



REQUEST FOR PROPOSALS

Solicitation No: 20-0016

For the Provision of

USDA FOODS PROCESSING - Cheese

RFP Closing (Due Date & Time)
January 11th, 2021 2:00 PM Pacific Time

Issued by
Beaverton School District
16550 SW Merlo Road
Beaverton, Oregon 97003-5152
ORPIN on November 19th, 2020
Publication to DJC on November 20th, 2020



Beaverton School District
Purchasing Department
16550 SW Merlo Road, Beaverton, OR 97003-5152
Phone: 503-356-4379 Fax: 503-591-4139

REQUEST FOR PROPOSAL
Solicitation No: 20-0016

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Offers from qualified Firms (Proposers) interested in the provision of **USDA Foods Processing - Cheese** for Beaverton School District.

No pre-proposal conference will be held for this Solicitation.

Proposers shall submit an Offer pursuant to the provisions of this Solicitation via email to contracts@beaverton.k12.or.us

SOLICITATION DUE DATE AND TIME (CLOSING)
January 11, 2021 - 2:00 PM Pacific Time

Offers will be opened and recorded. There will no public reading of any Offers presented. The number of Offers received, the identity of Proposers, or the contents of any Offer will not be disclosed to the public until all Offers have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

Proposers are solely responsible for ensuring that the District receives its Offer. Late Offers will not be accepted.

Prospective Proposers must register with ORPIN at <http://orpin.oregon.gov/> as an "interested supplier" for this solicitation. Proposers shall familiarize themselves with the entire solicitation document

All questions and comments about this solicitation shall be directly ONLY IN WRITING by email at contracts@beaverton.k12.or.us

OFFERS SHALL BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION

THE DISTRICT MAY REJECT ANY OFFER 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

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1. **INTRODUCTION.** This solicitation is issued pursuant to Beaverton School District Purchasing Policy and the accompanying Administrative Rules, ORS 279A, ORS 279B and the Oregon Attorney General Model Rules Divisions 46 and 47. The term "District" throughout this Solicitation means the Beaverton School District. The term "Proposer" means the Person or Firm that submits an Offer in response to this Solicitation. The term "Provider" or "Contractor" means the Proposer(s) awarded a Contract as a result of this Solicitation
2. **SOLICITATION REVIEW.** Proposers must carefully review this Solicitation document and are responsible for knowing and understanding the terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District's attention in writing by January 11th, 2021 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.
3. **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 5,000 employees. The District is responsible for educating approximately 40,300 students in kindergarten through grade 12 at thirty-four (34) elementary schools, eight (8) middle schools, six (6) high schools and seven (7) alternative school programs and eleven (11) ancillary buildings.
4. **SCOPE.** The purpose of this solicitation is to establish fee for service and commercial product pricing on a requirements basis between qualified Provider(s) and the District for the provision of the processing of United States Department of Agriculture (USDA) Foods. The selected Provider(s) shall process USDA Foods into the specified usable end products, as requested by the District Contract Manager, shall deliver specified end products and ensure the return of quantity, quality and value of such USDA foods.
 - a. Fee for service shall be defined as the fee for the processing without the value of the donated food included in the price and inclusive of all other costs.
5. **CONTRACT.** The successful Proposer(s) selected by the District shall receive a Master Price Contract. A sample is enclosed herein (Exhibit 1). Individual purchase orders will be issued by the School District as needed. The Provider agrees to supply the items identified on the Price Schedule to the District for the term of the contract.
6. **AMENDMENTS.** The District may amend a Contract without additional competition pursuant to OAR 137-047-0800.
7. **CONTRACT PERIOD/RENEWAL**
 - a. Selected Contractor will be issued a contract effective upon full execution, but not sooner than July 1, 2021 through June 30, 2022.
 - b. Should the District elect to renew the Contract for an additional one (1) year term, the District will send correspondence to the Contractor on or about February 1 for each consecutive contract period.
 - c. The District may elect to renew the Contract for a total of four (4) one-year terms. In no event will the contract be renewed beyond June 30, 2026.
 - d. The **Contractor's Pricing and Rates** shall remain firm through June 30, 2022 and through June 30 of each contract period, when renewing. Only during the contract renewal offer period may the Contractor submit a request for Pricing and Rates adjustment pursuant to Article 20 PRICE ESCALATION/DE-ESCALATION located within the Master Price Contract (Exhibit 1).
8. **CONTRACT MANAGER.** The District's Contract Manager for the contract is the Administrator for Nutrition Services or designee.

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9. **SCHEDULE.** The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. Required dates for submittals and any other activities are provided elsewhere in this Request for Proposals. The District reserves the right to deviate from this schedule.

<u>Project Milestone</u>	<u>Date</u>	<u>Time</u>
Equivalent Product Required Samples and Documents due	December 10, 2020	2:00pm PST
Final Price Proposal and Specifications Form posted	December 18, 2020	2:00pm PST
Proposals Due	January 11, 2021	2:00pm PST

SECTION II –STATEMENT OF WORK

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1. **PURPOSE AND INTRODUCTION.** The awarded Contractor(s) will provide further processing services of USDA commodities into the finished products specified and ordered by the District and deliver said products to the District's chosen Distributor. In the event diverted commodities are completely expended, the processor will provide the commercial equivalent to the District's chosen Distributor.
 - a. The following USDA Commodities will be processed:
 - i. Cheese
2. **VALUE PASS THROUGH SYSTEM (VPT).** The Contractor will bill the District utilizing the District's choice of VPT, Fee for Service. The District may, at the District's sole discretion, decide to utilize one of the other VPT available:
 - a. Refund to Recipient Agency ("Cash Rebate")
 - b. Net Price Through Distributor
3. **DIVERTING.** Under the Master Price Contract(s) the District will divert raw materials to the Contractor based on the Contractor(s) state submitted Summary End Product Data Schedule (SEPDS) for finished end products.
4. **PROCESSING.** Under the Master Price Contract(s), the Contractor(s) will convert the USDA Food to a finished product and deliver the product to the District's distributor. See section DELIVERY REQUIREMENTS below.
5. **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. Products must appear in the Oregon Department of Education Child Nutrition Programs USDA Foods Processing Catalog.
 - c. Products must have a minimum of 90% left on the "sell by", "freshness date", or "pull date" at time of delivery.
 - i. 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.
 - d. No re-worked product or culls are acceptable.
 - e. Processed products must not contain monosodium glutamate MSG.
 - f. Must meet Buy American Provision as set forth in federal regulations 7CFR 210.21(d) and 7CFR 220.16 (d)
6. **INDIVIDUAL PRODUCT SPECIFICATIONS.** All awarded products supplied by the vendor must meet the individual product specifications as detailed on the Attachment – Price Proposal/Product Specification Form (Section V-ATTACHMENTS).
7. **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 will always be clean and sanitary.
 - i. 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.
 - ii. Packaging will be in accordance with good commercial practice. Package size to be manufacturer's standard unless otherwise specified.
 - iii. Packaging will:
 - A. Protect the taste, aroma, visual and other palatable properties measured by the senses and other quality characteristics of the product.
 - B. Protect the product against microbiological and other contamination.
 - C. Protect the product from dehydration.

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- D. 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.
 - E. 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.
 - iv. Each packaging container will be labeled legibly to show:
 - A. Name of product contained
 - B. Net weight
 - C. Expiration date clearly marked
8. **ORDERING.** The Contractor will provide a representative with whom the District will place orders.
- a. The District will order on an as needed basis.
 - b. Orders will be submitted to the Contractor or the Contractor representative via email.
 - c. Receiving purchase orders for individual orders will be submitted to the Contractor by the District's distributor.
9. **INVOICING.** The Contractor will provide a clear, concise invoice.
- a. Each invoice will include, at a minimum, purchase order number, delivery date, an itemized list of purchased items, and invoice total amount.
 - b. 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 net thirty (30) days after the acceptance of a proper invoice.
 - c. Payment will not be made prior to receipt of a valid invoice.
 - d. The District will pay only for delivered products at contract prices and will not pay any additional charges unless specifically agreed to in writing by the District prior to such charges being assessed.
10. **MONTHLY STATEMENT.** Contractor will provide the District with a monthly statement. The statement will include a list of all invoices and credits for the month.
11. **USAGE REPORTS FOR DIVERTED PRODUCTS.** The contractor will use "Processor Link", "K-12" or another on-line application to provide usage information to the District. This information will be updated following the shipment of each order.
- a. The Contractor may offer, for the District's approval, alternative methods to notify the District of USDA Foods usage.
12. **ORDER SHIP REQUIREMENTS.** The Contractor must have the ability to fill 98% of each original order on the scheduled day of the delivery. The remaining 2% will be delivered within 5 days of the scheduled delivery day unless the District agrees that the product will be reordered or agrees to a later delivery date.
- a. Approved substitutions will count towards complete measurement.
 - b. 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 default provisions.
 - i. Making recovery arrangements for immediate delivery with the District Representative may negate default provisions.
13. **DELIVERY REQUIREMENTS.** Contractor deliveries will be timely and ordered products will be delivered to the District's distributor's warehouse.
- a. The Contractor will:
 - i. Ensure orders are delivered within the District Representatives requested delivery window or a delivery window agreed upon by the District Representative and the Contractor or the Contractor's Representative.
 - ii. Make delivery to the District's distributor's warehouse as requested throughout the year by the District Representative.
 - A. The District's current distributor is:
Sysco – Portland
26250 SW Parkway Center Drive
Wilsonville, Oregon 97070

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B. Additional delivery sites may be added at the sole discretion of the District.

- iii. Make an appointment with the District's distributor a minimum of three (3) days before delivering product. Deliveries made by Contractor without a scheduled appointment may result in delivery refusal by the District's distributor. Any cost accrued as the result of such refusal will be born solely by the Contractor and will not result in any additional costs to the District.
- iv. Be responsible for ensuring that delivery personnel remain with their equipment and assist in unloading. All merchandise, except that which is less than full pallet loads, will be palletized on four-way flush 48" x 40" pallets. Maximum weight of load per pallet not to exceed 3400 lbs. All pallets will be strapped with a minimum of ½ x .020 metal/plastic straps or shrink-wrapped. If merchandise is delivered non-palletized, it will be Contractor responsibility to ensure that delivery personnel are provided to unload merchandise and palletize it on the pallets provided by the District's distributor. Any equipment and/or labor required to accomplish the unloading will be furnished by the Contractor at no additional cost to the District.
- v. Allow for the District to have multiple end products delivered on the same truckload.
- vi. Provide packing slips with each shipment identifying items, manufacturer's items number, quantity ordered, quantity shipped, and purchase order number.
- vii. Ensure all frozen products are delivered in a frozen state at a temperature of -30 degrees F with a maximum temperature of 0 degrees F. This temperature range will be maintained during transit and delivery. A temperature above 0 degrees F is subject to further examination and may result in the rejection of the product. There will be no signs of freezer burn and no evidence of thawing at the time of delivery. The Contractor will also ensure refrigerated products are delivered in a refrigerated state with an internal temperature not exceeding 40 degrees F. There shall be no sign of freezing with refrigerated products.
- viii. Ensure all HACCP principles are followed.
- ix. Ensure that bottles with squared corners have a protective insert between bottles to protect bottles from damage during shipment.
- x. Be held responsible for any shortages in packages of delivered products by reshipping shortages within ten (10) days unless other arrangements have been discussed and accepted by the District Representative at no additional cost to the District.
- xi. Ensure deliveries are organized for easy off loading and receipting.
- xii. Products that do not meet specifications may be rejected and replacement of the rejected products shall occur within five (5) business days of the delivery date at no cost to the District.
- xiii. Deliver products in a clean truck.

14. **DELIVERY DELAYS/NON-DELIVERY.** If delivery delays or non-deliveries of orders or products on orders are foreseen, Contractor will notify the District Representative and the District's distributor a minimum of (3) three days before the expected delivery date.

- a. The District reserves the right to refuse and will assume no financial obligation on the refusal of late delivered items.
- b. If the Contractor is unable to meet expected delivery dates due to late delivery or non-delivery, the District reserves the right to purchase substitutes on the open market for the non-delivered items to meet the menu cycle, as established by the school District. The Contractor shall reimburse the District for any price difference between the original bid price and the price of the substituted item(s).
- c. Continued failure to meet delivery dates without a good faith effort on the part of the Contractor to resolve the issues causing the continued tardiness may result, at the District's discretion, in the Contractor being recommended for default and breach of contract by the Contractor which may subject the Contractor to termination under terms and conditions of the resultant contract.

15. **UNAUTHORIZED SHIPMENT/SUBSTITUTION.** The Contractor will deliver only those brands and items awarded based on this proposal or approved substitutes.

- a. The Contractor will contact the District Representative in writing for a pre-approval to ship any unauthorized items due to a change in a product code number, brand, pack change, etc.

SECTION III – INSTRUCTIONS TO PROPOSERS

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1. **FORMAL SELECTION PROCEDURE.** The District may procure Goods or Services by competitive sealed Proposals as set forth in ORS 279B.060.
2. **PROPOSALS ARE OFFERS.** A Proposal submitted in response to this Solicitation is the Proposer's offer to enter into a Contract.
 - a. By signing and submitting a Proposal, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions contained in this Solicitation.
 - b. The Proposal is a "firm offer," and must be held open by the Proposer for the District's acceptance for sixty (60) days.
 - c. The District's Award of a Contract constitutes acceptance of the Proposal and binds the Proposer to the Contract.
 - d. The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
3. **PROPOSAL PREPARATION.** A Proposer must sign and submit its Proposal in accordance with the instructions set forth in this Solicitation. Failure to submit Proposals in accordance with the provisions of this Solicitation will be grounds to declare the Proposal as non-Responsive. Proposers must:
 - a. Submit a complete Proposal (a Proposal that meets all requirements of this Solicitation);
 - b. Provide the District with all required and requested documents and descriptive literature;
 - c. Initial any corrections or erasures to their Proposal prior to Closing;
 - d. Identify (on the Proposer Certification) whether the Proposer is/is not a "resident Proposer", as defined in ORS 279A.120(1);
 - e. Provide (on the Proposer Certification) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - f. Provide (on the Proposer Certification) Written acknowledgment of receipt of all Addenda.
4. **PROPOSAL SUBMISSION.**
 - a. To ensure proper and quick submission, Proposals must be submitted via email to contracts@beaverton.k12.or.us
 - b. Proposal document must be in a PDF format and pricing must be in Excel with the same naming convention as the attachments provided in this solicitation. The Proposal will not be accepted outside of the Proposal Submission Requirements as stated above.
 - c. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in this Solicitation.
 - d. Proposers are solely responsible for ensuring that the District receives their Proposal prior to Closing.
5. **ADDENDA.**
 - a. **Issuance; Receipt.** The District will change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification.
 - b. **Notice and Distribution.** The District will publish notice of any and all Addenda on the ORPIN (Oregon Procurement Information Network) website. Addenda may be downloaded from the ORPIN website.
 - c. **The Proposers' responsibility to inquire about Addenda.** Proposers should frequently check the ORPIN website until the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
 - d. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addenda also extends the Closing.
 - e. **Request for Change or Protest.** Unless a different deadline is set forth in the Addenda, a Proposer may submit a written request for change or protest to the Addenda by the close of the District's next business day after issuance of the Addenda, 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-

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0730, then the District may consider a Proposer's request for change or protest to the Addenda only, and the District will not consider a request for change or protest to matters not added or modified by the Addenda.

6. **QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST.**

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

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

7. **PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS.** A Proposer may modify or withdraw its Proposal in writing via email to contracts@beaverton.k12.or.us only prior to Closing. Modification or withdrawal must:

- a. Be clearly marked in the email subject line, "Proposal Modification" or "Proposal Withdrawal"
- b. Include the Proposer's statement that the modification amends and supersedes the prior Proposal; Proposers are responsible for ensuring that the District receives its modification or withdrawal.

8. **RECEIPT, OPENING, AND RECORDING OF PROPOSALS.**

- a. The District will electronically timestamp each Proposal and any modification upon receipt of proposal via email submission. In the event a Proposal is too large to be sent in one email, a separate email can be sent following the first email.
- b. The District will not be responsible for the premature opening or failure to open a Proposal that is not properly addressed and/or identified.
- c. Proposals will be opened and recorded. No public reading of proposals received will be held. The number of Proposals received, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

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

10. **MISTAKES.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Proposers, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes. The District will not allow a Proposer to correct or withdraw a Proposal for an error in

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judgment. If mistakes in a Proposal are discovered after Opening, but before Award of the Contract, the District may take the following action:

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

11. 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 award a Master Price Contract to the Responsible Proposer(s) that submitted the most advantageous responsive Proposal(s), and that meets the minimum requirements of this Solicitation.
- c. The District may award by item, groups of items or the entire Proposal.
- d. The District may Award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of Multiple Awards does not preclude the District from awarding a single Contract.
- e. The District may award a Contract for parts of the Solicitation for which acceptable Proposals have been received.
- f. The District may award all or none offers if the evaluation shows an all or none Award to be the most Advantageous or in the best interest of the District.
- g. The District may reject all or part of Proposals and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- h. When Proposals are identical the District must Award the contract Pursuant to OAR 137-046-0300.

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

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

13. PROPOSAL REJECTION.

- a. The District may reject any Proposal:
 - i. When the rejection is in the best interest of the District.
 - ii. When the Proposal is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
 - iii. When the Proposal takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
 - iv. That attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or applicable law.
 - v. That fails to meet the Specifications of the Solicitation.
 - vi. That is submitted late.
 - vii. Not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
 - viii. Not in compliance with ORS 279B.120, 279B.130, OAR 137-046-0210(3), 279A.105, ORS 279A.110 (4).
 - ix. When the Proposer is not responsible.

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- b. The District may reject all Proposals. The District will notify all Proposers of the rejection, along with the reasons for rejection. Proposals may be rejected based upon the following criteria:
 - i. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
 - ii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Proposal.
 - iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
 - iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.
 - v. The District cancels the Solicitation in accordance with OAR 137-047-0660.
 - vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.
14. **SOLICITATION CANCELLATION.** The District may cancel, delay or suspend a solicitation, or reject all Proposals when it is in the best interest of the District as determined by the District. In the event of any such cancellation, delay, suspension or rejection, the District is not liable to any Proposer for any loss or expense caused by or resulting from any such cancellation, delay, suspension or rejection.
15. **PROPOSAL COSTS.** Proposers responding to solicitations are responsible for all costs they may incur in connection with submitting Proposals.
16. **CONTRACT AWARD PROTEST.**
- a. Proposers may protest the Award of a Contract, or the intent to Award a Contract if the conditions set forth in ORS 279B.410 (1) are satisfied. Proposers must deliver a written protest to the District within seven (7) Days after the issuance of the NOI.
 - b. The Proposer's protest must be in writing and must specify the grounds for the protest to be considered by the District pursuant to ORS 279B.410 (2). A protest must be submitted to the Purchasing Manager and may be e-mailed to contracts@beaverton.k12.or.us. The Proposer is responsible for ensuring the District receives the protest.
 - c. The District will not consider any protest that is submitted after the submission deadline.
 - d. Resolution of Protests. The District's Purchasing Manager will settle or resolve a written protest submitted in accordance with the requirements of this Rule and will issue a written decision on the protest in a timely manner as set forth in ORS 279B.410(4).
 - e. Decision. If a protest is not settled, the Superintendent, or designee, has the authority to resolve the protest.
 - f. Proposers must exhaust all administrative remedies before seeking judicial review. Judicial review of this decision will be in accordance with ORS 279B.415.
 - g. If the District upholds the protest, in whole or in part, the District may in its sole discretion either Award the Contract to the successful Protestor or cancel the Procurement or Solicitation.
17. **ADDITIONAL REQUIREMENTS.**
- a. The District reserves the right to seek clarifications of submitted Proposals, which may or may not affect the evaluation scoring.
 - b. The District reserves the right to negotiate a final Contract that is in the best interest of the District.
 - c. Failure of the District to insist on strict performance will not constitute a waiver of any of the provisions of this Solicitation or resulting Contract or waiver of any other default of the Proposer.
18. **CONFIDENTIALITY OF PROPOSALS.** The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. The District may withhold from disclosure confidential information pursuant to ORS 192.501 or 192.502.
- a. The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
 - i. All pages containing the records exempt from disclosure must be marked "confidential" and segregated in the following manner:

SECTION III – INSTRUCTIONS TO PROPOSERS

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

SECTION IV- RESPONSE AND EVALUATION

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INTRODUCTION. This section prescribes the mandatory format for the presentation of an Offer in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Offer. Failure to submit Offers in accordance with the provisions of this Section may be grounds to declare the Offer non-responsive. Failure to provide any information requested in this Solicitation may result in rejection of the Offer.

1. **OFFER FORMAT.** A Proposers submitted Offer:

a) Shall include:

i. Electronic submittal via email sent to contracts@beaverton.k12.or.us

- (i) One (1) complete response in PDF format,
- (ii) Attachments A through O preferred in a separate PDF.
- (iii) Additional Attachments P through R (if applicable) preferred in a separate PDF.
- (iv) One (1) completed Excel spreadsheet of the Price Proposal and Product Specification Form.

b) Proposal shall include all forms (see Section V) and required text (See below under Proposal Content Requirements) and are requested to be submitted in electronic copy.

c) Proposal pages shall be numbered consecutively and shall not exceed **sixteen (16) with the exception of the Health Inspection Report which is excluded from the page count.**

i. Any pages that exceed the maximum number of pages shall not be evaluated except District-required supplemental pages as follows:

A. Appendix shall include:

- (i) Supplemental attachments required by the District (specifically requested in this solicitation)
 - (1) District SHALL review and consider materials included as appendix materials that are specifically requested.
 - (2) Example: Requested certificates
- (ii) Supplemental information not District-required (NOT specifically requested in this solicitation).
 - (1) District shall NOT be obligated to review or consider materials included as appendix materials not specifically requested.

2. **PROPOSAL CONTENT REQUIREMENTS.** Proposers must provide a reply to each of the following items.

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

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

a) **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** See SECTION V – ATTACHMENTS.

b) **DETAILED PROPOSAL CONTENT REQUIREMENTS:**

i. INSURANCE REQUIREMENT.

Provide a statement of agreement to the insurance clause in the sample Master Price Contract Terms and Conditions, Article 10 (see SECTION V – ATTACHMENTS).

ii. PRICE PROPOSAL AND SPECIFICATIONS FORM

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

B. In the event of a difference between written words and figures, the amount stated in written words shall govern. In the event of a difference between a unit price and the extended price, the unit price shall govern.

- 1. Pricing must be exclusive of federal, state, and local taxes. If the Proposer believes that certain taxes are payable by the District, the Proposer may list such taxes separately, directly next to the Commercial Cost per Serving for the affected item.
- 2. All proposed pricing must be delivered - freight included - to the District's distributor.

SECTION IV- RESPONSE AND EVALUATION

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- C. Pricing will be compared among all responsive Proposals submitted. Each product will be scored separately, the lowest priced product will receive the full points available (a maximum of fifty (50) points per item. All other proposed pricing scores will be weighted against the lowest priced product.
1. Products will be evaluated on their Fee for Service per Serving.
- D. The specifications contained herein reflect items that have been purchased in the past or are of known quality and acceptable to the District. See Section V - ATTACHMENTS, Price Proposal and Product Specifications for specifications pertaining to each item. General specifications for all items are located in Section II – Statement of Work, GENERAL PRODUCT SPECIFICATIONS. When manufacturers' names, item numbers, trade names, make, model or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive.
- E. **Equivalent Products - Where noted “or equal” in the Price Proposal-Product Specifications form, equivalent products may be proposed, the Equivalent Product Request Process detailed in Section V - Exhibit 2 must be followed in order for the product to be considered. Failure to follow the process will result in the product not being evaluated and may impact the overall award.**
- (1) Only one (1) equivalent item per proposal item may be submitted for evaluation.
 - (2) Submitting more than one (1) equivalent product request per Proposal Item may result in rejection of all the equivalent items submitted for the Proposal Item.
- F. **Instructions and explanation of the Price Schedule:**
1. RFP Item #: Number used to identify each individual proposal item.
 2. BSD #: The District's internal item number for the specified item.
 3. Item: The name used to identify the individual item.
 4. Specification: The specifications for the individual items.
 5. Approved Servings per Case: The pre-approved number of servings per case and the weight, in ounces, of each serving.
 6. Specified Item(s): The pre-approved proposal items brand and manufacturer's code.
 7. BSD ANNUAL EST QTY (CS): Estimated usage for the 21-22 school year.
 8. Processor: Name of the processor of the item being proposed.
 9. Brand: Brand being proposed.
 10. Product Code: Processor's product code of the brand being proposed.
 11. Pack Size: How the product is packaged. Example:
 - a. 5/6 Lb
 - b. 1/30 Lb
 12. Serving Size: Individual portion size in ounces.
 13. Servings per Case: The number of portions per case.
 14. Case Weight: The weight of the case including all packaging materials.
 15. USDA Foods Drawdown per Case: The pounds of USDA food used to produce the end product. Must match SEPDS.
 16. USDA Foods Value per Pound: The value of the USDA food used to produce the end product.
 17. USDA Foods Value per Case: Calculated field, Pounds of UDA Foods per Case multiplied by the USDA Foods Value per Pound.
 18. USDA Foods Value per Serving: Calculated field, USDA Foods Value per Case divided by the Portions per Case.
 19. Fee for Service per Case: Processing fee per case.
 20. Fee for Service per Serving: Calculated field, Fee for Service per Case divided by the Servings per Case.
 21. Extended Fee for Service Cost: Calculated field, Fee for Service per Case multiplied by BSD Annual Est Qty (cs).
 22. Total Cost per Case: Sum of the Value of Diverted Food per Case and the Fee for Service.
 23. Total Cost per Serving: Calculated field, Total Cost per Case divided by Servings per case.
 24. Shelf Life Months: The expected shelf life of the item being proposed.
 25. Brand: Commercial brand of item being proposed.
 26. Product Code: Commercial product code of item being proposed.

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27. Pack Size: How the commercial product is packaged. Example:
 - a. 5/6 lb
 - b. 1/30 lb
 28. Serving Size (ounces): Individual portion size in ounces, for the commercial version of the item being proposed.
 29. Servings per Case: Number of servings per case for the commercial version of the item being proposed
 30. Case Weight (Pounds): Net pounds per case of the commercial version of the item being proposed.
 31. Total Cost per Case: Total cost per case of the commercial version of the item being proposed.
 32. Total Cost per Serving: Calculated field Total Cost per Case divided by the number of servings per case.
- iii. ABILITY TO MEET DELIVERY REQUIREMENTS.
- A. Provide a not more than a one (1) page statement summarizing how the Proposer will meet the delivery requirements detailed in Section II – STATEMENT OF WORK; DELIVERY REQUIREMENTS.
 - B. Specifically address the following:
 1. How the Proposer plans to meet the delivery day requirements, including the volume of equipment, and drivers available to the Proposer for the accomplishment of the delivery requirements.
 2. If the Proposer plans to utilize their own drivers discuss strategies being employed to hire and retain drivers. If the Proposer utilizes common carriers, please discuss the strategies used to ensure enough common carrier equipment will be available to meet the delivery requirements.
 3. Discuss any other factors believed to be pertinent in meeting the delivery requirements.
- iv. HEALTH INSPECTION REPORT.
- A. Provide the most recent health inspection report, must not be older than twelve (12) months, from at least one (1) of the following:
 1. Local government agency
 2. USDA
 3. A USDA recognized food safety certifying agency such as NSF International
- v. HACCP, FOOD SAFETY AND SECURITY PRINCIPLES.
- A. Provide not more than a one (1) page statement summarizing how Proposer incorporates HACCP, and Food Safety and Security principles into its business, including into its “Standard Operating Procedures”.
- vi. PRODUCT RECALL POLICY AND PROCEDURES.
- A. Provide not more than a one (1) page statement summarizing the Proposers recall policy and procedure.
 - B. Complete the Attachment - Recall Contact (see SECTION V - ATTACHMENTS) Information for primary and back up recall contacts. **Failure to provide Recall Contact Information may result in rejection of the Proposal.**
- vii. REFERENCES AND SIMILAR PROJECTS.
- A. Provide three (3) professional references from projects similar to the scope of this Solicitation, and from accounts of similar size and complexity. K-12 school District’s references shall be preferred. Use of the provided Reference Form (see SECTION V - ATTACHMENTS) is required.
 1. Beaverton School District must not be included as a reference.
 2. If such references are unavailable, references may be submitted and must address Proposer's capacity, experience, customer service and quality (including at minimum, quality of products, timeliness of deliveries, flexibility/ease to work and communicate with Proposer's staff).

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3. The District reserves the right to find any Proposer not-responsible who receives an unfavorable report from a Proposer-identified reference.
 4. The District reserves the right to investigate and consider references submitted by the Proposer, including customers other than those listed in the Proposer's submission, and Beaverton School District experience.
 5. The references provided may be contacted to establish, but not limited to, the level of Proposer customer service and ability to and timely performance of response to the needs of its clients.
- B. **One reference MUST include** not more than, a one (1) page summary of the Proposer's responsibilities and scope of work for one (1) project similar to the scope of this Solicitation, and of similar size and complexity.
1. Proposer must provide at minimum the following information for the similar project:
 - A. Size of K-12 school District, or similar
 - B. Location of reference
 - C. Services provided
 - D. Project dates
 - E. Average number of cases per delivery
 - F. Average fill rate per delivery
- viii. HISTORY, EXPERIENCE, AND CAPABILITIES
- A. Provide a not more than one (1) page narrative of the Proposer's history, experience, and capabilities.
 1. Include in the summary a description of the Proposer's experience in further processing of USDA commodities for the K-12 market.
 2. State the number of years of experience the Proposer has in further processing.
- ix. SUSTAINABILITY.
- A. Provide a not more than one (1) page narrative explaining the sustainability practices the proposer has implemented in its operation. Proposer must address, at minimum, the following:
 1. Transportation
 2. Water usage and quality
 3. Energy conservation
 4. Greenhouse gas reduction
 5. Buildings (design and construction)
 6. Waste disposal and recycling
 7. Procurement (how the proposer's procurement policies are used to promote sustainability)
 8. Sustainability certifications (Example LEED Certificate, Certified Responsible Antibiotic Use)
- x. REQUIRED 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 on a USB flash drive or a cd. **NO HARD COPIES WILL BE ACCEPTED.**
 - (i) Acceptable formats are:
 - (1) PDF
 - (2) Microsoft Word
 - (3) Microsoft Excel
 - D. Files **MUST** be named using the following naming convention.
 - (i) RFP Item # - 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
 - (1) Example 1: C1 – ER – Widget Co. – 9876 – Spicy Widgets
 - (2) Example 2: C1 – NF-IL-PF – Widget Co. – 9876 – Spicy Widgets
 - (ii) Document type codes:
 - (1) Equivalent Product Request form – ER

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- (2) Nutrition Facts – NF
 - (3) Ingredients List – IL
 - (4) CN Label – CN
 - (5) Product Formulation Statement – PF
 - (6) Preparation Instructions – PI
- E. Provide the following product information.
- (i) Nutrition Facts
 - (ii) Ingredients List
 - (iii) CN Label or Product Formulation Statement
 - (iv) Preparation Instructions

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

EVALUATION CRITERIA MATRIX		Maximum Points Possible
i.	Insurance Requirement	Pass / Fail
ii.	Proposal Price Per Item	50
	Points Awarded to Criteria Below Will Be Added to EACH Item	
iii.	Ability to Meet Delivery Requirements	5
iv.	Health Inspection Report	10
v.	HACCP, Food Safety and Security Principles	10
vi.	Product Recall Policy and Procedures	5
vii.	References and Similar Projects	5
viii.	History, Experience and Capabilities	5
ix.	Sustainability	5
x.	Required Product Information	5
PROPOSAL TOTAL		100

4. **EVALUATION OF PROPOSALS.**

- a) **Responsive and Responsibility:** The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
- i. **RESPONSIBILITY OF PROPOSER (OAR 137-047-0500).** Before awarding a Contract, the District shall determine that the Proposer submitting the most Advantageous Proposal is Responsible. The District shall use the standards set forth in ORS 279B.110 and OAR 137-047-0640(1)(c)(F) to determine if a Proposer is Responsible. In the event the District determines a Proposer is not Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Proposal.
 - ii. **CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.

SECTION IV- RESPONSE AND EVALUATION

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- iii. **NON-RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Proposal, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.
- iv. **IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
- v. **RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.
- vi. **CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
- vii. **NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.
- viii. **OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.

b) **Proposal Evaluation.**

- i. The Proposal segments shall be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators). The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.
- ii. Revisions of proposals may be permitted after the submission of proposals and before award for the purpose of obtaining best offer(s) or best and final offer(s). The District may issue an Addenda to this solicitation that modifies the criteria, rating process and/or procedures to all eligible Proposers.
- iii. Working as a Committee or independently (at the discretion of the District) with copies of the submitted proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein.

SECTION V – ATTACHMENTS

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ATTACHMENTS and EXHIBITS:

Required Attachments – must be completed and submitted with proposal	
A	Proposer Certification
B	Independent Contractor Determination Statement
C	Affidavit of Non-Collusion - Compliance with Tax Laws
D	Proposer Responsibility Form
E	Reference Form
F	Certification Denying Conflict of Interest
G	Price Proposal and Specifications Form
H	Buy American Statement of Understanding and Responsibility
I	Suspension and Debarment Certification
J	Certification Regarding Lobbying – Disclosure of Lobbying Activities
K	Certification Regarding Federal Matters
L	Clean Air and Water Certificate
M	Oregon Certification of Business Inclusion and Diversity Plan
N	Recall Contact Information
O	Contractor Information Sheet
Additional Attachments – to be completed and submitted if applicable	
P	Waiver Request for Foreign Food Products
Q	Equivalent Product Request Form (see Exhibit 2 for instructions)
R	Equivalent Product Request Sample Label
EXHIBITS	
1	Master Price Contract (SAMPLE) – DO NOT COMPLETE
2	Equivalent Product Request Process and Deadlines

****All attachments are available in ORPIN as fillable forms.**