



INVITATION TO BID

Solicitation No: 19-0044

For the Provision of

Bread Products

**ITB Closing (Due Date & Time):
May 14, 2020 at 2:00 PM Pacific Time**

Issued by:
**Beaverton School District 48J
16550 SW Merlo Road
Beaverton, Oregon 97003
April 17, 2020**

INVITATION TO BID (ITB)

Solicitation No: ITB 19-0044

The purpose of this Invitation to Bid (Solicitation) is to obtain competitive Bids from qualified Bidders interested in the provision of Bread Products on a Requirements basis to Beaverton School District.

No Pre-Bid Conference will be held for this Solicitation.

Interested Bidders must submit a Bid pursuant to the provisions of this Solicitation to Victoria Le, Senior Purchasing Agent, or designee, via electronic email: contracts@beaverton.k12.or.us **NOT LATER THAN:**

SOLICITATION CLOSING: May 14, 2020 at 2:00 PM Pacific Time

LATE BIDS WILL NOT BE ACCEPTED

Bidders are solely responsible for ensuring that the Beaverton School District receives their Bid pursuant to the requirements stated herein.

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

Bidders must familiarize themselves with the entire Solicitation.

All questions and comments about this solicitation must be directed ONLY IN WRITING to Victoria Le, Senior Purchasing Agent, by e-mail to: contracts@beaverton.k12.or.us

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

USDA NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SECTION I— INTRODUCTION
Solicitation No: ITB 19-0044
Bread Products

1. INTRODUCTION:

This Solicitation is issued pursuant to ORS 279A, ORS 279B.055, 2CFR200.320, 2CFR 400 and 415, and the Oregon Attorney General Model Rules Divisions 46 and 47.

2. DEFINITIONS:

The term "District" or "Owner" throughout this document means the Beaverton School District (BSD). The term "Bidder" means the person or firm that submits a Bid in response to this Solicitation. The term "Bid" or "Offer" means a written response to provide Goods or Services in response to this Solicitation. "Closing" means the date and time specified in the Solicitation as the deadline for submitting Bids. "Contractor" or "Supplier" means the firm awarded a Contract as a result of this Solicitation.

3. SOLICITATION REVIEW:

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

4. BACKGROUND:

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

5. SCOPE OF WORK:

This Solicitation is to obtain the year-round provision and distribution of bread products on a requirements basis District-wide.

6. CONTRACT:

The successful Bidder, selected by the District, will receive a Master Price Agreement (hereafter referred to as the Contract). A sample is enclosed herein (see SECTION IV - ATTACHMENTS).

- a. Bidders are advised to thoroughly review and familiarize themselves with the standard Contract. Certain contract terms reflect state or federal statute and may not be altered.
- b. The Contractor will be expected to promptly sign the Contract including all standard terms and conditions contained in the sample Contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.
- c. Individual Purchase Orders (PO) will be issued by the District as needed.

7. AMENDMENTS:

The District may amend a Contract without additional competition.

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8. CONTRACT PERIOD/EXTENSION:

- a. Selected Bidder will be issued a Contract effective upon full execution, through June 30, 2020.
- b. Should the District elect to extend the Contract for an additional one (1) year term, the District will send correspondence to the Contractor on or about two (2) months prior to Contract End Date for each consecutive contract period.
- c. The District may elect to renew the Contract for a total of four (4) one (1) year terms after the expiration of this initial term. In no event will the contract be extended beyond June 30, 2025.

9. DISTRICT REPRESENTATIVE:

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

10. SOLICITATION SCHEDULE:

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

Solicitation Milestone

Deadline for Questions
Submit Bids

Completion Date

May 7, 2020
May 14, 2020 by 2:00 PM PDT

11. CONTACT DURING SOLICITATION:

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

SECTION II – STATEMENT OF WORK

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Bread Products

1. PURPOSE AND INTRODUCTION:

The purpose of this solicitation is to establish a fixed price contract for the year-round provision of bread products on a requirements basis to all the District's schools, currently 52.

2. GENERAL PRODUCT SPECIFICATIONS:

All awarded products supplied by the Contractor must meet the following general product specifications:

- a. All products sold to the District must be warranted and guaranteed to be merchantable by the Contractor and fit for the purpose for which it is intended.
- b. All products must be fresh NOT frozen nor previously frozen.
- c. Products must have a minimum of 90% left on the "sell by", "freshness date", or "pull date" at time of delivery.
- d. For the purposes of this proposal, any of these terms ("sell by", "freshness date", or "pull date") will indicate the expiration date of the product's shelf life.
- e. No re-worked product or culls are acceptable.
- f. Products must not contain monosodium glutamate (MSG).
- g. All products must meet the **Buy American Provision** (see Section IV – Attachments) as set forth in federal regulations 7CFR 210.21(d) and 7 CFR 220.16 (d).
- i. In order to ensure the District is in compliance with the Buy American Provision of federal regulations, 7 CFR 210.21(d) and 7 CFR 220.16(d), the Contractor must notify the District when a product being offered does not meet the domestic food products requirement of the Buy American Provision. The Buy American Provision states a Domestic Food Product means:
 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.
 3. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically.In the event it is unavoidable to not use products meeting the Buy American Provision the Contractor must notify the District utilizing the Waiver Request to Use Foreign Food Products (see Section IV - Attachments).
- h. **All bread products, with the exception of gluten free products, must be whole grain-rich as defined by the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) in memo SP 30-2012 (see Section IV - Attachments) ; Whole grain-rich products must contain at least 50-percent whole-grains and the remaining grain, if any, must be enriched.**

3. INDIVIDUAL PRODUCT SPECIFICATIONS:

All awarded products supplied by the vendor must meet the individual product specifications as detailed on the Price Proposal/Product Specification Form (See Section IV - Attachments).

4. BRAND, PACK SIZE, AND PRODUCT SPECIFICATION CHANGES:

The Contractor must not change the brand, pack size, or product specifications, including but not limited to ingredients and product formulations, unless these changes are outside of the Contractor's control. Written notice of product changes must be provided to the District Representative at minimum fifteen (15) business days prior to the change. In the event there is an unavoidable brand, pack size, or product specification change the contractor must offer a

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permanent substitute following the guidelines laid out in the section Permanent Substitutions in this Statement of Work.

5. PACKAGING:

All products will be packed and prepared under sanitary conditions and in accordance with good commercial practice.

- a. All packaging will be wholesome, safe and in sanitary condition.
- b. Cartons and carriers used to transport products from the Contractor's plant must be clean and sanitary at all times.
- c. The Contractor will ensure all cases, cartons, and containers are unblemished. Labeling of all containers will comply with Federal Food, Drug and Cosmetic Acts and related legislation including latest revisions.
- d. Packaging will be in accordance with good commercial practice. Package size to be manufacturer's standard unless otherwise specified.
- e. Packaging will:
 - i. Protect the taste, aroma, visual and other palatable properties measured by the senses and other quality characteristics of the product.
 - ii. Protect the product against microbiological and other contamination.
 - iii. Protect the product from dehydration.
 - iv. Not pass on to the product any odor, taste, color or other foreign characteristics throughout the processing (where applicable) and distribution of the product up to the time of receipt into the district's facilities.
 - v. Packing containers will be constructed of recyclable materials wherever feasible and where shipment within the recyclable container does not diminish the quality or sanitary requirements of the product.
- f. Each packaging container will be labeled legibly to show:
 - i. Name of product contained
 - ii. Net weight
 - iii. Expiration date clearly marked

6. ORDERING:

The District will order on an as needed basis. Contractor must have a representative available for ordering a minimum of eight (8) hours between the hours of 7:00 AM and 5:00 PM PDT, Monday through Friday.

- a. Contractor must provide an ordering system which accepts orders via email, or orders via File Transfer Protocol (FTP), or similar format that is compatible with the District's electronic Food Service Management System (FSMS).
 - i. For ordering via email Contractor must accept orders in PDF, Microsoft Excel, or CSV file formats.
 - ii. Ordering information from the District will include at a minimum Contractor supplied customer number per site, District's site ID, vendor stock number, pack quantity ordered, required delivery date.
- b. Contractor must not require the District to manually, or verbally enter orders in a Contractor's existing ordering system.

7. ORDER SHIP REQUIREMENTS:

The Contractor must fill at least 98% of the original order on the scheduled day of the delivery. The

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remaining percentage must be delivered within 24 hours of the scheduled delivery day unless the District agrees that the product will be reordered. Approved substitutions will count towards complete order delivery. In the event, an equivalent and approved substitute is not available for a product, these shorted items will be counted as a non-delivery and subject to Liquidated Damages Due To Delivery Delay provisions of the contract, see Section IV of the Sample of Master Price Agreement, clause 19 in terms and conditions) . Making recovery arraignments for immediate delivery with the District Representative may negate Delivery Delay provisions.

8. LATE DELIVERY/NON-DELIVERY:

Timely delivery of all orders is expected of the Contractor to all sites.

- a. If the Contractor is unable to deliver to any school by 2:00 PM PDT of an agreed upon scheduled delivery day, the Contractor must notify the District Representative by phone or email and the affected school(s) by phone, of the delay and communicate all pertinent information. If there is a change in delivery time of more than thirty (30) minutes after the first communication the Contractor must notify the affected school(s).
- b. The District reserves the right to refuse a late delivery and will assume no financial obligation for late delivered items. Upon refusal, the District may require re-delivery on the next business day during the normal delivery window. Re-delivery must be at no additional cost to the District.

9. PERMANENT SUBSTITUTIONS:

If after execution of the contract, a product becomes unavailable due to circumstances beyond the Contractor's control, the Contractor must offer an equivalent product as a permanent substitution. Upon the District's request, a sample of the offered permanent substitution will be provided, at no charge to the District. All permanent substitutions must be pre-approved by the District. The District reserves the right to return or reject substituted product shipped without pre-approval from the District. Expenses associated with the return of products that have not been approved by the District, shall be incurred by the Contractor. The documentation for the offered permanent substitution must be via email and must include:

- a. Substitution Information Form (see Section IV - Attachments)
- b. Child Nutrition Label (CN Label) or Product Formulation Statement (PFS) Documenting Grains (see Section IV -Attachments for example PFS Documenting Grains and fillable PFS Documenting Grains)
- c. Nutrition Facts
- d. Ingredients List
- e. Cooking Instructions if applicable
- f. Buy American Statement of Compliance

10. TEMPORARY SUBSTITUTIONS:

The Contractor must offer a temporary substitution for any product forecasted to be temporarily unavailable for fulfillment of future orders or is unavailable at the time of shipment of pending orders. All temporary substitutions must be pre-approved by the District. The District reserves the right to return or reject substituted products that are not pre-approved by the District. Expenses associated with the return of products that have not been pre-approved, shall be incurred by the Contractor. If the recommended substitution(s) is NOT an awarded item through this solicitation the offered substitute product(s) must be of equal or better quality, must be of equal or lower unit price (unit as defined by the District), and be requested via e-mail and include:

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- a. Substitution Information Form (see Section IV - Attachments)
- b. CN Label or PFS (see Section IV -Attachments for example PFS Documenting Grains and fillable PFS Documenting Grains)
- c. Nutrition Facts
- d. Ingredients List
- e. Cooking Instructions if applicable
- f. Buy American Statement of Compliance

11. COMMUNICATING SHORTAGES ON ORDERS:

The Contractor must provide a list of shortages via email, in a format agreed to by the District, not later than 10:00 AM one day prior to the day orders are scheduled to be delivered to the District. This list must provide a possible substitution for any/all shorted items.

- a. The list of shorted items must be provided in Microsoft Excel or another editable format and must contain:
 - i. Vendor's product identification number
 - ii. Description/name of shorted or delayed item
 - iii. Quantity being shorted
 - iv. Names of schools affected by the shortage
 - v. Recommended temporary substitution(s)
 - vi. Reason for shortage

12. DELIVERY REQUIREMENTS:

Contractor must make deliveries to the District as requested throughout the school year, and for the duration of summer programs. Deliveries must be made as needed, to multiple sites, and within the time frame requested for each delivery. A list of District schools/sites, currently fifty-two (52), and addresses is attached as Delivery Location Information (see Section IV - Attachments).

- a. Potential work is to be performed on an as-needed basis, or as otherwise directed, at these sites and any future properties or interests of the District.
- b. Contractor must not limit the number of or location of delivery sites for school year or summer program deliveries.
- c. It is the Contractor's responsibility to conduct site visits to all delivery locations to familiarize their personnel with the conditions at each location.
- d. Awarded contractor will provide deliveries to all locations on the following schedule:
 - i. School Year Deliveries
 1. Contractor must provide deliveries once per week at all sites, preferably on Wednesdays.
 - a. Not all locations will order every week though there will be weeks where all locations will order.
 - b. The District will work with the Contractor if Wednesdays will not work or additional days are required.
 2. Delivery times during the school year must be between the hours of 6:30 a.m. and 2:00 p.m.
 - ii. Summer Program deliveries
 1. Delivery locations for the summer program will be determined by June 1st of each year. The desired delivery day or days and number of delivery sites (the number and locations may vary from year to year) will be communicated by the District to the Contractor by this time. The summer programs generally run from the week after

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school ends, through the summer, to the week before school starts.

2. Delivery windows during summer program operating dates will vary depending on site and year.
 3. The number of summer program locations can be as few as ten (10) and as many as thirty (30).
- e. In instances where the delivery location at the school is such that the contractor's equipment may impact the safety of children, parents, staff or create a dangerous traffic situation during pick up, drop off and lunch then the contractor must NOT deliver within 15 minutes either side of the bell schedule, see Delivery Location Information (see Section IV - Attachments), for start of school or end of school information and locations with safety issues.
 - f. Contractor must only deliver products, and quantities of products ordered by the District Representative. Contractor must not ship or deliver any products until receipt of a District order.
 - g. Products that do not meet quality expectations or specifications may be rejected, at the sole discretion of the District, and Contractor must provide replacement of the rejected products within (1) one business day of the delivery date at no additional cost to the District.
 - h. Contractor must furnish proof of delivery for signature in every instance, and all deliveries must be accompanied by proof of delivery, see section PROOF OF DELIVERY AND INVOICING.
 - i. All orders must be delivered in a clean truck and organized for easy off loading and receipting. Stacked loads must be no higher than five (5) feet, with the heaviest products on the bottom.
 - j. Contractor must ensure all delivery staff wears a uniform and/or identification (ID) badge that identifies them as a representative of the Contractor.
 - k. Contractor must provide delivery inside the District school/site and must unload and place the product in the school/site in dry storage or other location as directed by the District.
 - i. Any cost incurred due to the failure of the Contractor to comply with this requirement will be charged back to the Contractor.
 - l. Contractor must remove all debris and rubbish resulting from delivery off site in a responsible manner. The premises must be left in a neat, unobstructed condition upon completion of the delivery.
 - m. If deliveries are made during mealtimes, Contractor must deliver the ordered goods into the appropriate storeroom for each site. The delivery slip must be marked, "Not Counted" and in the event of any discrepancies between the delivery slip and the actual count of items delivered, then the Contractor shall be responsible for any shortages by bearing the cost of the missing items, and by sending replacement items within (1) one business day if it is determined the product cannot be reordered for the next scheduled delivery day.
 - n. In the event of delivery outside of scheduled times, then the same conditions outlined above for deliveries during mealtimes shall apply.
 - o. Replacement of rejected products must occur not later than 2:00 pm of the next business day and be provided at no cost to the District, if it is determined the product cannot be reordered for the next scheduled delivery day.
 - p. In the event of a truck breakdown or other delay(s) during the delivery day, the Contractor must make plans for immediate recovery. The Contractor must be responsible for immediately contacting the District Representative and Nutrition Services Staff at the schools affected.

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- q. Contractor must have delivery redundancy capability for emergencies which may include, but are not limited to theft, product recall, refrigeration/freezer breakdown, and food spoilage.
 - i. The District requires the Contractor to have the capacity to provide delivery to the affected location(s) preferably the same day but no later than 2:00 pm of the next business day.
- r. The Contractor shall be responsible for the delivery of items in good condition to the point of destination. The receiving District representative will note for the benefit of Contractor when packages are not received in good condition.
- s. Delivery racks shall not be stacked higher than (5) five feet.

13. EQUIPMENT:

The contractor will be responsible for providing all delivery trucks and equipment required for the performance of the awarded contract. The equipment must be kept in good working order and appearance, for which the Contractor will be solely responsible.

14. ISSUES AT TIME OF DELIVERY:

In the event an order is received and there are: poor quality, damaged, incorrect quantities, incorrect items , or items delivered to the wrong location, the Contractor, at the District's request, will be responsible for making arrangements for recovery of the affected items by 2:00 PM PDT of the next business day unless other arrangements are agreed to by the District Representative.

15. PERFORMANCE INDICATORS:

The District will monitor the following performance indicators through-out the course of the Contract and may be used in the decision to renew the contract.

- i. Percentage of items substituted.
- ii. Percentage of items shorted.
- iii. Adherence to product specifications.
- iv. Errors in invoice pricing when compared to Contract pricing.
- v. On time deliveries.

16. HOLIDAY/SCHOOL CLOSURE:

Contractor must not deliver on legal holidays, days schools are closed, or closures for inclement weather. Deliveries must be made the next business day, or as directed by the District Representative.

17. PROOF OF DELIVERY AND INVOICING:

- a. Proof of Delivery. Contractor must provide proof of delivery documentation with each shipment, consisting of one (1) of the following: packing slip, bill of lading, or invoice.
 - i. Proof of delivery must include at a minimum:
 - 1. Document number
 - 2. Delivery location
 - 3. Delivery date
 - 4. Contractor's item number
 - 5. Product description
 - 6. Quantity ordered
 - 7. Quantity delivered

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8. District Purchase Order (PO) number
9. District order number
- ii. If an invoice is used as proof of delivery, the following additional information must also be included:
 1. Invoice number
 2. Account Number
 3. Price per product
 4. Extended price per product
 5. Total invoice amount
 6. Invoice date
- iii. Contractor must indicate on the proof of delivery whether shorted items are on back order, have been substituted, or whether the order is considered shipped complete without the shorted item.
- b. Invoicing.
 - i. Invoices must include at minimum:
 1. Customer Number
 2. Bill to
 3. Ship to
 4. Account Number
 5. District PO Number
 6. District order number
 7. Distributer's Product Code
 8. Product Description
 9. Billed Quantity
 10. Price per product
 11. Extended price per product
 12. Total invoice amount
 13. Invoice date
 - c. If invoices are not used as proof of delivery and left at the delivery location, invoices must be sent to the District's Nutrition Services Department, 10740 NW Walker Road, Entrance D1, Hillsboro, OR 97006, within two (2) days of the delivery date.
 - d. Invoices may be provided via email in PDF file format, or a mailed hard copy. Emailed invoices must be sent to: ns-accounting@beaverton.k12.or.us
 - e. Credit and discount periods shall be computed from the date of receipt of the invoice to the date the District's check is mailed. Payment will be made within thirty (30) days after acceptance by the District of a proper invoice.
 - f. Payment will not be made prior to receipt of a proper invoice.
 - g. The District will not pay any additional charges or fees not stipulated in the contract unless specifically agreed to in writing by the District and incorporated as a contract amendment.

18. MONTHLY STATEMENT:

Contractor must provide the District with a monthly statement (a list of all invoices and credits for the month) preferably in Microsoft Excel file format. The District will pay the contractor for all properly received and approved invoices once per month within 10 days of receipt of the Statement. The monthly statement must include at minimum the following information:

- a. Statement Date

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- b. Invoice or Credit Date
- c. Invoice or Credit Number
- d. Invoice Amount
- e. Payment Received Amount or Credit Amount

19. LOCALLY/REGIONALLY SOURCED PRODUCTS:

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

20. PRODUCT RECALL:

In the event a product recall has been instituted on a delivered product. The Contractor must notify the Nutrition Services (NS) Administrator immediately by phone.

- a. The Contractor must speak directly to the NS Administrator, voicemails will not be accepted as a notification.
- b. In the event the NS Administrator is not available the Contractor must attempt to notify the NS Operations Supervisor and the NS Purchasing Agent if the Operations Supervisor is unavailable.
- c. The Contractor must not contact individual schools directly concerning recalls.

SECTION III – INSTRUCTIONS TO BIDDERS
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1. FORMAL SELECTION PROCEDURE:

The District may procure Goods or Services by competitive sealed Bids as set forth in ORS 279B.055 and 2CFR200.320

2. BIDS ARE OFFERS:

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

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

3. BID PREPARATION:

A Bidder must sign and submit its Bid in accordance with the instructions set forth in this Solicitation.

Failure to submit Bids in accordance with the provisions of this Solicitation will be grounds to declare the Bid as non-Responsive. Bidders must:

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

4. BID SUBMISSION:

- a. Complete Bids must only be submitted via E-mailed to contracts@beaverton.k12.or.us. **Hand delivered, Facsimile and/or Mailed Bids will NOT be accepted.**
- b. To ensure proper identification and handling, Bids must be submitted with the Bidder's name and the Solicitation number on the email subject line.
- c. Bid documents must be in a PDF format except for pricing which must be entered into the Price Proposal and Product Specification Form provided in Excel, see Section 5- Attachments. Bids will not be accepted outside of the requirements as stated above.
- d. Documents attached to the submission email will not be opened until the posted date and time of the public opening.
- e. The electronic date and time the emailed Bid submission is received in the contracts@beaverton.k12.or.us inbox will serve as the date and time stamp the Bid was received.
- f. The District will respond to the submission email within one business day of receipt of the submission email to confirm it has been received.
- g. **Bidders are solely responsible for ensuring that the District receives their Bid complete and at the required delivery point prior to Closing date and time.**
- h. The District is not responsible for Bids submitted in any manner, format or to any delivery point other than as required in this Solicitation.
- i. District may deem bidder to be unresponsive if there are missing documents, format changes, or a blank entry on any line item in the Price Proposal and/or Product Specification Form Excel spreadsheet.

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5. ADDENDA:

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

6. QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:

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

- a. **Questions, Clarifications, Changes.** All questions regarding this Solicitation must reference the Solicitation number and must be submitted in writing via e-mail to the attention of the person indicated on the Summary page of this Solicitation. No oral questions will be accepted other than at the pre-Bid conference (if any). Questions received by the District prior to deadline will be answered only in written addenda.
- b. **Protest.** A prospective Bidder may protest the Procurement Process or the Solicitation Document for a Contract solicited under ORS 279B.060 as set forth in ORS 279B.405. Written protests must include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - ii. A description of the perceived prejudice to the Bidder; and
 - iii. A statement of the form of relief requested or any proposed changes to the Solicitation provisions, specifications, or contract terms and conditions.Written protests must be clearly marked with the Solicitation number and submitted in writing to the Purchasing Manager by email to contracts@beaverton.k12.or.us, hand delivered or mailed to the attention of Purchasing at 16550 SW Merlo Rd, Beaverton, OR 97003.
- c. **Deadline.** Questions, changes, clarifications, or protests must be received by the District by noon PDT not later than seven (7) calendar days prior to the date Bids are due, or as stated in Section I SOLICITATION SCHEDULE. The District will not consider any protest or Invitation to change that is submitted after the submission deadline.
- d. **Response.** Responses to questions/clarifications and notice of the District's protest determination will be provided in written addenda pursuant to ADDENDA above. The District's response to a Bidder, whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by written Addendum.
- e. Protesters must exhaust all administrative remedies before seeking judicial review.

7. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF BIDS:

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

- a. Be clearly marked "Bid Modification" or "Bid Withdrawal" and marked and delivered as described in

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BID SUBMISSION above;

- b. Include the Bidder's statement that the modification amends and supersedes the prior Bid; Bidders are responsible for ensuring that the District receives its modification or withdrawal. Modifications and/or withdrawals must be prepared and submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder.

8. RECEIPT, OPENING, AND RECORDING OF BIDS:

- a. The District will electronically time-stamp each Bid and any modifications upon receipt.
- b. The District will not be responsible for the premature opening or failure to open a Bid that is not properly addressed and/or identified.
- c. All bids properly submitted will be publicly opened and recorded. The number of Bids received, the identity of Bidders, or the contents of any Bid may not be disclosed to the public until all Bids have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

9. LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

Any Bid received after Closing is late. A Bidder's request to withdraw or modify a Bid received after Closing is late. The District will not consider late Bids, withdrawals or modifications except as permitted in MISTAKES below. The District reserves the right to consider Bids that have been delayed or mishandled by the District.

10. MISTAKES:

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

- a. The District may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than of substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders.
- b. The District may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the District's correction in writing.
- c. The District may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only in accordance with OAR 137-47-0470(2)(c) and (d).
- d. The District will reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid.

11. EVALUATION: The District shall evaluate Bids only as set forth in the Solicitation Document, pursuant to ORS 279B.055(6)(a), and in accordance with applicable law. The District shall not evaluate Bids using any other requirement or criterion.

- i. Evaluation of Bids.
 - 1. Nonresident Bidders. In determining the lowest Responsive Bid, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310 for Nonresident Bidders.
 - 2. Award When Bids are Identical. If the District determines that one or more Bids are identical under OAR 137-046-0300, the District shall Award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
- ii. Recycled Materials. When procuring Goods, the District shall give preference for recycled materials as set forth in ORS 279A.125 and OAR 137-046-0320.
- iii. Clarification of Bids. After Bid Opening, a District may conduct discussions with apparent Responsive Bidders for the purpose of clarification to assure full understanding of the Bid. All Bids, in the District's sole discretion, needing clarification shall be accorded such an opportunity.

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- iv. Negotiations Prohibited. Except as permitted by section b of this rule, a District shall not negotiate with any Bidder. After Award of the Contract, the District and Contractor may only modify the Contract in accordance with OAR 137-047-0800.

12. AWARD:

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

13. NOTICE OF INTENT TO AWARD:

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

- a. SEVEN (7) calendar days after the date of the NOI, or earlier if in the best interests of the District or;
- b. Until the District provides written response(s) to all timely filed protest(s) denying the protest(s) and affirming the Award.

14. BID REJECTION.

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

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- iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
- iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.
- v. The District cancels the Solicitation in accordance with OAR 137-047-0660.
- vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

15. SOLICITATION CANCELLATION:

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

16. BID COSTS: Bidders responding to solicitations are responsible for all costs they may incur in connection with submitting Bids.

17. CONTRACT AWARD PROTEST:

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

18. ADDITIONAL REQUIREMENTS:

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

19. CONFIDENTIALITY OF BIDS:

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

- a. The District will not disclose records submitted by a Bidder that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
 - i. All pages containing the records exempt from disclosure must be marked "confidential" and segregated in the following manner:

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- A. It must be clearly marked in bold and on each page of the confidential document.
 - B. It must be kept separate from the other Bid documents in a separate envelope or package and electronic folder.
 - C. Where this specification conflicts with other formatting and response instruction specifications, this specification will prevail.
 - D. Where such conflict (in C. above) occurs, the Bidder is instructed to respond with the following: “Refer to confidential information enclosed.” This statement “Refer to confidential information enclosed.” must be inserted in the place where the requested information was to have been placed.
- b. Bidders who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire Bid must not be marked confidential. Should a Bid be submitted in this manner, no portion of it will be held as confidential unless that portion is segregated in the above manner and meets the above criteria.

Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Bidder. If the Bidder disagrees with the District decision, the District may, but is not required to, enter into an agreement not to disclose the information so long as the Bidder bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

20. BID PREPARATION:

- a. Bidder must complete and return as its Bid, the required Affidavit, Certifications and Forms included as Attachments to this Solicitation (See Section IV, Bid Submission Checklist and Additional Required Documents).
- b. Failure to complete, **sign**, and submit these and any other document(s) as requested or required in accordance with this Solicitation may be grounds to declare the Bid nonresponsive.

21. FORMS

- a. The attached forms are to be included in Bid.
- b. Copies of the included forms (See Section IV, Bid Submission Checklist) are to be completed and submitted by the Bidder along with other required documents as required by the Instructions to Bidders.
- c. **Price Schedule.**
 - I. All pricing must be entered in the Attachment G - Price Proposal and Specification Form in Excel format. No other document may be submitted.
 - II. All proposed prices must be F.O.B. Beaverton School District (all locations) and shall be inclusive of all associated charges and fees. Beaverton School District is a tax-exempt organization. Prices submitted must be exclusive of federal, state, and local taxes. If the Proposer believes that certain taxes are payable by the District, the Proposer may list such taxes separately without including them in the unit price, directly next to the unit price for the affected item.
 - III. Instructions and explanation
 - i. **Product Information:**
 - 1. Bid Item # - the number used to identify each item on the Price Proposal and Specification Form.
 - 2. Item Description – the name of the item.
 - 3. Specifications – individual specifications for each item.
 - 4. Current/Preferred Servings per Package – the number of servings per pack preferred by the District.
 - 5. Estimated Annual Qty (Packages) – the District’s estimated yearly usage of the item in packages based on the number of servings per package.
 - 6. Estimated Annual Qty (Servings) – the District’s estimated yearly usage of the item in servings

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ii. Vendor Response:

1. Product of Oregon (Y/N) – If the item is processed or any of the ingredients are grown in the State of Oregon then answer Y (yes) if it is not then answer N (no).
2. Product Code – Bidder's product code.
3. Item Description – Bidder's name for the product as it appears on the products label.
4. Package Weight (Ounces) – weight of each package in ounces.
5. Serving Size (Grams) – weight of each serving in grams based on the bid items specifications.
6. Number of Servings/Package – number of servings, servings based on the bid item specifications, in each package.
7. Price per Package – enter the Bidders price for each package of bid item.
8. Fixed Mark Up /Package – enter the fixed fee to be charged to the District for the item for the first twelve (12) months of the contract.
9. Price per Serving (Price per Package/Number of Servings/Package) – calculated field.
10. Extended Cost (servings) (Price per Serving x Estimated Annual Qty. (servings)) – calculated field.

SECTION IV – BID SUBMISSION CHECKLIST
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BID SUBMISSION CHECKLIST

ALL CERTIFICATIONS, FORMS, AFFIDAVITS AND DETAILED BID CONTENT REQUIREMENTS AS SPECIFIED IN SECTION IV MUST BE INCLUDED IN BIDS.

_____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

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

- _____ BIDDER CERTIFICATION - This serves as the cover sheet for your Bid. (Attachment A)
- _____ INDEPENDENT CONTRACTOR CERTIFICATION. (Attachment B)
- _____ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- _____ CERTIFICATE DENYING CONFLICT OF INTEREST. (Attachment D)
- _____ BIDDER RESPONSIBILITY FORM – All Pages. (Attachment E)
- _____ BIDDER REFERENCE FORM – (Attachment F)
- _____ PRICE PROPOSAL AND SPECIFICATION FORM – (Attachment G)
- _____ BUY AMERICAN STATEMENT OF UNDERSTANDING AND RESPONSIBILITY – (Attachment H)
- _____ RECALL CONTACT INFORMATION – (Attachment I)
- _____ CERTIFICATION REGARDING FEDERAL MATTERS – (Attachment J)
- _____ SUSPENSION AND DEBARMENT CERTIFICATION – (Attachment K)
- _____ LOBBYING CERTIFICATION – (Attachment L)
- _____ CLEAN AIR AND WATER CERTIFICATE – (Attachment M)
- _____ CONTRACTOR INFORMATION FORM – (Attachment N)
- _____ OREGON CERTIFICATION OF BUSINESS INCLUSION AND DIVERSITY PLAN – (Attachment P)

_____ ADDITIONAL REQUIRED DOCUMENTS

Failure to provide any of the additional required documents or failure to provide them in the required format may result in the Bidder being found non-responsive.

- _____ HEALTH INSPECTION REPORT

- a. Must not be older than twelve (12 months) and must be from at least one of the following:
 1. Local government agency
 2. USDA
 3. A USDA recognized food safety certifying agency such as NSF

____ PRODUCT RECALL POLICY AND PROCEDURE

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

____ HACCP, FOOD SAFETY AND SECURITY PRINCIPLES

- a. Provide a not more than (1) page statement summarizing how the Bidder incorporates HACCP, and food safety and security principles into its business, including into its standard operating procedures.

____ PRODUCT INFORMATION

- a. The required documents must be current within the last three (3) years or;
- b. they must be accompanied by a signed statement from the manufacturer guaranteeing that the information is still current and accurate.
- c. ALL required product information documents MUST be provided in an electronic format **as a separate document submission** and emailed to: contracts@beaverton.k12.or.us with the subject line "Bidder's Name, Bid Number, Product Information". **NO HARD COPIES WILL BE ACCEPTED.**
 1. Acceptable formats are:
 - a. PDF
 - b. Microsoft Word
 - c. Microsoft Excel
- d. For **each** product on the Price Proposal and Specification Form (see Section IV - Attachments) the following information must be provided:
 1. **Child Nutrition Label or Product Formulation Statement Documenting Grains** (see Section IV – Attachments for example PFS Documenting Grains and a fillable PFS for Documenting Grains and Memo SP 30-2012 containing information regarding whole grain-rich and Exhibit A needed to complete a PFS for Documenting Grains)
 2. **Ingredients List**
 3. **Nutrition Facts**
 4. **Preparation Instructions** (if applicable)
- e. Files MUST be named using the following naming convention.
 1. ITB Item # from the Price Proposal and Specification Form (see Section IV - Attachments)- document type code(s) (multiple codes to be used if more than one document type is in the file) - Manufacturer Name - Manufacturer Product Code - Product Name.
 - a. Example 1: B1 - PF - Widget Co. - 9876 - Bagel Widgets
 - b. Example 2: B1 - NF-IL-PF - Widget Co. - 9876 - Bagel Widgets
 2. Document type codes:
 - a. Nutrition Facts - NF
 - b. Ingredients List - IL
 - c. CN Label - CN
 - d. Product Formulation Statement - PF
 - e. Preparation Instructions – PI

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

- EXHIBIT 1 BUY AMERICAN PROVISION
- EXHIBIT 2 DELIVERY LOCATION INFORMATION
- EXHIBIT 3 FNS MEMO SP 30-2012 GRAIN REQUIREMENT FOR NSLP AND SCHOOL BREAKFAST PROGRAM
- EXHIBIT 4 FNS MEMO SP 38-2017 COMPLIANCE WITH AND ENFORCEMENT OF THE BUY AMERICAN PROVISION
- EXHIBIT 5 FNS PFS DOCUMENTING GRAINS EXAMPLE
- EXHIBIT 6 SUBSTITUTE ITEM INFORMATION
- EXHIBIT 7 SAMPLE OF MASTER PRICE CONTRACT
- EXHIBIT 8 FILLABLE USDA FNS PRODUCT FORMULATION STATEMENT FOR DOCUMENTING GRAINS IN CNP
- EXHIBIT 9 WAIVER REQUEST TO USE FOREIGN FOOD PRODUCTS