Request for Proposal
RFP No. 25-26/05

SPRINGFIELD SCHOOL DISTRICT #19,
LANE COUNTY, OREGON

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

Purchasing Manager: Demian Laudati
E-mail: demian.laudati@springfield.k12.or.us
Phone: 541-726-3257

Nutrition Services Bakery Products

Issue Date:	**April 17, 2026**
	Published on Oregon Buys
	Advertised Daily Journal of Commerce
Vendor questions due:	**May 1, 2026**
Final addendum issued:	**May 6, 2026**
Proposals due:	**May 22, 2026, at 2:00 pm PST**

LATE PROPOSALS WILL NOT BE ACCEPTED

REQUEST FOR PROPOSAL

Springfield School District No. 19
Project: **Nutrition Services Bakery Products**
Proposals Due: **Friday, May 22, 2026, 2:00 pm PST**
Request for Proposal
Solicitation No: **RFP 25-26/05**

Notice is hereby given that Springfield School District No. 19 will receive Proposals and E-mailed Proposals for furnishing Bakery Products for the School Nutrition Services Programs for the 2026-27 school year, with the option to renew in subsequent years. The total contract shall in no case exceed five years.

Proposals will be received by Demian Laudati, Purchasing Manager, Springfield School District No. 19, at the Administration Building, 640 A Street, Springfield, Oregon, 97477, or via email at demian.laudati@springfield.k12.or.us, by the time and date listed above. Proposals must be clearly marked "NUTRITION SERVICES BAKERY PRODUCTS RFP" either in the subject line of the email or on the physical envelope if delivered to the District office. Proposals will be received until the proposal due date stated above. Proposals will not be publicly opened. Contents will remain confidential until completion of the evaluation process and issuance of a Notice of Intent to Award.

Copies of the proposal documents may be obtained from the Purchasing Department of the Springfield School District No. 19 (address above). Electronic copies may be obtained from the District Website and OregonBuys at https://oregonbuys.gov/bso/view/login/login.xhtml.

All proposers are required to comply with the provisions of the 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. Proposers 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 Proposal due date, (3) waive informalities in the Proposals, and (4) select the Proposal which appears to be in the best interest of the District.

Demian Laudati
Purchasing Manager
Springfield School District No. 19

Published: April 17, 2026
Daily Journal of Commerce
Oregon Buys Website
Springfield School District No. 19 Website

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GENERAL INSTRUCTIONS

1. SCOPE:

a. The purpose of this solicitation is to establish an annual requirements price agreement contract for the provision of Bakery Products on an as-needed basis between the Provider and the District. The products include, but are not limited to, those listed on pages 20 - 21. Individual product specifications are listed on the Projected Price sheet, located on pages (20-21).

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 manager's attention before 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 May 1, 2026, end of day, 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 before 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 the 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 for making inquiries as to any amendments 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 Demian Laudati, Purchasing Manager. Electronic submissions via email are preferred, sent directly to demian.laudati@springfield.k12.or.us.Submissions will also be accepted in print.

6. SUBMITTING PROPOSALS:

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

a. To ensure proper identification and handling, offers shall be submitted electronically via email sent directly to demian.laudati@springfield.k12.or.us.Submissions will also be accepted in print, delivered to Springfield School District No. 19 at 640 A Street, Springfield, OR 97477. Between the business hours of 8 am-4 pm, Monday through Friday, before the due date and time.
b. 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.
c. The contents of the proposals will not be disclosed to the public until all proposals are evaluated, scored, and a 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 OFOFFERS:

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 manager's written determination that it is in the public interest to do so;
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 an acknowledgement of all amendments issued;
g. When the offer contains an alteration or erasure that 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, which 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 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 received the highest score according to the criteria on pages 11 - 12. Proposer must provide pricing on all items listed.
c. A Notice of Intent to Award (NIA) will be published on June 1, 2026, 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 the 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.
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 proposal process is not a 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 proposal, 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 proposal. 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 for any increase or decrease in quantities. These estimated figures are to be used only for determining the approximate total of this proposal. The District reserves 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 days 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 the required specification of the domestic product. Vendor will provide the district with the point of origin for all products and alert the district if the product cannot reasonably be provided domestically due to lack of availability or without a significant price increase.

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 proposal:

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 with sufficient experience.
e. The proposer has repeatedly breached contractual obligations to public and private contracting agencies.
f. The proposer has failed to sign the proposal form.
g. To make an award to any proposer whose proposal, 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 in accordance with the attached Proposal and Specifications. The District agrees 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 fails 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.

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, examinations, excerpts, and transcriptions. The contractors must maintain all required records for three years after the District makes final payment and all other pending matters are closed (OMB Circular A-102).

21. ESCALATION AND DE-ESCALATION:

Prices offered are to be held without increase for the entire 2026-2027 school year. In the event the cost of manufacturing products takes an extraordinary increase during the course of a school year, the provider may petition for an increase in price. Increase is to be based on actual supply invoice increase or labor cost increase. The decision to allow or deny escalation is at the sole discretion of the District. In the event the provider is allowed to escalate price based on cost, they must also de-escalate prices on the same basis.

22. CONTRACT PERIOD:

The contract manager desires to complete a contract award for a one (1) year period, commencing on the date of award and terminating at the end of the school year 2026/2027. The contract manager has the option to renew the agreement annually for up to a maximum of five (5) years.

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 with 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.

23. CANCELLATION:

Agreements resulting from this proposal 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 the proposer's obligations as outlined in this proposal. 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.

24. DELIVERY STANDARD:

The Vendor shall have the ability to fill 98% of the original order on the scheduled day of the delivery. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the District agrees that the product will be reordered.

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 if applicable, 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.

25. ORDER PROCESS:

The proposer is to describe the order process and lead time needed for routine deliveries and school calendar holidays.

Proposer is also to describe the procedures when faced with inclement weather delays.

26. NON-DISCRIMINATION:

The Vendor shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all Amendments thereto, the Equal Employment Opportunity Act and all amendments thereto, the Springfield School District No. 19 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 No. 19 shall have the right to immediately terminate this Agreement.

27. 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 based on 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, audiotape, 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

Fax: (833) 256-1665 or (202) 690-7442

Email: program.intake@usda.gov

28. DEBARMENT AND SUSPENSION VERIFICATION:

Springfield School District NO. 19 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 outlined in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. By signing this agreement, the proposer 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 No. 19 if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a Federal entity.

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

Vendors submitting proposals 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:

30. BYRD ANTI-LOBBYING AMENDMENT:

All Proposers must complete and submit the required certification with their proposal 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 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.

31. REMEDY:

If either party, Springfield School District No. 19 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.

32. OFFER CONTENT AND EVALUATION FACTORS:

a. Proposers are cautioned to provide in their proposals as much detail as possible about 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. Product and Service Capabilities	30 Points
d. Proposed Costs – Mandatory Products Only – Extended Cost	45 Points
Total Score	100 Points

33. <u>EVALUATION FACTORS</u>

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, Past Performance, References – **25 Points**

i. Demonstrated relevant experience providing bakery products to K-12 schools or similar institutions.
ii. Quality of references (three minimum) and past performance.
iii. Reliability and history of contract performance.

c. Product and Service Capabilities – **30 Points**

i. Ability to meet product specifications and delivery requirements.
ii. Order fulfillment process and demonstrated fill rates.
iii. Substitution practices and backorder handling.
iv. Overall responsiveness to service expectations.

d. Proposed Costs – **45 Points**

i. Total cost of products as submitted on pages 20-21, Projected Usage/Prices. The projected usage/price analysis shall be completed by the district.
ii. Cost proposals will be scored comparatively, with the lowest cost receiving the maximum points in this area and others scored proportionally.

COMPLETE PROPOSAL REQUIREMENTS

1. Springfield School District No. 19 hereby solicits a composite RFP for fresh Bakery Products for the District for the 2026-2027 school year. A product price sheet is attached to be completed by the Proposer.

2. All bakery goods are to meet the Oregon State Department of Agriculture's standards for school bread products. ***"DAY-OLD" BAKERY PRODUCTS ARE NOT ACCEPTABLE.***

3. Products supplied under this contract shall be processed and delivered under the most sanitary conditions by a currently approved and licensed vendor. Products are to be delivered in refrigerated trucks (if applicable) and are to be placed in designated storage areas at each delivery site. Delivery shall be arranged with the district, but shall not be less than once per week. District will not require refrigerators, freezers, or any other equipment.

4. Bakery items are to be delivered during days school is in session, and ending at the close of the school year. The base proposal will include delivery once per week to each of 3 secondary school sites in Springfield (base proposal) between the hours of 7:00 AM and 10:00 AM. Delivery for the other Springfield schools will be made to the District Warehouse by 7:15 AM for distribution by District staff.

Alternate #1 would require deliveries to **all Springfield sites by 10:00 AM once per week.**

5. The delivery schedule shall be coordinated with the Springfield Nutrition Services Supervisor.

6. Orders will be called or electronically transmitted to the bakery a minimum of two days before the scheduled delivery. Addresses are provided for all proposed delivery locations along with Schools with breakfast or à la carte programs (page 16).

7. The proposer must include all mandatory items listed in the proposal. The District can purchase items not on agreement following its own district purchasing guidelines.

8. Complete RFP shall include:

   a. Signed Proposal, page 17

   b. The evaluation criteria requested on pages 11 – 12. An optional outline is provided on pages 18 – 19.

   c. Projected Prices, pages 20 - 21, with price offered, extended line total, and extended bottom line total.

   d. Completed Certifications (Attachments A – E).

PROPOSAL CONDITIONS:

In an emergency, substitution of the regular standard loaf for the 22 oz sandwich loaf is permissible, provided that the school receives an equal number of slices of bread of equal or better quality.

Bakery items are to be delivered during days school is in session, beginning Tuesday, September 09, 2026, and ending at the close of the school year, Thursday, June 18, 2027. The base proposal will include delivery once per week to each of 3 secondary school sites in Springfield (page 6 base proposal) between the hours of 7:00 AM and 10:00 AM. Delivery for the other Springfield schools will be made to the District Warehouse by 7:15 AM for distribution by District staff.

Alternate #1 would require deliveries to **all Springfield sites by 10:00 AM <u>once per week</u>.**

The delivery schedule shall be coordinated with the Springfield Nutrition Services Supervisor. Orders will be called or electronically transmitted to the bakery a minimum of two days before the scheduled delivery. Addresses are provided for all proposed delivery locations along with Schools with breakfast or à la carte programs (page 16).

Orders may be adjusted or canceled due to changes in the school schedule or other emergencies. In case of inclement weather forcing the cancellation of a school day, the supplier will be informed by radio or other electronic means before 7:00 AM on that day. Deliveries will not be required during two weeks of the Winter Break period, the week of Spring Break, or during the Summer Vacation months unless Summer School Sessions are scheduled.

Size and brand name information is requested to clearly identify a product from other similar items carried by the Proposer(s). Bakery Products listed on the Base Proposal Response Form are considered ALL OR NONE. The District intends to award to a single proposer; however, it reserves the right to make multiple awards if it is in the best interest of the District.

1. Please include on the attached sheets, in the spaces provided, the price at which you furnish the items specified. **Proposers must provide nutritional labeling information for all bakery products as an attachment to the vendor response forms provided.** Unless the proposer states otherwise, it is understood that offers are submitted on exact specifications as described in the proposal. All prices must be quoted NET. Proposal sheets shall be signed with ink.

2. If you are unable to furnish the items in accordance with our description and wish to offer a substitute, then such substitute or approved proposals will be considered when accompanied by samples and/or complete details. Samples must be delivered to the designated location before the stated proposal due date and time. All samples submitted that are not consumed in testing must be picked up within ten (10) days after notification by the Nutrition Service Department, or they become the property of the District.

3. All goods or materials are subject to the approval of the District. Any rejection of goods or materials, whether held by the District or returned, will be at the vendor's risk and expense. In the event of a breach by the vendor of any of the provisions of the contract, including delivery, the District reserves the right to cancel and terminate the contract upon giving 15 days' written notice. Upon termination, Springfield School District No. 19 may, at its sole option, elect to award the contract to the next highest rated proposer to allow for uninterrupted service during the remainder of the school year. Upon mutual agreement of the newly awarded vendor and the District, the vendor will qualify for renewal options periods as if originally awarded the agreement.
4. CONTRACT EXTENSION: At the option of the District, and with the vendor's concurrence, the contract may be extended for additional periods upon 30 days' written notice. The total term of

the contract, including extensions, ***may not exceed five years***. Contract extension will be based on competitive pricing and vendor performance during the previous contract period(s).

Price adjustments may be considered at contract renewal. An increase will only be allowed in proportion to a documented increase in vendor costs. The District will either accept the increase or re-negotiate the contract. The District may request the renewal, and if the vendor accepts, they will provide continued service through the contract extension period. The District will be given the benefit of any price decreases at contract renewal as well.

5. RIGHT TO ADD PRODUCT AND SERVICES: The District reserves the right to add new products to the contract "Authorized Products List" based on programmatic needs during the course of this agreement. Pricing will be provided at the same percentage markup as the base contract items, and the contractor shall provide documentation to substantiate the pricing of new contract items. The "Authorized Products List" shall not be altered without the written consent of the Nutrition Services Supervisor.

   The District will choose to exercise either the Base Proposal response or one Alternate Proposal response to begin the 2026-27 school year. The District reserves the right to add or change delivery locations over the course of this agreement or implement any of the proposal delivery scenarios identified (base proposal, Alternate #1) at a future date. This will be negotiated on a case-by-case basis with the successful contractor**.**

6. Below are product-specific volume figures for items utilized during the 2025-26 school year for Springfield School District No. 19. Quantities provided are **estimates only** and in no way constitute a guarantee of volume to be purchased in subsequent contract years.

   Sandwich Loaf – Whole Wheat (21 sl).....6,000
   Hamburger Buns - Whole Wheat (8 pk).....15,000
   Hot Dog Buns – Whole Wheat (8 pk) 6,000
   Hoagie Rolls - Whole Wheat (6 pk) 7,000
   Dinner Rolls - Whole Wheat (16 pk) 10,000
   Plain Bagel – Whole Wheat (6 pk sliced).....4,000
   Blueberry Bagel – Whole Wheat (6 pk).....5,000
   English Muffins – Whole Wheat (6 pk sliced).....6,500
   Gluten Free 7 Grain (14 sl)..... 70
   Gluten Free White (14 sl)..... 75
   Gluten Free Plain Bagel (4 pk)..... 100
   Gluten Free Hot Dog Buns..... 100
   Gluten Free Hamburger Buns (4 pk)..... 100

7. Pursuant to the intent of Oregon Statute, any publicly funded city, county, district, agency, or similar entity shall have the authority to purchase goods directly from the contractor under the terms and conditions of this contract, provided that said agency has met the requirements of ORS 279A.205 & 279A.215. Public agencies may elect to purchase from the contractor without further bidding under the terms and conditions of this contract.

   Springfield School District No. 19 cannot commit to a purchase on behalf of any other agency or party. Any contracting, ordering, billing, or problem resolution shall take place directly between the contractor and such other agency. The contractor shall provide a listing of agencies utilizing this provision upon request of Springfield School District No. 19.

8. For additional information, please contact Demian Laudati, Purchasing Manager, 640 A STREET, Springfield, Oregon. Phone (541) 726-3257 or e-mail at demian.laudati@springfield.k12.or.us.

BAKERY DELIVERY DROP POINTS:

Springfield School District No. 19

School Name(s)	Address	Bkfst	Lunch
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 10th Street	Y	Y
*District Warehouse	1898 N 42nd Street	N	N

LEGEND
Bkfst= Breakfast program Y= yes N=no
***= Required delivery site in base proposal**

RETURN THIS PAGE AND SUBSEQUENT PAGES

AUTHORIZATION
The person whose signature appears below warrants that they are duly authorized to bind the proposing firm to this contract.

Firm Name:_____

Address:_____ City/State:_____

Phone:_____

Name of Proposer:_____
(Print or type)
Title of Proposer:_____
(Print or type)
Authorized by:_____
(Signature)
Date:_____ Federal Employer Identification#:_____

VENDOR INFORMATION

Resident Proposer Status as defined in ORS 279A.120. The above-signed proposer hereby states their status as follows:

1. Is the Proposer an Oregon resident as defined in ORS 279A.120? YES_____NO _____

If yes, Oregon Taxpayer Identification #_____

If a non-resident Proposer, indicate the percent of preference given (if any) to proposers in the state or area in which you reside. _____% State of residence _____

2. Years in business:_____

3. Location of distribution facility:_____

4. A schedule indicating proposed delivery days to each delivery site should be submitted with the proposal.

5. Additional information, **including nutritional labeling with associated product names for all products in the proposal.** Attach additional pages as necessary.

QUALIFYING INFORMATION

1. Describe your company's experience providing bakery products to K-12 schools or similar institutions.

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

2. Provide at least three (3) current or recent clients of similar size and scope:

   Reference 1

   Organization:_____

   Contact Name:_____

   Phone/Email:_____

   Reference 2

   Organization:_____

   Contact Name:_____

   Phone/Email:_____

   Reference 3

   Organization:_____

   Contact Name:_____

   Phone/Email:_____

3. Describe your product lines relevant to this RFP:

   _____

   _____

4. Describe your order and delivery process:

_____

_____

_____

_____

5. Describe any additional services or benefits your company provides (eg, menu planning, product training, sustainability practices, reporting tools, etc.):

_____

_____

_____

_____

_____

_____

_____

Answers can be provided above or submitted in an attached narrative and are part of the proposal document.

Certification:

I certify that the information provided is accurate and complete.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Response Form – Base Proposal

1. White Whole Wheat Sandwich Loaves, enriched. Thin slices, 21 slices per loaf, including ends. Weight approximately 690g per loaf.
   Weight/sl per loaf_____
   Price per loaf_____
   Brand name_____

2. Hamburger Buns, regular 4-inch, enriched. White Whole Wheat, plain top. Prefer 8 pack, Weight approximately 684g per package
   Pack_____
   Price per pack_____
   Brand name_____

3. Hotdog Buns, regular 6-inch, enriched. White Whole Wheat. Prefer 8 pack approximately 400g per package. State pack and price per pack.
   Pack_____
   Price per pack_____
   Brand name_____

4. Hoagie Rolls, 7-inch, White Whole Wheat, enriched. Prefer 6 pack, approximately 372g per package State pack and price per pack.
   Pack_____
   Price per pack_____
   Brand name_____

5. Dinner Rolls, White Whole Wheat 4-inch, enriched. Bulk wrap and 16 pack. Weight approximately 496g per package. State pack and price per pack.
   Pack_____
   Price per pack_____
   Brand name_____

6. English Muffins, White Whole Wheat split. Prefer 6 pack approximately 372g per package.
   Pack_____
   Price per pack_____
   Brand name_____

7. Bagel – White Whole Wheat, enriched - Plain Prefer 6 pack approximately 372g per package.
   Pack_____
   Price per pack_____
   Brand name_____

8. Gluten Free White Sandwich Loaf, 14 slice
   Weight/sl per loaf_____
   Price per loaf_____
   Brand name_____

9. Gluten Free 7 Grain Sandwich Loaf, 14 slice
   Weight/sl per loaf_____
   Price per loaf_____
   Brand name_____

10. Gluten Free Plain Bagel, 4 pk
    Pack_____
    Price per pack_____
    Brand name_____

11. Gluten Free Hamburger Buns, 4 pk
    Pack_____
    Price per pack_____
    Brand name_____

*All bread is expected to be at least 51% Whole Grain-rich to meet USDA guidelines. Please provide documentation to confirm.

Vendor Response Form – Alternate #1
(Delivery to <u>all school locations</u> once per week)

1. White Whole Wheat Sandwich Loaves, enriched. Thin slices, 21 slices per loaf, including ends. Weight approximately 690g per loaf.
   Weight/sl per loaf_____
   Price per loaf_____
   Brand name_____

2. Hamburger Buns, regular 4-inch, enriched. White Whole Wheat, plain top. Prefer 8 pack, Weight approximately 684g per package
   Pack_____
   Price per pack_____
   Brand name_____

3. Hotdog Buns, regular 6-inch, enriched. White Whole Wheat. Prefer 8 pack approximately 400g per package. State pack and price per pack.
   Pack_____
   Price per pack_____
   Brand name_____

4. Hoagie Rolls, 7-inch, White Whole Wheat, enriched. Prefer 6 pack, approximately 372g per package State pack and price per pack.
   Pack_____
   Price per pack_____
   Brand name_____

5. Dinner Rolls, White Whole Wheat 4-inch, enriched. Bulk wrap and 16 pack. Weight approximately 496g per package. State pack and price per pack.
   Pack_____
   Price per pack_____
   Brand name_____

6. English Muffins, White Whole Wheat split. Prefer 6 pack approximately 372g per package.
   Pack_____
   Price per pack_____
   Brand name_____

7. Bagel – White Whole Wheat, enriched - Plain Prefer 6 pack approximately 372g per package.
   Pack_____
   Price per pack_____
   Brand name_____

8. Gluten Free White Sandwich Loaf, 14 slice
   Weight/sl per loaf_____
   Price per loaf_____
   Brand name_____

9. Gluten Free 7 Grain Sandwich Loaf, 14 slice
   Weight/sl per loaf_____
   Price per loaf_____
   Brand name_____

10. Gluten Free Plain Bagel, 4 pk
    Pack_____
    Price per pack_____
    Brand name_____

11. Gluten Free Hamburger Buns, 4 pk
    Pack_____
    Price per pack_____
    Brand name_____

*All bread is expected to be at least 51% Whole Grain-rich to meet USDA guidelines. Please provide documentation to confirm.

ATTACHMENT A

Springfield School District No. 19
Certificate of Independent Price Determination

Springfield School District No. 19 and the Proposer _____ shall execute this Certificate of Independent Price Determination.

(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 before opening in the case of an advertised procurement or before 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 REP. TITLE DATE

ATTACHMENT B

Certification Regarding Federal Matters

Springfield School District No. 19

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 are not 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 based on 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 outlined in 40 CFR Part 247.

(8) Compliance with applicable audit requirements and responsibilities outlined 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.).

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 Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by

agencies, and Vendors declared ineligible under statutory authority other than Executive Order No. 12549. Sub-vendors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals before award.

(10) 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.

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

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

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

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

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

<table>
<tr><td colspan="2">I, the official named below, certify that I am duly authorized to legally bind Proposer to this Certification Regarding Federal Matters:

Proposer Name (Printed)</td></tr>
<tr><td colspan="2">By (Authorized Signature of Person with Authority to Obligate the Proposer), and Date</td></tr>
<tr><td>Printed Name</td><td>Title of Person Signing</td></tr>
</table>

Attachment C

Springfield School District No. 19

Certification Regarding Disclosure of Lobbying Activities

(Complete the applicable form)

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

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

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

_____

_____

_____

Name/Address of Organization

_____

Name/Title of Submitting Official

_____ _____

Signature **Date**

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:_____
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:_____
a. bid/offer/application
b. initial award
c. post-award

3. Report Type: _____
a. initial filing
b. material change

For Material Change Only:
Year _____
Quarter _____
Date of Last Report _____

4. Name and Address of Reporting Entity:
_____Prime _____Subawardee
Tier_____, if known:

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

Congressional District, if known:

Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known:
$

10a. Name and Address of Lobbying Entity:
(if individual, last name, first name, middle)

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

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

___ Actual_____Planned

12. Type of payment (check all that apply):
___a. retainer
___ b. one-time fee
___c. commission
___ d. contingent fee
___ e. deferred
___ f. other; specify: _____

13. Form of Payment (check all that apply):
___ a. cash
___ b. in-kind; specify:
Nature_____
Actual_____

14. Continuation Sheet(s) SF-LLL-A Attached:
Yes_____(Number_____)
No _____

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

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone: _____

Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form -- LLL

This disclosure form shall be completed by the reporting entity, whether 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 Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF- LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and the 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 Sponsors one organizational level below agency name, if known. For example, the Department of Transportation and the 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, 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.
    (b)Enter the full names of the individual(s) performing services and include the 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 the 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 the 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 activities, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress who 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 D

Springfield School District No. 19

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 regulations 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 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 site of operations, owned, sponsored, or supervised by the Vendor.

SIGNATURE/TITLE OF THE VENDOR AUTHORIZED REPRESENTATIVE DATE

ATTACHMENT E

Springfield School District No. 19

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 whom 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 Non-procurement List

8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records 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.