal funds, all money received from children as payment for program meals, all proceeds from the sale of competitive foods, and all other income generated by the school food service must accrue to the nonprofit food service account. As a consequence, the entire nonprofit school food service account becomes subject to Federal procurement standards. Therefore, all agricultural commodity or food product purchases made from the nonprofit school food service account are subject to the

Buy American provision, subject to the limited exceptions noted in the memorandum above.

4) What can an SFA do to comply with the requirements of the Buy American provision?

Answer: To ensure compliance with the Buy American provision the SFA must ensure solicitations and contracts include the requirement for domestic agricultural commodities and products, include this requirement in its documented procurement procedures, and retain records documenting any exceptions. Examples of specifications that SFAs may use in solicitations and contracts to comply with the Buy American provision include:

- Utilizing the Buy American definitions in 7 CFR 210.21(d) in all food product specifications, invitations for bids (IFBs), and requests for proposals (RFPs) for food products, contracts, purchase orders, and other procurement documents issued;
- Require a certification of domestic origin for products which do not have country of origin labels; and
- Including the following language: “The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).”

Additionally, SFAs are required by 2 CFR 200.318(b) to monitor contractor performance to ensure compliance with all contractual requirements. This includes compliance with the Buy American provision. SFAs can also require their suppliers to provide certification of domestic origin on food products delivered and on invoices submitted as discussed in more detail in Questions 6 and 7, below.

For example, Program operators may require vendors to provide a certification of domestic origin for all food products listed in all procurement documentation, from a bid or proposal to receipts and invoices. Program operators may deem a bid or response unresponsive and ineligible for contract award for noncompliance with the terms and conditions of contract award, if such certifications are solicited for, but not included. Further, the program operator may establish penalties, including contract termination, if vendors fail to comply with the Buy American provision and no documentation of any exceptions exists.

5) How can SFAs comply with the requirement to retain records, which should include documentation of exceptions in adhering to the Buy American provision?

Answer: Below is sample language that SFAs should use in solicitations and contracts to comply with the requirement to retain records documenting any exceptions to the Buy American provision:

- I. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of ____day (s) in advance of delivery. The request must include the:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute(s); and
 - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- (2) Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of the domestic food product; and
 - (b) Price of the non-domestic product that meets the required specification of the domestic product.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: <https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>. Using this website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

6) What is sample language contractors can use to document their compliance with the Buy American provision?

Answer: Below is sample language contractors may use to comply with the Buy American provision; however, language should be tailored to the needs of the contracting parties.

Sample Language:

"We certify that ____ (insert product name) ____ was processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S.," with space for the supplier to fill in the name of the product and its specific percentage of the domestic agricultural food component contained therein.

7) How should an SFA document the domestic commodity food components for a processed end product?

Answer: SFAs should ask the supplier, i.e., manufacturer or distributor, for specific information about the percentage of U.S. content in the processed end product. In order for SFAs to be able to document the domestic content, they should include in their bidding process a requirement for certification such as: "We require that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us."

SFAs may also include the following statement in the bidding process: "We require bidders to certify that ____ (insert product name) ____ was processed in the U.S. and contains over ____ (insert % of weight or volume) of its agricultural food component from the U.S.," with

space for the supplier to fill in the name of the product and its percentage of the domestic agricultural food component (by weight or volume) contained therein.

State agencies should also include such language in any prototype solicitation documents and contracts provided to the SFAs.

8) Can a product made from a U.S. agricultural product but manufactured in another country be purchased from the nonprofit school food service account absent a limited exception?

Answer: No. Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as one that is produced and *processed* in the U.S. substantially using agricultural commodities that are produced in the U.S.” This means that the product must be processed entirely in the U.S. and must substantially use domestic agricultural commodities. A large number of items received by schools state on the label that they are “packed” in the U.S. Non-domestic foods packed in the U.S. or non-domestic foods in packaging produced in the U.S. do not meet the Buy American requirements.

9) Can FNS or a State agency provide a list of foods that are not available domestically and therefore not subject to the Buy American provision?

Answer: No. Neither FNS nor a State agency may make the determination that a domestic commodity or product is not available. Although the Federal Acquisition Regulations (FAR) contain such a list, this applies to procurement by the Federal government only. Each SFA should determine on an individual basis, whether domestic alternatives exist first, and if not, whether an exception is warranted. Exceptions are warranted only when (1) the food product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or (2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. Again, there is not a specific amount or percentage that is considered “significantly higher” and it is the SFA’s responsibility to determine the threshold. Records and documentation must be retained justifying any exception as outlined above. SFAs can maintain documentation of exceptions for domestic foods that are prohibitively costly or not available in sufficient quantities and present this during reviews by the State agency.

Orders Report

Attachment 1F -Order Example

Generated 1/24/2019 2:53:27 PM by Daniel Kolp

District: BEAVERTON SD
Site: Aloha High

Site Type: All

Order #73059
Order Date: 01/17/2019
Delivery Date: 01/22/2019

Order Status: Closed
Order Comments:

Ship to Site:

Aloha High
18550 SW Kinnaman Rd
Beaverton, OR 97078
Phone: 5033562781

Vendor:

XYZ
1234 SW John Doe Drive
Beaverton, OR 97070
Contact Name: John Doe
Phone: 123-123-4567

			Ordered			
Vendor Item #	Item #	Item Description	WU	BU	WU Price	Amount
Category: Beverages - Flavored Water						
7389756	1715	Water Flavored Kiwi Strawberry [Case=24 Bottle]	1 Case	0 Bottle	3.00	3.00
1488859	1914	Water Black Raspberry Sparkling Ice [Case=12 Bottle]	3 Case	0 Bottle	3.00	9.00
Category: USDA Diversion - Poultry						
2378380	1179	Chicken Nugget Whole Muscle Commodity [Case=30 Pound]	1 Case	0 Pound	1.00	1.00
2378323	1181	Chicken Patty Spicy Commodity [Case=33 Pound]	1 Case	0 Pound	1.00	1.00
3140037	1182	Chicken Popcorn Crispy Smacker Commodity [Case=6 Bag]	1 Case	0 Bag	1.00	1.00
2554374	1183	Chicken Popcorn Spicy Commodity [Case=33 Pound]	1 Case	0 Pound	1.00	1.00
9886037	1326	Ham Turkey Sliced 12 Lb Commodity [Case=12 Pound]	1 Case	0 Pound	1.00	1.00
Total:					18.00	

Order Status selection(s):

WU: Whole Unit, BU: Broken Unit

ATTACHMENT 1G

Beaverton School District Delivery Location Information

* Sites marked as having a delivery location conflict MUST be avoided at least 15 minutes either side of School Start and End Times

School	Lead	Name	Email Address	Phone	Address	School Start	School End	Delivery Location Conflict
ACMA Option	Christina	Nigma	christina_nigma@beaverton.k12.or.us	503-356-3682	650 NW 118th Ave, Portland, OR 97229 (for 19-20 and 20-21 school years only)	7:30 AM	2:05 PM	x
Aloha HS	Devadas	Murali	devadas_murali@beaverton.k12.or.us	503-356-2781	18550 SW Kinnaman Rd. Beaverton 97078	7:45 AM	2:30 PM	
Aloha Huber Park K-8	Kari	Stockton	kari_stockton@beaverton.k12.or.us	503-356-2009	5000 SW 173rd Ave Beaverton OR 97007	8:30 AM	3:05 PM	
Barnes ES	Sucheta	Panditrao	sucheta_panditrao@beaverton.k12.or.us	503-356-2138	13730 SW Walker Rd Beaverton OR 97005	8:00 AM	2:35 PM	x
Beaver Acres ES	Elizabeth	Mcdonnell	elizabeth_mcdonnell@beaverton.k12.or.us	503-356-2027	2125 SW 170th Ave, Beaverton, OR 97006	8:30 AM	3:05 PM	x
Beaverton HS	Jill	Cady	jill_cady@beaverton.k12.or.us	503-356-2857	13000 SW Second St Beaverton OR 97005	7:45 AM	2:30 PM	
Bethany ES	Enedelia	Rockwell	enedelia_rockwell@beaverton.k12.or.us	503-356-2037	3305 NW 174th Beaverton OR, 97006	8:00 AM	2:35 PM	x
Bonny Slope ES	Telia	Rusin	telia_rusin@beaverton.k12.or.us	503-356-2049	11775 NW McDaniel Rd. Portland, OR 97229	8:30 AM	3:05 PM	
Cedar Mill ES	Cheryl	Houser	cheryl_houser@beaverton.k12.or.us	503-356-2057	10265 N.W. Cornell Road Portland OR 97229	8:30 AM	3:05 PM	x

School	Lead Name		Email Address	Phone	Address	School Start	School End	Delivery Location Conflict
Cedar Park MS	Bonny	Osburn	bonny_osburn@beaverton.k12.or.us	503-356-2572	11100 SW Park Way Portland, OR 97225	9:15 AM	3:50 PM	
Chehalem ES	Lori	Lamantain	irma_lamantain@beaverton.k12.or.us	503-356-2067	15555 SW Davis Road Beaverton, OR 97007	8:30 AM	3:05 PM	x
Conestoga MS	Kate	Penziol	kate_penziol@beaverton.k12.or.us	503-356-2587	12250 SW Conestoga Dr. Beaverton OR 97008	9:15 AM	3:50 PM	x
Cooper Mountain ES	Judith	Olsen	judith_olsen@beaverton.k12.or.us	503-356-2077	7670 SW 170th Avenue Beaverton OR 97007	8:30 AM	3:05 PM	x
Elmonica ES	Helen	Tzakis	helen_tzakis@beaverton.k12.or.us	503-356-2087	16950 SW Lisa St. Beaverton, Oregon 97006	8:30 AM	3:05 PM	x
Errol Hassell ES	Wanda	Hurrle	wanda_hurrle@beaverton.k12.or.us	503-356-2097	18100 SW Bany Road Beaverton OR 97007	8:00 AM	2:35 PM	
Findley ES	Yvette	Mahaffey	yvette_mahaffey@beaverton.k12.or.us	503-356-2108	4155 NW Saltzman Road Portland OR 97229	8:30 AM	3:05 PM	
Fir Grove ES	Laurie	Langford	laurie_langford@beaverton.k12.or.us	503-356-2117	6300 S. W. Wilson Ave. Beaverton OR 97008	8:00 AM	2:35 PM	x
Five Oaks MS	Genevieve	Shields	genevieve_shields@beaverton.k12.or.us	503-356-2613	1600 NW 173rd Ave. Beaverton OR 97006	9:15 AM	3:50 PM	
Greenway ES	Deborah	Reynolds	deborah_reynolds@beaverton.k12.or.us	503-356-2127	9150 SW Downing Drive Beaverton OR 97008	8:30 AM	3:05 PM	x
Hazeldale ES	Nancy	Zoucha	nancy_zoucha@beaverton.k12.or.us	503-356-2017	20080 SW Farmington Road Beaverton OR 97007	8:30 AM	3:05 PM	x
Health & Science HS	Melissa	Zimmerman	melissa_zimmerman@beaverton.k12.or.us	503-356-3641	18640 NW Walker Rd, Beaverton, OR 97006	7:30 AM	2:05 PM	

School	Lead Name		Email Address	Phone	Address	School Start	School End	Delivery Location Conflict
Highland Park MS	Joanne	Lewis	joanne_lewis@beaverton.k12.or.us	503-356-2632	7000 SW Wilson Ave. Beaverton OR 97008	9:15 AM	3:50 PM	
Hiteon ES	Valerie	Lawrence	valerie_lawrence@beaverton.k12.or.us	503-356-2148	13800 SW Brockman Rd Beaverton OR 97008	8:00 AM	2:35 PM	x
International School of Beaverton Option	Jenny	Dejardin	jenny_dejardin@beaverton.k12.or.us	503-356-3705	17770 SW Blanton St. Beaverton OR 97007	7:30 AM	2:05 PM	
Jacob Wismer ES	Maxine	Bulmann	maxine_bulmann@beaverton.k12.or.us	503-356-2158	5477 NW Skycrest Parkway Portland OR 97229	8:30 AM	3:05 PM	
Kinnaman ES	Linda	Rangel	linda_rangel@beaverton.k12.or.us	503-356-2427	4205 SW 193rd Ave Beaverton OR 97007	8:30 AM	3:05 PM	x
Mckay ES	Kimberly	Desully	kimberly_desully@beaverton.k12.or.us	503-356-2177	7485 S.W. Scholls Ferry Road Beaverton OR 97008	8:30 AM	3:05 PM	
Mckinley ES	Debbie	Madland	debbie_madland@beaverton.k12.or.us	503-356-2188	1500 NW 185th Ave Beaverton OR 97006	8:30 AM	3:05 PM	x
Meadow Park MS	Peggy	Brunelle	peggy_brunelle@beaverton.k12.or.us	503-356-2654	14100 SW Downing St. Beaverton OR 97006	9:15 AM	3:50 PM	
Merlo Station HS Option	Annette	Palladino	annette_palladino@beaverton.k12.or.us	503-356-3662	1841 SW Merlo Drive Beaverton, OR 97006	7:30 AM	2:05 PM	
Montclair ES	Helen	Tzakis	helen_tzakis@beaverton.k12.or.us	503-356-2197	7250 SW Vermont St, Portland, OR 97223	8:30 AM	3:05 PM	
Mountain View MS	Amabell	Perez	amabell_perez@beaverton.k12.or.us	503-356-2673	17500 SW Farmington Rd.Beaverton OR 97007	9:15 AM	3:50 PM	

School	Lead Name		Email Address	Phone	Address	School Start	School End	Delivery Location Conflict
Mountainside HS	Christy	Locke	christy_locke@beaverton.k12.or.us	503-356-3519	12500 SW 175th Ave Beaverton, OR 97007	7:45 AM	2:30 PM	
Nurition Services Central Office	Dan	Kolp	daniel_kolp@beaverton.k12.or.us	503-356-3960	18640 SW Walker Rd ENTRANCE D1 Beaverton, OR 97006	6:00 AM	3:30 PM	
Nancy Ryles ES	Sue	Franco	sue_franco@beaverton.k12.or.us	503-356-2407	10250 SW Cormorant Drive Beaverton, OR 97007	8:30 AM	3:05 PM	x
Oak Hills ES	Jenifer	Hiatt	jenifer_hiatt@beaverton.k12.or.us	503-356-2417	2625 NW 153rd Avenue Beaverton, OR 97006	8:00 AM	2:35 PM	
Raleigh Hills K-8	Antoinette	Marchese	antoinette_marchese@beaverton.k12.or.us	503-356-2186	5225 SW Scholls Ferry Road Portland, OR 97225	8:30 AM	3:05 PM	
Raleigh Park ES	Kami	Clevenger	kami_clevenger@beaverton.k12.or.us	503-356-2507	3670 SW 78th Avenue Portland, OR 97229	8:30 AM	3:05 PM	
Ridgewood ES	Wendy	Warner	wendy_warner@beaverton.k12.or.us	503-356-2447	10100 SW Inglewood St Portland, OR 97229	8:30 AM	3:05 PM	
Rock Creek ES	Shelley	Kephart	shelley_kephart@beaverton.k12.or.us	503-356-2457	4125 NW 185th Ave, Portland, OR 97229	8:30 AM	3:05 PM	x
Sato ES	Wanda	Fields	wanda_fields@beaverton.k12.or.us	503-356-2538	7775 NW Kaiser Rd Portland, OR 97229	8:30 AM	3:05 PM	x
Scholls Heights ES	Roberta	Johnson	roberta_johnson@beaverton.k12.or.us	503-356-2467	16400 SW Loon Dr Beaverton, OR 97007	8:30 AM	3:05 PM	
Sexton Mountain ES	Susan	Knapp	susan_knapp@beaverton.k12.or.us	503-356-2477	15645 SW Sexton Mountain Drive Beaverton, OR 97007	8:30 AM	3:05 PM	x

School	Lead Name		Email Address	Phone	Address	School Start	School End	Delivery Location Conflict
Southridge HS	Sandra	Shepherd	sandra_shepherd@beaverton.k12.or.us	503-356-2930	9625 SW 125th Beaverton, OR 97008	7:45 AM	2:30 PM	
Springville K-8	Rosslynn	Bennett	rosslynn_bennett@beaverton.k12.or.us	503-356-2487	6655 NW Joss Avenue Portland, OR 97229	8:30 AM	3:05 PM	
Stoller MS	Danelle	Nako'Oka	danelle_nako'oka@beaverton.k12.or.us	503-356-2690	14141 NW Laidlaw Rd, Portland, OR 97229	9:15 AM	3:50 PM	x
Sunset HS	Diane	Egan	diane_egan@beaverton.k12.or.us	503-356-2980	13840 NW Cornell Rd. Portland, OR 97229	7:45 AM	2:30 PM	
Terra Linda ES	Julie	Poleykett	julie_poleykett@beaverton.k12.or.us	503-356-2497	1998 NW 143rd, Portland, OR 97229	8:30 AM	3:05 PM	x
Vose ES	Rita	Allen	rita_allen@beaverton.k12.or.us	503-356-2438	11350 S.W. Denney Rd Beaverton, OR 97008	8:00 AM	2:35 PM	x
West TV ES	Lisa	Hackney	lisa_hackney@beaverton.k12.or.us	503-356-2517	8800 SW Leahy Road Portland, OR 97225	8:30 AM	3:05 PM	
Westview HS	Kim	Kennedy	kim_kennedy@beaverton.k12.or.us	503-356-3059	4200 NW 185th Ave. Portland, OR 97229	7:45 AM	2:30 PM	
Whitford MS	Tami	Frieden	tami_frieden@beaverton.k12.or.us	503-356-2711	7935 SW Scholls Ferry Rd. Beaverton, OR 97008	9:15 AM	3:50 PM	
William Walker ES	Holly	Lett	holly_lett@beaverton.k12.or.us	503-356-2527	2350 SW Cedar Hills Blvd Portland, OR 97225	8:30 AM	3:05 PM	

ATTACHMENT 1H

Beaverton SD Estimated USDA Foods Products for 2019-20

* Products and quantities will vary from year to year and month to month.

Manufacturer	Product	BSD #	Manf #	Est. Cases for 19-20
Tyson	Beef Nugget Teriyaki	1073	3740	889
Tyson	Beef Rib Patty w/Honey BBQ Sauce	1872	3716	408
Tyson	Country Fried Beef Steak WG	1071	69035	415
JennieO	Extra Lean Sliced Turkey Ham	1326	2565	516
JennieO	Reduced Sodium Smoked Uncured Turkey Frank	1873	612620	236
JennieO	Sliced Oven Roast White Breast	1706	2099	541
JTM	Sauce Alfredo	1781	5722	90
JTM	Beef Crumbles With Seasoning	1072	CP5250	583
JTM	Beef Patty Premium	1775	CP5670	1,398
JTM	Beef Spaghetti Sauce Red Fat	1608	CP5578	673
Land O Lakes	Macaroni & Cheese RF WG LS	1422	43277	1,573
Land O Lakes	Sauce Cheddar Pouch RS	1158	39940	476
Land O Lakes	Sauce, Mucho Queso Pouch RS	1157	39941	655
Land O Lakes	Shredded Mild Cheddar Cheese	1160	41749	231
Land O Lakes	Reduced Fat Mild Cheddar Readi Pac	1780	44224	1,427
Land O Lakes	String Cheese Mozz Light	1782	59703	792
National Food Group	Applesauce Mango Peach	1783	A3810-	1,245
National Food Group	Applesauce Cinnamon	1027	A1410-282A	1,104
National Food Group	Applesauce Reg	1028	A3500-282A	1,512
National Food Group	Blenderz Flavor Strawberry Vanilla (for Stawberry Applesauce)	1879	A3710	1,396
Pilgrams Pride	Chicken Fajita Strips (dark white blend)	1797	1250	150
Pilgrams Pride	Chicken Fajita Strips (dark)	1175	1260	238
Pilgrams Pride	Chicken Breast Filet	1756	7516	322
Pilgrams Pride	Chicken Smackers no DWE	1182	110452	550
RoadRunner	Pizza, Cheese 15" Round	1554	10015-SC	2,603
RoadRunner	Pizza, Pepperoni 15" Round	1555	10017-SC	3,173
SMUCKERS	2.6 PB & Grape	1594	6960	1,822
SMUCKERS	2.6 PB & Strawberry	1597	6961	1,744
SMUCKERS	5.3 PB & Grape	1593	21027	606
SMUCKERS	5.3 PB & Strawberry	1596	21028	626
Tasty Brands	Lasagna Roll Ups	1784	00801WG	384
Tools For Schools	Ripper Garlic Cheese Pizza	1893	255B	565
Tools For Schools	Ripper Pepperoni	1787	090B	949
Tools For Schools	Ripper Breakfast Turkey Ham and Cheese	1785	091B	494

Manufacturer	Product	BSD #	Manf #	Est. Cases for 19-20
Tyson/Bosco	6" WG/RF Bosco Sticks 1M/MA & 1BG	1109	702011-1120	3,224
Tyson	Chicken Diced WD Blend low sodium	1891	46012-928	866
Tyson	Chicken Homestyle Tender WG	1186	70334-928	1,111
Tyson	Chicken Hot & Spicy Tender WG	1188	70344-928	433
Tyson	Chicken Patty Crispy WG Bread	1180	70304-928	1,254
Tyson	Chicken Patty Spicy WG Bread	1181	70314-928	1,028
Tyson	Chix Popcorn Spicy WG Bread	1183	70378-928	173
Tyson	Boneless, Skinless Chicken Dark Meat w/ Korean BBQ Style Sauce	1875	10749-928	54
Tyson	Boneless, Skinless Chicken Dark Meat w/ Lemongrass Sauce	1876	20876-928	45
Tyson	Dark Meat Chunks with Tangerine Sauce	1877	26073-928	508
Tyson	Breaded Drumstick	1878	666010-928	509
Tyson	Chicken Sausage Patty	1184	17443-928	404
Tyson	Whole Muscle Breast Chunk Nugget	1179	70362-928	889
USDA Foods	Blueberries Cultivated IQF 30lb	1085	110624	359
USDA Foods	Corn Frozen	1212	100348	350
USDA Foods	Mixed Fruit	1788	100212	1,070
USDA Foods	Peaches, Diced Extra Lite Syrup	1498	100220	1,815
USDA Foods	Pears, Diced, Ex Lt Syrup	1512	100225	916
USDA Foods	Peach Cups	1890	100241	45
USDA Foods	Mixed Berry Cups Frozen	1894	110859	150
USDA Foods	Egg Patty Round Ckd	1916	110931	100
USDA Foods	Strawberries Whole Unswt IQF Ctn 6/5lb		110846	350

Total 46,038

ATTACHMENT 11

Plastic Fork Data Sheet

Specifications



Mfg.#: PFM21

GP PRO Dixie® Medium-Weight Polypropylene Plastic Fork, White

1 Box @ 1,000 Pieces , 1000 Pieces , Piece Length 6.000"

Product Details

Brand Owner	Dixie® Products
Brand	Dixie®
MFG Part#	PFM21
Color	White
UP - UPC	078731350923
Each Per Ship Unit	1 Box
Items Per Each	1,000 Pieces
Case Total	1000 Pieces
Piece Length	6.000"
UNSPSC	52151503
Capacity	
Kosher	No
Material	Polypropylene
LEED O&M	
Buy Multiple	15 CS

Case Shipping Info

Case GTIN	00078731350923
Case Gross Wgt	5.428 LBS
Case Net Wgt	4.580 LBS
Case Dimensions (LxWxH)	13.993" x 8.283" x 5.550"
Case Volume	0.372 CFT

Unit Shipping Info

TI-Qty/Layer	15
HI-Layers/Unit	8
Unit Qty	120
Unit Dimensions (LxWxH)	42.478" x 41.912" x 44.640"

ATTACHMENT 1J

Hinged Container Data Sheet



Lunch Box, Shallow

CODE: 02010

PRODUCT SPECIFICATIONS

Material:	OPS	Height:	2.67 in
		Weight:	0.04 lbs
		Length:	8.14 in
		Width:	5.84 in
		Capacity:	

CASE SPECIFICATIONS

Case Pack:	500	Cube:	4.13 ft³	Width:	15.8 in
UPC:	055316-02010-5	Weight:	20.12 lbs	Cases / Row:	5
SCC:	10055316-02010-2	Height:	18.2 in	Rows:	4
		Length:	24.8 in	Cases / Pallet:	20

SEALED PROPOSAL LABEL

SEALED PROPOSAL ENCLOSED

DELIVER TO:

Beaverton School District
Administration Center
16550 SW Merlo Road
Beaverton, Oregon 97003

SEALED PROPOSAL # 19-0006 DATE: June 5, 2019

PROPOSAL MUST BE RECEIVED NO LATER THAN 2:00 PM PACIFIC TIME

FOR: District-Wide Broadline Grocery and Distribution of USDA Foods

PROPOSER: _____

Please attach label to outside of Proposal package.