



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

21. 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.

22. 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 -

Attachment 1B

Substitute Item Information

Original Item Information										
		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										
Vendor'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 - Buy American Provision

7 CFR §210.21(d) Procurements (210.21(d))

(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 1D

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
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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

District: BEAVERTON SD
Site: Aloha High

Solicitation No: ITB 19-0015
ATTACHMENT 1E - Order Example
Site Type: All

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

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 1F
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
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	
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	

* 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
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	
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
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 1G - Monthly Price Changes for Produce

Instructions:

- Fixed fee must remain the same for the first 12 months of the contract.
- Contractor shall enter the monthly price to the Contractor in the Cost to Vendor column.
- The total of the Fixed Fee and Cost to Vendor shall be the invoice price for the month.
- Contractor must provide the updated pricing not later than 9 am of the 25th of the preceding month.
- Additional items the Contractor would like to offer the District may be entered in additional rows below the awarded items.

Vendors Product ID	District Product Id	Product	Unit of Measure (UoM)	Weight (lbs)	Fixed Fee	July			
						Cntry Of Origin (if not US)	Product of OR (y)	Cost to Vendor	Total \$ Per UoM
	1003	Apples Braeburn	CS/125 Ct.						\$0.0000
	1006	Apples Fuji	CS/125 Ct.						\$0.0000
	1010	Apples Gala	CS/125 Ct.						\$0.0000
	1016	Apples Granny Smith	CS/125 Ct.						\$0.0000
	1018	Apples Honeycrisp	CS/125 Ct.						\$0.0000
	1020	Apples Johnathan	CS/125 Ct.						\$0.0000
	TBD	Apples Pink Lady	CS/125 Ct.						\$0.0000
	TBD	Apricots	1 Lb.						\$0.0000
	1041	Bananas	10 Lb.						\$0.0000
	1042	Bananas	CS/40 Lb.						\$0.0000
	1083	Blackberry Fresh	12/6oz						\$0.0000
	1137	Cantaloupe chunks	5 Lb.						\$0.0000
	1322	Grapefruit Ruby Red	36 Ct.						\$0.0000
	TBD	Grapes Green	18 lb						\$0.0000
	1323	Grapes Red	18 Lb						\$0.0000

Nutrition Services 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.”

Attachment H

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 I

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 J

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.).
- 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.

- 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

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 L

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 M

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 N

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 O
Solicitation No. ITB 19-0015

REQUIRED INFORMATION

The following information *must* be returned with your Bid.

_____ HEALTH INSPECTION REPORT

Provide the most recent health inspection report, must not be older than twelve (12) months, from at least one (1) of the following:

- a. Local government agency,
- b. USDA, or
- c. A USDA recognized food safety certifying agency such as NSF

_____ HACCP, FOOD SAFETY AND SECURITY PRINCIPLES

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

_____ RECALL POLICY AND PROCEDURES

Provide a not more one (1) page statement summarizing the Bidders recall policy and procedure.

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

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: _____