



SPRINGFIELD
PUBLIC SCHOOLS
Every Student, Every Day

**REQUEST FOR PROPOSAL FOR
FRESH PRODUCE PRODUCTS**

**2024-2025 SCHOOL YEAR
RFP NUMBER SPS:FP24-25/001**

**SPRINGFIELD PUBLIC SCHOOLS,
SCHOOL DISTRICT #19,
LANE COUNTY, OREGON**

PURCHASING SERVICES
640 A Street
SPRINGFIELD, OR 97477
(541) 726-3348, Fax (541) 726-3314

Purchasing Manager: Melissa Stalder
Email: melissa.stalder@springfield.k12.or.us
Phone: 541-726-3348

Issue Date- May 13, 2024
Published on Oregon Buys
Advertised Daily Journal of Commerce
Last Day for Questions- June 07, 2024
Last Day for Addendum Additions- June 11, 2024
Response Due Date/Time- June 14, 2024 11:00am
Time For Response Opening 11:01am, June 14, 2024

May 13, 2024

Dear Prospective Proposer:

Enclosed you will find the Request for Proposal documents for Fresh Produce Products for Springfield School District #19.

All responses are due by 11:00 AM PST at Springfield Administrative Building 640 A Street, Springfield, OR on June 14, 2024. Responses should be addressed to Melissa Stalder, Purchasing Manager. Electronic submissions via email are preferred sent directly to melissa.stalder@springfield.k12.or.us. Submissions will also be accepted via flash drive or in print.

Offers that deviate from the requested pricing structure will not be considered.

On the date and time specified, the Request for Proposals will be opened and scored. Proposers submitting proposals will be notified of the results by intent to award letters.

All bidders are required to comply with the provisions of Oregon Revised Statutes. Attention is directed to: ORS 244. Government Ethics; ORS 279A & 279B Public Contracting; and OAR Chapter 137, Division 46 and 47 as documented in the most current version of the State of Oregon Department of Justice Attorney General's Public Contracts Manual. Bidders must clearly indicate resident status as required in ORS 279A.120.

Springfield School District reserves the right to (1) reject any or all Proposals not in compliance with all public proposal procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of proposal opening, (3) waive informalities in the Proposals, and (4) select the Proposal which appears to be in the best interest of the District.

If you have questions regarding any item, contact Melissa Stalder 541-726-3348 or melissa.stalder@springfield.k12.or.us

The District would like to thank you for taking the time to prepare this proposal.

Sincerely,

Melissa Stalder
Purchasing Manager
Springfield School District
541-726-3348

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GENERAL BID INSTRUCTIONS

1. **SCOPE**

a. The purpose of this solicitation is to establish an annual requirements price agreement contract for provision of Fresh Produce products on an as needed basis between the Provider and the district. The products include, but are not limited to the product list on pages 20 - 24. Individual product specifications are listed on the Projected Price sheet, located on pages (20-24).

b. The Provider shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the assigned work, whether temporary or permanent and whether or not incorporated into the work including, but not limited to, materials, equipment, labor including subcontractor, transportation, equipment and machinery, tools, and other facilities and incidentals. Delivery of all goods and/or services shall be priced FOB minus taxes. Any additional taxes or fuel surcharges must be disclosed in the proposal.

c. Provider shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Contract.

d. Provider shall employ only persons duly licensed by the State of Oregon to perform the work required under this Contract for which applicable Oregon Law requires a license.

2. **SOLICITATION REVIEW:**

Proposers must carefully review this document and are responsible for knowing and understanding the terms and conditions included in or applicable to this document. Unless defects, ambiguities, omissions, or errors are brought to the contract managers attention prior to the proposal due date, protests or appeals based on such defects, ambiguities, omissions, or errors will not be favorably considered.

3. **CHANGE, CLARIFICATION, OR PROTEST PURSUANT TO ORS 279B.100:**

Proposers may request changes or clarification to, or protest, the contract terms and conditions and/or the specifications of the RFP. Proposer's comments must be made in writing/email and received by the District by June 07, 2024 end of day prior to the RFP due date and time to allow for an amendment to be issued, if required. Such comments shall include:

a. A detailed statement of the legal and factual grounds for the change, clarification, or protest; and

b. A description of the resulting prejudice to the Proposer; and

c. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

d. All proposals are to remain valid for sixty (60) days from the due date. All envelopes containing requests or protests must be clearly marked to facilitate handling. The District shall not consider a Proposer's request for change or protest after the RFP due date and time. The District shall provide notice to the applicable Proposer if it entirely rejects the request or protest. If the District agrees with the Proposer's request or protest, in whole or in part, the District shall issue an amendment reflecting its determination.

4. AMENDMENT:

Changes or additions to RFP documents shall be accomplished by written amendment. Amendments shall be issued prior to the RFP due date and in sufficient time to allow Proposers to consider the changes or additions in preparing their offers. The Proposer shall acknowledge receipt of all amendments issued on the appropriate submittal tab enclosed. At its discretion, the contract manager may extend the RFP due date and time to allow Proposer's time to analyze and adjust to any changes. The District shall notify Proposers of any changes to the due date and time in the amendment. Proposers are responsible to make inquiry as to any amendment issued.

5. MODIFICATION OR WITHDRAWAL:

Proposers may modify or withdraw their submitted proposals only prior to the RFP due date and time. Any modification or withdrawal shall be in writing, prepared on the Proposer's letterhead, signed by an authorized representative of the Proposer, and state the action requested (e.g., the modified offer supersedes the prior offer; the submitted offer is withdrawn). Modifications or withdrawals must be submitted to Melissa Stalder. Electronic submissions via email are preferred sent directly to melissa.stalder@springfield.k12.or.us. Submissions will also be accepted via flash drive or in print.

6. SUBMITTING PROPOSALS:

Proposers are solely responsible for delivering offers in the designated manner, to the required delivery point, prior to the RFP due date and time.

- a. To ensure proper identification and handling, offers shall be submitted electronically via email sent directly to melissa.stalder@springfield.k12.or.us. Submissions will also be accepted via flash drive or in print delivered to Springfield School District at 640 A Street, Springfield, OR 97477. Between the business hours of 8am-4pm Monday through Friday
- b. Facsimile offers will not be accepted.
- c. Envelopes properly marked will not be opened until the RFP due date and time.
- d. The District shall not be responsible for the premature opening or failure to open an offer that is not properly addressed and identified.
- e. Failure to submit proposals in the format specified shall be considered just cause for rejection of the proposal at the sole discretion of the District.
- f. When the proposal due date and time has passed, the District will cause the proposals to be opened and recorded. The contents of the proposals will not be disclosed to the public until all proposals are evaluated, scored and recommendation for award has been determined.

7. LATE PROPOSALS:

Proposals received after the exact due date and time specified shall not be considered, and shall be held unopened by the District until after the award of the contract. The Contract Manager shall make no concessions regarding postal service or any other form of conveyance of the offer document even when timely delivery of the offer fails through no fault of the Proposer. The Contract Manager reserves the right, at its discretion, to consider offers that have been delayed or mishandled by the District.

8. CANCELLATION/REJECTION OF OFFERS:

The Contract Manager may cancel the solicitation if such cancellation is in the best interest of the district. The contract manager may reject for good cause an offer:

- a. That is not in compliance with prescribed RFP procedures and requirements;
- b. Upon the contract managers written determination that it is in the public interest to do;

- c. When the Proposer is not responsible, e.g., when the Proposer has failed to perform under some other contract of a similar nature with the district;
- d. When the offer is not signed in ink;
- e. When the Proposer fails to supply an offer security or performance bonds, specifications, samples, descriptive literature, references, etc., when such is required or requested.
- f. When the Proposer fails to include acknowledgement of all amendments issued;
- g. When the offer contains an alteration or erasure which is not initialed by the signer.

9. MISTAKES BY PROPOSER:

The contract manager has the authority to waive any and all minor deviations, informalities, or inadvertent nonjudgmental mistakes on any offer. Such mistakes must be a matter of form rather than substance that is clearly evident regarding the offer or an insignificant mistake that can be waived or corrected promptly without prejudice to other Proposers or the district. Errors in judgment made in an offer by a Proposer shall not be waived.

10. RESPONSIVE RESPONSIBLE PROPOSER:

A responsive proposal is one which conforms in all material respects to the RFP. The Contract Manager reserves the right to waive technicalities or minor informalities in determining a Proposer's responsiveness. A responsible Proposer is a person or firm that has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, expertise, integrity, reliability, capacity, facilities, equipment, staff, and credit that will assure good faith performance.

11. AWARD OF CONTRACT:

- a. The contents of the proposal of the successful Proposer will become contractual obligations if an award is made. Failure of the successful Proposer to accept these obligations in a contract may result in cancellation of the award.
- b. A contract is awarded only to the responsible Proposer that submits the received the highest score according to criteria on page 13. Proposer must bid on all items listed.
- c. A Notice of Intent to Award (NIA) will be published May 19, 2024 after the evaluation process is complete. Public notice of award will be made through sending an email to all proposers and on Oregon Buys.

12. AGGRIEVED PROPOSERS:

Any adversely affected Proposer may submit a written protest of the District's Notice of Intent to Award (NIA). Protest(s) must be received no later than 12:00 noon on the fifth (5th) workday after the NIA is published.

- a. A Proposer is only adversely affected if the Proposer is eligible for award of the contract. The protesting Proposer must claim that the selected Proposer is ineligible for award:
 - i. Because their offer was non-responsive; or
 - ii. The District committed a substantial violation of a provision in the RFP document or of an applicable administrative rule and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been the selected Proposer.
- b. The written protest must include the name of the person submitting the protest, the name of the Proposer represented by that person, the specific RFP including the solicitation number that is being appealed and a detailed explanation of the reasons (facts of evidence) for the appeal in accordance with 13A listed above.

- c. The contract manager shall not consider a protest submitted after the time period established.
- d. The aggrieved Proposer must serve all other Proposers with notice of its appeal to allow for rebuttal.
- e. Failure to give written notice of appeal to the contract manager as provided herein constitutes a waiver by the aggrieved Proposer of any objections to the NIA.
- f. Disagreement with the bidding process is not justification for appeal.

Protest Decision-Upon receipt of any appeal, the Director of Business or designee shall review the protest and submit a written decision to the protester within fourteen (14) calendar days of the date of receipt of the protest. The affected Proposer must take further protest to the District's Board of Directors. The aggrieved Proposer must notify the Director of Business in writing before such action is taken.

13. ACCEPTANCE PERIOD:

To provide time for evaluation of offers received and approval of proposed awards, all offers submitted shall remain valid for a period of thirty (30) days. The District shall request in writing any extension of this thirty (30) day acceptance period.

14. PROPOSAL PREPARATION COSTS:

The district is not liable for any costs incurred by the Proposer in preparation of the Proposal.

15. LAWS AND AFFIRMATIVE ACTION:

By submitting this bid, the proposer certifies conformance to all the applicable Federal Acts Executive Orders and Oregon Statutes and Regulations including those concerning Affirmative Action toward equal employment opportunities.

16. ESTIMATED VOLUME OF PRODUCTS TO BE PURCHASED:

The estimated numbers of units of each item as presented on the Proposal are based on historical data. The number represents "best estimates" only, and does not constitute or imply any commitment by the district as to the maximum or minimum volume of units to be purchased under this bid. Should the quantities of any of the items be increased, the proposer shall furnish the additional items at the fixed fee prices quoted, and should the quantities be decreased, payment will be made on the actual quantities accepted or received at the fixed fee price. The proposer will make no claim for anticipated profits or additional compensation of any increase or decrease in quantities. These estimated figures are to be used only for determining the approximate total of this bid. The district reserve the right to purchase additional items from local farmers or farming co-ops in reference to USDA's Farm to School Initiative on a seasonal and as available basis.

17. "BUY AMERICAN" PROVISION: As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). (210.21(d) is the Buy American Provision) • The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). • Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved

upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 day (s) in advance of delivery. The request must include the:

- a) Alternative substitute (s) that are domestic and meet the required specifications:
 - (i) Price of the domestic food alternative substitute (s); and
 - (ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered

- (b) Reason for exception: limited/lack of availability or price (include price):
 - (i) Price of the domestic food product; and
 - (ii) Price of the non-domestic product that meets

18. DISQUALIFICATION OF PROPOSER:

Any one or more of the following causes may be considered sufficient for the disqualification of a proposer and the rejection of the bid:

- a. Evidence of collusion among proposers.
- b. The proposer does not have sufficient financial ability to perform the contract.
- c. The proposer does not have equipment available to perform the contract.
- d. The proposer does not have key personnel available of sufficient experience.
- e. The proposer has repeatedly breached contractual obligations to public and private contracting agencies.
- f. The proposer has failed to sign the bid form.
- g. To make award to any proposer whose bid, in the opinion of the District, serves the interest of the District.
- h. To reject any or all proposals in accordance with ORS 279B.100.

19. PAYMENTS TO PROVIDER:

Payments shall be made for work performed under this RFP according to the Proposal and the Specifications attached. The District agree to pay 100% of the RFP price after formal acceptance of delivery is made. The District shall act on its own behalf for purchase orders and payment of all vendor invoices.

20. BUDGET FAILURE

The District promises to use reasonable efforts to adopt a valid budget, which includes funds to pay the RFP price in the time and manner promised in these RFP documents. If the District fail to adopt a budget, or adopts a budget excluding part or all of the funds necessary to pay Provider, The District has the right to cancel the agreement and to pay Provider for all products received as of the time of the cancellation. This RFP is completely contingent upon the passing of budgetary funds. No deliveries are to start without written authority from The District.

21. AUDIT:

The District, the Oregon Department of Education, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor, which are directly pertinent to this specific contract, for the purpose of making audits, examination, excerpts, and transcriptions. The contractors must maintain all required records for three years after District makes final payment and all other pending matters are closed (OMB Circular A-102).

22. ESCALATION AND DE-ESCALATION:

For purposes of this RFP, the unit price shall be as of 10:00 a.m. May 31, 2024. Please quote per unit measure listed. Price increases cannot exceed the [consumer price index table 2](#), seasonally adjusted (most recent period), fresh fruits and vegetables, no more than monthly. If price increases were made from the original bid amount, price decreases must also be passed along according to the same index monthly.

23. CONTRACT PERIOD:

The contract manager's desire is to complete a contract award for a one (1) year period. The contract manager has the option for yearly renewal of agreement up to a maximum of five (5) years total. The contract shall commence on the date of bid award and terminate at the end of the school year 2028/2029.

TERMINATION FOR DEFAULT:

The District may, at its option, terminate or cancel an agreement, for any material violation of the provisions of the Agreement. Such provisions generally include, but are not limited

To:

1. Standard terms and conditions included in all Contracts
2. Product or service Specifications
3. Delivery or completion requirements; or
4. Pricing and price escalation/de-escalation clauses

The district's termination of an agreement or of a Vendor's performance shall not restrict or abrogate any other remedy available to the District that is provided either by law or under the Agreement, unless other remedies are expressly limited by the terms of the Agreement.

Unless otherwise agreed upon in the Agreement, the District will provide the Vendor Written notice of its intent to terminate the Agreement or the Vendor's performance. If the Vendor provided a performance and payment bond, the surety shall also be provided with a copy of the notice of termination. Unless otherwise provided in the Agreement, the notice shall include:

1. The effective date of termination (which may be the date of notice receipt);
2. The grounds for termination,
3. Notice of the time (if any) in which the District will permit the Vendor to correct the failure to perform.

24. CANCELLATION:

Agreements resulting from this bid may be canceled under the following conditions:

- a. By mutual agreement of both parties. Termination under this provision requires thirty (30) days written notice.
- b. By the district for breach by the proposer of proposer's obligations as set forth in this bid. The district shall give the proposer written notice of intent to terminate under this provision. A proposer shall have five (5) calendar days from the receipt of such notice to respond. Failure to respond may result in cancellation.
- c. By the proposer, for failure of payment by the district.

25. DELIVERY STANDARD:

Products supplied under this contract shall be processed and delivered under the most sanitary conditions by a currently approved and licensed plant. Products are to be delivered in refrigerated trucks, are to be kept at the appropriate temperature during delivery, and are to be placed in designated storage areas at each delivery site. Deliveries shall be once a week on a consistent schedule agreed upon by the district. If a holiday impacts the scheduled delivery day for a district it shall be delivered one business day before or after.

26. ORDER PROCESS:

Proposer is to describe order process and lead time needed for routine deliveries and school calendar holidays or down days on the Special Information page 18 (c).

Proposer is to also describe inclement weather procedure on the Special Information Page 18 (d).

27. NON-DISCRIMINATION:

The Vendor shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all Amendments thereto and the Equal Employment Opportunity Act and all amendments thereto, the Springfield School District administrative regulations, and all regulations issued hereunder by the Federal and State governments. If the Vendor fails to comply with such acts and regulations, Springfield School District shall have the right to immediately terminate this Agreement.

28. USDA Non-Discrimination

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

Mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

Fax:

(833) 256-1665 or (202) 690-7442; or

Email:

program.intake@usda.gov

29. DEBARMENT AND SUSPENSION VERIFICATION

Springfield School District shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Oregon or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Springfield School District if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a Federal entity.

30. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Vendor's submitting bids must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).CL CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

31. BYRD ANTI-LOBBYING AMENDMENT:

All Bidders must complete and submit the required certification with their bid that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a of Congress, officer or employee of Congress, or an employee of a of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

32. Remedy.

If either party, Springfield School District and Vendor, commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform the work under this contract in accordance with its terms, such breach, default or failure shall be cured within (10) ten business days of written notice by the injured party. Failure to cure or remedy shall be grounds for Termination for Cause.

33. OFFER CONTENT AND EVALUATION FACTORS

a. Proposers are cautioned to provide in their proposals as much detail as possible pertaining to their capabilities and experience to the goods and/or services requested in this RFP. The specifications, characteristics, and requirements listed in this RFP are in no way to be considered to be exhaustive.

b. Proposers shall present a proposal containing the specific information requested below to provide a uniform basis for evaluation of all proposals received. The relative importance of the categories is indicated by the "Points" shown for each Evaluation Factor – 100 points total. The proposals shall be evaluated in accordance with these point ratings.

Evaluation Factors	Points
a. Signed Proposal (a “fail” in this area will be cause for rejection of the offer)	Pass/Fail
b. Experience, Past Performance, References	25 Points
c. Proposed Cost – Mandatory Products Only- Extended Cost	45 Points
d. Evaluation of Qualifying Information Answers	30 Points
Total Score	100 Points

34. EVALUATION FACTORS

The Evaluation Committee will apply the following selection criteria when evaluating the above Evaluation Factors and shall score according to the Evaluation Factors scoring structure listed above. To provide a uniform basis for evaluation on all proposals received, each Proposal must provide the information requested below.

- a. Signed Proposal – Pass/Fail
- b. Experience and Past Performance – 25 Points
 - i. Describe two examples of similar services provided to other customers. Provide references on Page 16 & 17. (10 points)
 - ii. Describe in detail the capacity of your firm to perform the proposed work. (10 points)
 - iii. References (5 points)
- c. Proposed Cost – 45 Points
 - i. Extended cost of products and services offered as listed Pages 20-21, Projected Usage/Prices. The Projected Usage/Prices analysis shall be completed by the District. The Proposal determined to result in the least overall expense to the District, shall receive the full points for this criterion. Other proposals shall receive a proportional amount based on their cost in relation to the least expensive offer.
- d. Evaluation of Qualifying Information Answers – 30 Points
 - District shall review the sufficiency and appropriateness of the answers supplied.

COMPLETE PROPOSAL REQUIREMENTS

1. Springfield School District hereby solicit a composite RFP fresh produce products for the District for the 2024-2025 school year. A product price sheet is attached to be completed to the fullest.
2. Products supplied under this contract shall be processed and delivered under the most sanitary conditions by a currently approved and licensed packing plant. Products are to be delivered in refrigerated trucks, are to be kept below 40 degrees F. during delivery, and are to be placed in designated storage areas at each delivery site. Delivery shall be arranged with district but shall not be less than once per week. District will not require refrigerators, freezers or any other equipment.
3. Proposer may propose delivery times (between the hours of 6:00 am – 1:30 pm)
4. Proposer must bid on all mandatory items listed. district can purchase items not on agreement following their own district purchasing guidelines.
5. Complete RFP shall include:
 - a. Signed Proposal, page 15
 - b. Proposer Reference Sheets, page 16 & 17
 - c. Projected Prices, pages 20 - 24, with price offered, extended line total and extended bottom line total.
 - d. Qualifying Information, pages 18 & 19
 - e. Signed attachments A-D (pages 26-34)

**PROPOSAL
FRESH PRODUCE PRODUCTS
FOR
NUTRITION SERVICES DEPARTMENT
OF
Springfield School District #19
July 1, 2024 – June 30, 2025**

The undersigned hereby proposes to furnish, within the time specified, the items listed, to be delivered in accordance with foregoing specifications hereto attached, for the amount set opposite each item.

PROPOSER'S EMPLOYER FEDERAL IDENTIFICATION NUMBER _____

PROPOSER'S EMPLOYER STATE IDENTIFICATION NUMBER _____

SIGNATURE FOR CORPORATION

Name of Corporation	Signature of Officer or Agent
	Title
	Phone: _____
Address	

Are you domiciled in or registered to do business in the State of Oregon?
Please check appropriate: YES _____ NO _____

Are you a resident proposer in the State of Oregon?
Please check appropriate: YES _____ NO _____

An officer shall sign proposals or duly authorized representative of the proposer, enclosed in a sealed envelope marked conspicuously on the outside with the project name. Bids not so marked may be opened by accident, and if so, will not be considered and will be rejected, mark bid as follows:

Fresh Produce Products
Issue Date- May 13, 2024
Response Due Date/Time- June 14, 2024 11:00am

PROPOSER REFERENCE SHEET 1

The number of References required in Response to this RFP is two. References shall be supportive.

Date(s) Work Performed: _____

Name of Project(s): _____

Name of Company: _____

Address: _____

Contact Name: _____

Contact email: _____

Contact phone number: _____

Method: Subjective Evaluation

The District will check for, but not limited to: adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

Fresh Produce Products
Issue Date- May 13, 2024
Response Due Date/Time- June 14, 2024 11:00am

PROPOSER REFERENCE SHEET 2

The number of References required in Response to this RFP is two. References shall be supportive.

Date(s) Work Performed: _____

Name of Project(s): _____

Name of Company: _____

Address: _____

Contact Name: _____

Contact email: _____

Contact phone number: _____

Method: Subjective Evaluation

The District will check for, but not limited to: adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

Qualifying Information

Proposer shall describe the following:

A. Order process and lead time – Proposer shall describe order process and lead time needed for routine deliveries and for deliveries with changes for school holidays and down days. Proposer shall also note if orders can be placed by email, fax, online and phone or by using an order form given to the driver

B. Escalation/De-escalation – Proposer shall describe how they will follow the escalation/de-escalation outlined in this RFP.

C. Inclement weather procedure - Proposer to describe below:

D. Truck sanitation procedure – Proposer to describe below:

E. Truck refrigeration documentation procedure – Proposer to describe below:

F. Sanitation procedure – Proposer to describe below:

G. Procedure to deal with outdated/spoiled product – Proposer to describe below:

H. Vendor shall describe delivery procedure. Note if all deliveries are to be made by vendor's employees or if delivery is to be made by another company's driver.

I. Describe in detail what steps should be followed if quality of product is below standard, examples could include off flavor, leaking containers, mold, warm temperature, shelf life too short, etc.

J. Explain who is responsible in your facility for quality control and assurance of the products listed in this proposal. Please explain how you would ensure high product quality if you are not the manufacturer of the products you are proposing.

K. Describe the procedures you would follow when a foreign object is found in fresh produce boxes/bags.

L. Vendor to attach samples delivery slip and sample statement.

Sample statement, delivery slip, copy of corresponding invoice with signature pulled from our system, and an invoice generated from the office itself attached.

PRODUCE PRICE LIST 2024-2025

Proposer must be willing to split cases, if necessary, as requested by the District.

No case split fees or increase in cost per unit shall apply as a result of this request.

Description	Pack	Estimated annual usage	Product Code	Case Weight	Proposer's Cost/Case	Fixed Mark Up Cost/Case	Total Cost per Case	Extended Cost
Apples Braeburn	125 ct - cs 40 lb	100						
Apples Braeburn	163 ct - cs 40 lb	50						
Apples Fuji	125 ct - cs 40 lb	50						
Apples Fuji	163 ct - cs 40 lb	100						
Apples Fuji	80 ct - cs 40 lb	50						
Apples Gala	125 ct - cs 40 lb	300						
Apples Gala	163 ct - cs 40 lb	500						
Apples Gold Delicious	125 ct - cs 40 lb	100						
Apples Gold Delicious	163 ct - cs 40 lb	200						
Apples Red Delicious	125 ct - cs 40 lb	100						
Apples Red Delicious	163 ct - cs 40 lb	100						
Bananas	40 lb - cs 40 lb	100						
Bananas Petite	150 ct - cs 50 lb	550						
Broccoli Florets	6/3 lb - cs	400						
Cabbage Red Shredded	per lb	50						
Carrots Baby Peeled	8/5 lb - cs	500						
Cantaloupe	per lb	1000						
Cauliflower florets	per lb	1000						
Celery Sticks	per lb	4500						
Coriander	2 lb bag	200						
Cucumbers, whole	36 ct	700						
Grapes Green Seedless	9/2 lb - cs	400						
Grapes Red Seedless	9/2 lb - cs	100						
Honeydew	per lb	1000						
Jicama Sticks	5 lb	400						
Lettuce, Fresh, Shredded	4/5 lb - cs	125						
Onions White Diced	per lb	25						
Onions Yellow Diced	per lb	25						

PRODUCE PRICE LIST 2024-2025 Continued

Proposer must be willing to split cases, if necessary, as requested by the District.

No case split fees or increase in cost per unit shall apply as a result of this request.

Description	Pack	Estimated annual usage	Product Code	Case Weight	Proposer's Cost/Case	Fixed Mark Up Cost/Case	Total Cost per Case	Extended Cost
Orange Navel	113 ct - cs 40 lb	600						
Oranges Valencia	113 ct - cs 40 lb	300						
Oranges Valencia	88 ct - cs 40 lb	50						
Pears, Green D'Anjou	44 lb cs	200						
Peppers Green Bell	25 lb case	100						
Peppers Orange Sliced/Diced	per lb	25						
Peppers Red Bell	11 lb cs	100						
Peppers Red Sliced/Diced	per lb	25						
Peppers Yellow Bell	25 lb cs	100						
Peppers Yellow Sliced/Diced	per lb	25						
Pineapple	7 ct - cs	50						
Radishes Cleaned Whole	per lb	20						
Radishes Sliced	per lb	15						
Salad Color Separate	4/5 lb bags - cs	300						
Salad ICB/Rom 50/50	4/5 lb bags - cs	200						
Spring Mix	2 lb cs	200						
Strawberries	8/1 lb - cs	2000						
Tomatoes	2 lb bag	150						
Tomatoes	5 lb bag	100						
Watermelon Hermiston	per lb	1800						

PRODUCT DELIVERY SITES

Springfield Public Schools

<u>School Name(s)</u>	<u>Address</u>	<u>Bkfst</u>	<u>Lunch</u>
Centennial Elementary	1315 Aspen Way	Y	Y
Douglas Gardens Elementary	3680 Jasper Road	Y	Y
Elizabeth Page Elementary	1300 Hayden Bridge Road	Y	Y
Guy Lee Elementary	755 West Harlow Road	Y	Y
Maple Elementary	2109 J Street	Y	Y
Mt. Vernon Elementary	935 Filbert Lane	Y	Y
Ridgeview Elementary	526 North 66th Street	Y	Y
Thurston Elementary	7345 Thurston Road	Y	Y
Two Rivers-Dos Rios	1084 G Street	Y	Y
Yolanda Elementary	2350 Yolanda Avenue	Y	Y
Riverbend Elementary	320 51st Street	Y	Y
Walterville Elementary	40589 McKenzie Hwy	Y	Y
Briggs Middle School	2355 Yolanda Avenue	Y	Y
Hamlin Middle School	326 Centennial Blvd.	Y	Y
Thurston Middle School	6300 Thurston Road	Y	Y
Agnes Stewart Middle School	900 S. 32nd Street	Y	Y
Springfield High School	875 North 7th Street	Y	Y
Thurston High School	333 North 58th Street	Y	Y
Brattain Campus	425 10 th Street	Y	Y
District Warehouse	1898 N 42nd Street	N	N

LEGEND

Bkfst= Breakfast program Y= yes N=no

ATTACHMENT A

Certificate of Independent Price Determination

Both Springfield School District and Proposer:

Springfield School District and NAME OF PROPOSER:

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Proposer certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify;

and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Proposer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

SIGNATURE OF PROPOSER AUTHORIZED REPRESENTATIVE _____

TITLE : _____

DATE: _____

In accepting this offer, the SPONSOR certifies that no representative of the SPONSOR has taken any action that may have jeopardized the independence of the offer referred to above.

SIGNATURE OF SCHOOL FOOD AUTHORITY AUTHORIZED REPRESENTATIVE _____ TITLE _____

DATE _____

ATTACHMENT B

Certification Regarding Federal Matters

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

Certification

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

- (1) If the Contract is for more than \$10,000, compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, in section 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1, is not forfeited.
- (2) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- (3) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- (4) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327- 330) as supplemented by Department of Labor regulations (29 CFR part 5).
- (5) If the Contract is for more than \$100,000, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection DAS regulations (40 CFR part 15).
- (6) Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- (7) Compliance with mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection DAS. Current guidelines are set forth in 40 CFR Part 247.
- (8) Compliance with applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Sub recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds.
- (9) Compliance with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

(10) Debarment and Suspension. Vendor certifies and shall not permit any person or entity to be a sub-vendor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors declared ineligible under statutory authority other than Executive Order No. 12549. Sub-vendors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

(11) National School Lunch Program: Vendor must comply with the requirements of the National School Lunch Program, 7 CFR §210; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR Parts 15, 15a, and 15b); and FNS Instruction 113-1.

(12) That the Vendor certifies, to the best of the Vendor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an DAS, a of Congress, an officer or employee of Congress, or an employee of a of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DAS, a of Congress, an officer or employee of Congress, or an employee of of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and sub-vendors shall certify and disclose accordingly.

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

I, the official named below, certify that I am duly authorized to legally bind Proposer to this Certification Regarding Federal Matters:	
Proposer Name (Printed)	
By (Authorized Signature of Person with Authority to Obligate the Proposer), and Date	
Printed Name	Title of Person Signing

**Federal Use Only: Authorized for Local Reproduction
Standard Form -- LLL**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at Sponsorst one organizational level below agencyname, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial

(MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or (s) of Congress that were contacted.

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

**Attachment C
Clean Air and Water Certification**

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

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

NAME OF VENDOR

THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C 7401-7671q, as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387, as amended by Public Law 92-500).

- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in section 42 U.S.C.7410(d) of the Clean Air Act (42 U.S.C. 7410), an approved implementation procedure or plan under Section 42 U.S.C 7405-7411, or approved implementation procedure under (42 U.S.C.7412).

- D. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Federal Water Pollution Control Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by the Water Act (33 U.S.C. 1317).

- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedules, plans, and orders approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Clean Air Act or Federal Water Pollution Control Act and regulations issued pursuant thereto

- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, sponsored, or supervised by the Vendor.

SIGNATURE/TITLE OF THE VENDOR AUTHORIZED REPRESENTATIVE

DATE

ATTACHMENT D

Suspension and Debarment Certification

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

Suspension and Debarment Instructions for Certification

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

**ATTACHMENT E
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

_____ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

_____ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20_____

By: _____

(Type or Print Name)

(Title of Executing Official)

(Signature of Executing Official)

(Name of Organization/Applicant)