

**REQUEST FOR PROPOSALS**

**for**

**MULTIPLE DISTRIBUTORS of**

**FOOD SERVICE PRODUCTS**

**Ontario School District**

**Nutrition Services**

Date of Issue: **Wednesday, May 20th, 2020**

Closing Date: **Thursday, June 18th 2020**

**Contact:**

Emily Maeda, Purchasing Agent

Ontario School District 8C

195 SW 3rd Ave

Ontario, OR 97914

Phone: (541) 889 - 5374

Email: [emaeda@ontario.k12.or.us](mailto:emaeda@ontario.k12.or.us)

**ADVERTISEMENT FOR PROPOSALS**

The Ontario School District 8C is requesting sealed proposals from qualified vendors to provide PRODUCE, MILK, BREAD, AND NON-FOOD PRODUCTS for the Nutrition Services Department for the 2020 - 2021 school year. The District is seeking Vendors who are willing and able to assist in providing meals to the District’s students, and to foster a mutually beneficial relationship based on commitment, transparency, and flexibility. Vendors who demonstrate an ability to meet the enclosed requirements, specifications, and timelines are invited to submit a proposal as specified herein.

The RFP along with all Attachments may be obtained at the Ontario School District website, **ontario.k12.or.us**, under “Bids and Procurement” in the “Nutrition Services” tab.

Proposals will be received at the Ontario School District Office, located at 195 SW 3rd Ave, Ontario, Oregon 97914 until Thursday, June 18th, 2020 at 2:00pm MST. Proposals received after the time and date established will not be considered.

Notice of Award will be posted on the District website under the Nutrition Services Department by June 22nd, 2020.

The District intends to award contracts to the top successful Proposers for an initial term of one (1) year with the option to extend for five (5) additional one (1) year periods. The effective dates of this contract shall be July 1, 2020 through July 1, 2021.

Proposers shall submit *signed* proposals along with all attachments in accordance with the instructions provided in the RFP.

For any questions regarding this RFP, contact Emily Maeda, Purchasing Agent, at [emaeda@ontario.k12.or.us](mailto:emaeda@ontario.k12.or.us) or (541) 889 - 5374.

**Pam Suyematsu, Nutrition Services Director**

Ontario School District 8C

195 SW 3rd Avenue

Ontario, Oregon 97914

(541) 889 - 5374

[psuyematsu@ontario.k12.or.us](mailto:psuyematsu@ontario.k12.or.us)

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**SECTION 1: GENERAL INFORMATION AND OVERVIEW**

1. **OVERVIEW**
   1. The Ontario School District 8C is requesting sealed proposals from qualified Vendors to provide various food service products for the Nutrition Services Department for the 2020 – 2021 school year. The District is seeking a Vendor partner who is willing and able to assist in providing meals to the District’s students, and to foster a mutually beneficial relationship based on commitment, transparency, and flexibility.
   2. These instructions outline the proposal submission procedures, evaluation criteria, and the award of a contract. 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 District's attention in advance of the date the proposal is due, protests or appeals based on such defects, ambiguities, omissions, or errors will not be favorably considered.
2. **CONTACT INFORMATION AND TERMS**
   1. Pam Suyematsu, Nutrition Services Director

[psuyematsu@ontario.k12.or.us](mailto:psuyematsu@ontario.k12.or.us)

(541) 889 - 5374 ext 3223

* 1. Emily Maeda, Purchasing Agent and RFP Contact

[emaeda@ontario.k12.or.us](mailto:emaeda@ontario.k12.or.us)

(541) 889 - 5374 ext 3369

* 1. The "**District**" – refers to the Ontario School District and the Department of Nutrition Services.
  2. The "**Proposer**" – refers to any entity submitting an offer in response to this solicitation.
  3. The "**Vendor**" – refers to any Proposer(s) awarded a contract.

1. **BACKGROUND**
   1. The Nutrition Services Department provides meal services for seven (7) schools within the Ontario School District; there are four (4) running cafeteria kitchens and three (3) transport schools. The District is comprised of 2,437 students, serving approximately 1,500 breakfasts, 2,200 lunches, and also provides an After School Snack Program.
2. **PURPOSE OF RFP**
   1. The purpose of this Request for Proposals is to establish a contract for the purchase of produce, milk, bread, and non-food products in conjunction with the needs for the District. The objective is to minimize costs while providing flexibility and productivity. Although the successful Vendor will be designated as the sole provider of the specific awarded item(s) to the District during the effective period of the contract, it is hereby agreed and understood that the Vendor will be required to provide periodic shipments of items during various delivery cycles throughout the term of the contract. The District also reserves the right to purchase off contract for other items.
   2. The objectives for an established contract through this RFP include the following:

* Minimize product costs
* Meet delivery requirements for the District
* Maintain product quality throughout the agreement period
* Allow flexibility in order placement
* Give price stability for budget planning
* Consider total cost for the District

1. **OVERVIEW OF SERVICES NEEDED**
   1. Local delivery and sales representative in the Ontario area
   2. Fully trained delivery and sales representative to guarantee acceptable service response
   3. Regular office hours compatible with that of the District’s (8am - 5pm, Monday through Friday)
   4. Access to sufficient trucks, delivery hardware, and product to service these accounts
2. **CONTRACT**
   1. The contract period shall be from July 1, 2020 through July 1, 2021. The initial contract is for a one-year period with four possible one-year renewals.
3. **IMPORTANT DATES AND MILESTONES (subject to change)**

|  |  |
| --- | --- |
| **DATE** | **EVENT** |
| 05/20/2020 | Request for Proposals |
| 06/08/2020 | Questions and Requests for Clarifications Deadline |
| 06/18/2020 | Proposals Due |
| 06/19/2020 | Notice of Intent to Award |
| 06/22/2020 | Award Contract |

**SECTION 2: SCOPE AND SPECIFICATIONS**

**Food service products** are to be supplied and delivered in accordance with the following:

1. **PRODUCT QUALITY**
   1. All products sold to District shall be warranted and guaranteed to be merchantable by the Vendor and fit for the purpose for which it is intended.
   2. Produce shall have a minimum of 95% left on the "sell by", "freshness date", or "pull date" at time of delivery. *"Pull date" is the end of the shelf life for purposes of this proposal.*
   3. Any additional specification information is noted in the Price Proposal Spreadsheet and must be adhered to along with the specification information herein the main proposal document.
2. **DEVIATIONS FROM SPECIFICATIONS**
   1. If there is any deviation in the pack, source, quality, etc. of an item requested, from that prescribed in the specifications, the difference must be clearly indicated and approved by the District. During the term of the Contract, the Vendor must adhere to the pack and size specifications.
3. **SPECIAL ORDERS**
   1. Any item considered a special order by the Proposer must be noted and lead items for said products must be specified on the Price Proposal Spreadsheet. With the exception of stated lead time, special order items will be considered as regular products for all other aspects relating to terms and conditions stated herein.
4. **BRAND, PACK SIZE, PRODUCT SPECIFICATION CHANGES**
   1. The Vendor shall not change the brand, pack size, or product specifications, including, but not limited to, ingredients and product formulations, unless circumstances arise that are out of the Vendor’s control. Notice in writing with an explanation for the change shall be given to the District fifteen (15) business days prior to any change.
5. **SUBSTITUTIONS**
   1. All substitute products offered shall be approved by the District before shipment of the order.
   2. All substitute items shall be equal to or better than the original item. The determination of equivalency will be based solely on the opinion of the District.
   3. If there is a price difference in the unit price (unit as determined by the District) between the original item and the substitute time, then the District shall be charged whichever is lower.
   4. All substituted items, when applicable, shall be accompanied by the following:

* CN label and/or Nutritional Information on all food products
* Material Safety Data Sheets (MSDS) for all items awarded that are classified as hazardous under OAR 437 Division 155.

1. **PACKAGING AND LABELING**
   1. All products shall be packed and prepared under sanitary conditions and in accordance with good commercial practice. All packaging shall be wholesome, safe and in sanitary condition. Cartons and carriers used to transport products from the Vendor's plant shall be clean and sanitary at all times.
   2. Package size must be the manufacturer’s standard, unless otherwise specified by the District on the Proposal Spreadsheet.
   3. Package:

* Must protect the taste, aroma, visual and other palatable properties measured by the senses and other quality characteristics of the product;
* Must protect the product against microbiological and other contamination;
* Must protect the product from dehydration
* Must NOT pass on to the product any odor, taste, color, or other foreign characteristics through the processing (where applicable) and distribution of the product up to the time of receipt into the District’s facilities.
  1. Labeling of all containers shall comply with Federal Food, Drug and Cosmetic Acts and related legislation including latest revisions. Packaging must be in accordance with good commercial practice. Package size to be manufacturer's standard unless otherwise specified. Proposers are advised to make notations for items found on Pricing Attachment which have had packaging changes by the producer and price accordingly. Failure to make notation will be construed as merchandise being furnished as specified.
  2. Each shipping container shall be labeled legibly to show:
* Name of product contained
* Item number
* Product number
* Net Weight
* Plant number
* Name, address and date packed (month, day, year)
* Best Used By/Expiration Date
* Chilled products shall be marked "Keep Under Refrigeration"
* "ROOM TEMPERATURE" held products shall be labeled as such
* Labels shall display clearly the Port of Origin and Country of Origin.
  1. The Vendor shall provide split cases as requested by the District. No case split fees shall apply as a result of this request.

1. **GENERAL DELIVERY AND PERFORMANCE SCHEDULE**
   1. The Vendor must meet the highest standards prevalent in the industry or business most closely involved in providing the Goods or Services that the District is purchasing.
   2. The Vendor shall make delivery to the District as requested throughout the school year. Deliveries shall be made as needed and within the timeframe requested for each school. Delivery charges are (F.O.B.) and must be included in the Proposer's pricing.
   3. The Vendor shall provide packing slips with each shipment identifying items ordered by the District's item number(s), quantity ordered, purchase order, master PO number and associated invoice numbers.
   4. All deliveries shall be organized for easy off loading and receipting. The Vendor shall deliver, unload, and place the product in the School or Building as directed. The Vendor will remove all debris and rubbish resulting from Delivery off site in a responsible manner. The premises shall be left in a neat, unobstructed condition upon completion of the delivery.
   5. Delivery schedule and frequency will be determined by the District to assure proper inspections. Delivery schedule may be amended to allow additional delivery sites and times as required by the District. Schedules may be altered or changed to serve the needs of both parties, but must follow the schedule below if any alternate agreement cannot be reached. Under no circumstances will deliveries be accepted during lunch service.
   6. Expected delivery sites and times:

* Ontario High School – Mondays, after 5:30AM
* Alameda Elementary – Mondays, between 5:30AM - 7:30 AM
* Ontario Middle School — Mondays, between 5:30 AM - 7 AM
* May Roberts Elementary School — Mondays, between 5:30 AM — 7:30 AM

1. **DELIVERY DELAYS**
   1. If delivery delays are foreseen, the District must be notified within 24 hours of the Vendor’s knowledge of such delay. The Vendor shall keep the District advised of the status of deliveries.
   2. Failure to meet delivery dates may constitute a breach of Contract by the Vendor, which may subject the Vendor to termination under terms and conditions of the resulting Contract.
   3. In the event of default by the Vendor of their obligations, the District reserves the right to obtain the required products elsewhere. The Vendor would be responsible for any differences in price for the replacement products. Products that do not meet District or HACCP Specifications may be rejected and replacement of the rejected products shall occur 24 hours of the delivery date at no cost to the District.
2. **HOLIDAYS/SCHOOL CLOSURES**
   1. In the event of a school holiday or school closures due to inclement weather, deliveries shall be made the next day that schools are open, or deliveries will be coordinated between District and Vendor.
3. **REFRIGERATED GOODS**
   1. The Vendor will assure that all products are processed, packaged, and stored in humidity elevated (90-95%), ventilated (air circulating), and refrigerated areas that are sufficient to maintain product quality and excellence until the delivery of products into the District’s refrigerator, as the product requires for safe food handling.
   2. Refrigerated items are not to exceed an internal temperature of 40 degrees F, or reach an internal temperature lower than 32 degrees F. Refrigeration system condensation shall not come in contact with the product.
   3. All refrigerated goods shall be delivered and placed inside coolers on a first-in-first-out basis, unless otherwise directed by the delivery site.
   4. Refrigerated perishable items must have at least a two week shelf life on date of delivery.
4. **FROZEN GOODS**
   1. All frozen products must be delivered in a frozen state at a temperature of 0 degrees F with a maximum temperature of 10 degrees F; this temperature range must be maintained during transit and delivery. There shall be no signs of freezer burn, and no evidence of thawing at the time of delivery. Any products that fail to meet these requirements will lead to further examination and may result in rejection of the product.
   2. All frozen goods shall be delivered and placed inside freezers on a first-in-first-out basis, unless otherwise directed by the delivery site.
5. **DRY GOODS**
   1. All dry goods shall be delivered and placed inside dry goods store rooms on a first-in-first-out basis, unless otherwise directed by the delivery site.
6. **PRODUCT RECALLS**
   1. If a product recall is instituted on an item that has been delivered, the Vendor will immediately notify the District within 24 hours. The Vendor will be responsible for all costs associated with replacement product, shipping charges, and/or product credit.
   2. If at any time it is determined that the health and/or safety of the customers at the District are affected by the usage of this product, the Vendor and/or Vendor's processor must and will assume full liability.
7. **FOOD SAFETY TESTING**
   1. The District reserves the right to submit a sample of any product to an independent laboratory for analysis as listed for each product. Testing of perishable products may include monitoring acceptable chemical levels and maximum bacteria levels on designated products. Random sample testing may be performed during the resultant contract as required by the District. Such analysis is to be paid for by the District if the product meets the specifications. If the product fails to meet specification analysis, the Vendor will be billed for the analysis by the laboratory and shall pay all such billings within thirty (30) days. Additionally, the Vendor shall immediately replace or refund the District for all remaining affected product within five (5) working days of notification. Vendor will be responsible for all shipping, disposal, return, and restocking fees. The District reserves the right to have non-compliant products shipped to and stored in commercial storage facilities at the Vendor's expense if the five (5) working day deadline is not met.
   2. Failure of the product to meet specifications and acceptable chemical and bacterial levels may be considered a breach of Contract and addressed as stated in the Contract terms and conditions. . All noncompliant products at the time of analysis must be picked up and a refund issued to the District within 48 hours.
8. **FOOD SECURITY PREVENTATIVE MEASURES**
   1. Food Security Preventive Measures shall be employed by the Vendor to minimize the risk that food under their control is subject to tampering or criminal or terrorist actions.
   2. It is understood that unless specifically approved by the District, all products furnished by Vendor shall be maintained in facilities owned and operated by the Vendor, during the term of any resultant Contract.
9. **FOOD SAFETY**
   1. The Vendor's premises, equipment, supplies and warehouse facilities shall be maintained, throughout the life of the contract, in conditions satisfactory to the District and in compliance with the State of Oregon Health and Sanitation Code. The Vendor shall adhere to the highest standards of cleanliness and sanitary practices, including the food distributor's employee's appearance and performance in the preparation, service, transportation, and storage of food and related items.
   2. The Vendor's facility shall be subject to inspection at all times. If in the opinion of the District sanitary conditions are unsatisfactory, this may be considered a breach of contract and shall be addressed as stated in the contract terms and conditions. . Any losses incurred by the District as a result of such a termination shall be charged against the Vendor.
10. **INSPECTION**
    1. Delivery of items that do not meet all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Vendor at no cost to the District.
11. **PRICING**
    1. All pricing submittals shall be entered into the Price Proposal Spreadsheet. To obtain the Price Proposal Spreadsheet, please email [psuyematsu@ontario.k12.or.us](mailto:psuyematsu@ontario.k12.or.us). This document must be included in your proposal. Should you have additional product items not listed that you offer, please include those in "Additional Items Offered" on the second tab, in the Price Proposal Spreadsheet.
    2. Fixed Prices - Prices will remain fixed for the one year from the date of the award. The firm fixed price will be subject to an annual escalator provision, made at the time of the price agreement renewal, based on CPI for Food Away From Home. The specific CPI used is: CPI-U All Urban Consumers: US City Average Food Away From Home. Use the CPI for the 12 month period of March of 2020 to March of 2021.
    3. Volatile Prices - Due to fluctuating market prices, the Vendor will indicate on the bid document, how items will be priced as follows:

* Yearly — prices will remain unchanged for the year of the contract.
* Monthly — prices can be updated on a monthly basis. Prices are to be submitted electronically on the last day of the month by 9:00 a.m. to the Nutrition Services Supervisor or designee.
* Weekly — prices can be updated on a weekly basis. Prices are to be submitted electronically on the Friday preceding the week affected by 9:00 a.m. to the Nutrition Services Supervisor or designee.
  1. Discount Payment Terms - The Proposer may indicate any discounts proposed for early payment.
  2. Volume Discount - The Proposer may indicate any discounts for volume purchases in their proposal.
  3. Returns - The Vendor shall allow returns within 3 days of delivery at no charge. All items to be returned for credit must be picked up within the 3 day period or will be discarded. Photos of damaged items will not be available.
  4. Estimated Purchase Quantities - The volume of service indicated is an estimate of anticipated one-year purchases and are offered solely for the purpose of Proposal submission and evaluation. The estimates provided are based on the previous year purchases. Larger or smaller volume may be purchased, and there is no guarantee of purchases as a result of this solicitation.
  5. Price changes need to include the following information: Product name, grade, packaging weight, vendor's cost, the fixed markup cost (2 CFR 200.323(d): The cost plus a percentage of cost must not be used) and the total cost per case (the price that will be invoiced for each item). The fixed markup must remain the same for the first 12 months of the contract. This RFP requests a monthly or weekly fixed price with allowable economic price adjustments, including both increases and decreases not to exceed the San Francisco USDA Terminal Market prices as found on the USDA Agricultural Marketing Service website.
  6. Prices quoted must be exclusive of federal, state, and local taxes. If the Proposer believes that certain taxes are payable by the District, the Proposer may list such taxes separately, directly below the unit prices for the affected item.

**SECTION 3: SUBMISSION REQUIREMENTS AND QUALIFICATIONS**

1. **MINIMUM QUALIFICATIONS**
   1. Be an established, full line distributor with at least ten years’ experience;
   2. Offer responsive delivery services;
   3. Act as a resource for coordinating timely delivery schedules;
   4. Provide new marketing and product information as they become available on the market;
   5. Be able to make deliveries before the school day starts, where and when the District requires;
   6. Be able to deliver to all school and support locations throughout the District, as required; and
   7. Provide a list of references that have similar delivery contracts.
   8. Be able to begin services on July 1st, 2020.
2. **OTHER REQUIREMENTS**
   1. All proposals shall be for merchandise delivered F.O.B. destination (Ontario, OR).
   2. All shipping and handling charges are to be included in the proposal amount.
   3. Terms are net 30 from the end of the month in which all the purchases for the month are collated and summarized into a statement. Payment will be made within 30 days after receipt of both product and invoice, from whichever date is later. Receiving records and invoices must match exactly before payment will be processed. Invoices must be mailed or emailed by the immediately following delivery.
   4. All costs and/or charges must be clearly identified in the bid document submittals.
   5. Any rebate or saving that the vendor receives must be passed on the District.
   6. For specified requirements for this RFP, refer to SECTION II: SCOPE AND SPECIFICATIONS.
3. **SUBMISSION REQUIREMENTS**
   1. Each Proposer shall submit a minimum of four (4) hard copies as well as one (1) electronic copy of their proposal. Proposals must also be accompanied by the required Attachments, listed below. Only one proposal per Proposer shall be allowed. Sealed proposals must be clearly marked as follows:

**Nutrition Services: Produce**

**Ontario School District 8C**

**ATTENTION: Pam Suyematsu**

**195 SW 3rd Ave**

**Ontario, Oregon 97914**

* 1. In addition, the name and address of the Proposer must appear on the outside of the envelope. Properly marked envelopes will not be opened until the RFP closing date and time; the District shall not be responsible for the premature opening or failure to open any proposal that is not properly addressed or identified.
  2. Electronic proposals may be sent to: Emily Maeda at [emaeda@ontario.k12.or.us](mailto:emaeda@ontario.k12.or.us) and cc: Pam Suyematsu at [psuyematsu@ontario.k12.or.us](mailto:psuyematsu@ontario.k12.or.us). Flash drives will also be accepted.
  3. All proposals must be received at the District Office no later than the date and time specified in this RFP. The District will not be responsible for proposals delivered by Proposer, Postal Service, or any other means to any location other than the Administrative Office.

***By signing and returning a proposal, the Proposer acknowledges it has read and understands the terms and conditions contained in the RFP and that it accepts and agrees to be bound by these.***

***The proposal shall be firm, irrevocable, valid, and binding on the Proposer for not less than 60 days from the proposal due date and time, unless otherwise specified. The District may request either orally or in writing that a Proposer extend the time for acceptance.***

1. **REFERENCES**
   1. References are required as part of the response to this solicitation. See Attachment K. Failure to provide references as specified shall be grounds for rejection of proposal.
   2. District reserves the right to investigate references including customers other than those listed in Proposer's submission. Investigation may include past performance of any Proposer with contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.
2. **PRICE PROPOSAL SPREADSHEET**
   1. The Price Proposal Spreadsheet may be obtained through the District website, <https://www.ontario.k12.or.us/>, under the *Departments*, *Nutrition Services*, *Bids and Procurement* tab. Proposer’s shall fill out the applicable tab(s) in the Excel Document (Bread, Milk, Produce, Paper Products, and/or Cleaning Products). For questions, please email emaeda@ontario.k12.or.us. Please print and attach to your proposal.
3. **PROPOSAL FORMAT –** To simplify and expedite the review process, the District requests that candidates prepare proposals in the standard format specified below:
   1. Title Page – Proposer should identify the RFP subject, name of the firm, local address, telephone number, fax number, name and title of contact person, date of submission, and period for which the proposal is effective.
   2. Table of Contents – The table of contents should include a clear and complete identification by section and page number of the materials submitted.
   3. Transmittal Letter – The transmittal letter should be not more than two pages long and should include as a minimum the following:

* A brief statement of the Proposer's understanding of the objective of the services to be performed;
* A positive commitment to perform the services within the time period specified;
* The names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

1. **SUBMITTALS REQUIRED –** Each submittal shall contain the following forms:
   1. Four (4) hard copies along with one (1) electronic copy of the Proposal, including Title Page, Table of Contents, and Transmittal Letter
   2. Price Proposal Spreadsheet (obtained by the District)
   3. ATTACHMENT A: Proposal Submittal Form, signed and dated
   4. ATTACHMENT B: Questionnaire Part 1-2
   5. ATTACHMENT C: Certification of Non-Discrimination and Residence
   6. ATTACHMENT D: Signed Signature Page
   7. ATTACHMENT E: Certification of Business Inclusion and Diversity Plan
   8. ATTACHMENT F: Certificate of Federal Matters
   9. ATTACHMENT G: Suspension and Debarment Certificate
   10. ATTACHMENT H: Clean Air and Water Certification
   11. ATTACHMENT I: Certification Regarding Lobbying
   12. ATTACHMENT J: Return Policy
   13. ATTACHMENT K: References

**SECTION 4: SOLICITATION PROCESS**

1. **PUBLIC NOTICE –** See ADVERTISEMENT FOR PROPOSALS on page 2 of this RFP.
2. **CHANGE, CLARIFICATION, OR PROTEST**
   1. Proposers may submit *written* questions relating to the solicitation process, deadline, method of award, specifications, or technical aspect of the RFP at least ten (10) days before proposal opening.
   2. Send questions to Emily Maeda at emaeda@ontario.k12.or.us, or directly to the District Office, 195 SW 3rd Ave, Ontario, OR 97914.
   3. Submissions must include:

* A detailed statement of the legal and factual grounds for change, clarification, or protest; and
* A description of the resulting prejudice to the Proposer; and
* A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.
  1. All submitted requests or protests must be clearly marked to facilitate handling.
  2. PROTEST OF INTENT TO AWARD – 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 seventh (7th) calendar day after the NIA is published. 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:
* Because their offer was non-responsive; or
* 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.
  + 1. 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. The District shall not consider a protest that is submitted after the established time period.
    2. The aggrieved Proposer must serve all other Proposers with notice of its appeal to allow for rebuttal.
    3. Failure to give written notice of appeal to the District as provided herein constitutes a waiver by the aggrieved Proposer of any objections to the NIA.
    4. Disagreement with the bidding process is not justification for appeal.
    5. Protest Decision: Upon receipt of any appeal, the Procurement and Contract Manager 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 School Board. The aggrieved Proposer must notify the Procurement and Contract Manager in writing before such action is taken.

1. **ADDENDA**
   1. If needed, written clarifications to this RFP will be made in writing and sent to all proposers in the form of an addendum. An addendum will be provided to all proposers who received the initial RFP. Once the proposal due date has passed, addenda will be provided to all proposers who submitted a proposal. Only those representations made via written addenda shall be binding upon the District.
2. **MODIFICATIONS AND WITHDRAWALS**
   1. Any Proposer may modify their proposal by registered communication at any time prior to the scheduled closing time for submittals, provided such communication is received prior to the closing time. Proposals may be withdrawn by written request from the Proposer prior to the time fixed for opening the proposals. Any modification or withdrawal shall be submitted in writing, prepared on the Proposer’s letterhead, signed by an authorized representative, and shall state the action requested.
3. **PROPOSALS DUE**
   1. Thursday, June 18th, 2020
   2. A proposal received after the due date and time is considered LATE and will NOT be accepted for evaluation. Proposals received after the specified due date and time shall not be considered and shall be held unopened by the District until after the award of the contract.
   3. The District 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 District reserves the right, at its discretion, to consider offers that have been delayed or mishandled by the District.
4. **ACCEPTANCE PERIOD**
   1. All offers submitted shall remain in force for a period of sixty (60) days in order to provide time for evaluation of offers received and approval of proposed awards. The District shall request in writing any extension of this sixty (60) day acceptance period.
5. **COSTS**
   1. The District is not liable for any costs incurred by the Proposer in preparation of the Proposal. The RFP does not commit the District to paying any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.
6. **PUBLIC OPENING**
   1. Each Proposal will be electronically or mechanically time-stamped or marked by hand the date and time it was received. Proposals shall be held unopened and stored in a secure place until the RFP due date and time.
   2. Failure to submit proposals in the specified format shall be considered just cause for rejection of the proposal at the sole discretion of the District.
   3. When the proposal due date and time has passed, the District will cause the proposals to be opened and recorded. The number of proposals received, the identity of Proposers, or the contents of a proposal will not be disclosed to the public until all proposals are evaluated and recommendation for award has been determined.
7. **PROPOSAL CANCELLATION / REJECTION**
   1. The District may cancel the solicitation if such cancellation is in the best interest of the District. The District may reject for good cause any offer:

* That is not in compliance with prescribed RFP procedures and requirements; or
* Upon the District's written determination it is in the public interest to do so; or
* If the Proposer is not responsible, e.g., the Proposer has failed to perform under some other contract of a similar nature with the District; or
* If the offer is not signed in ink; or
* When the Proposer fails to supply an offer security or performance bonds, specifications, samples, descriptive literature, references, etc., when such is required or requested; or
* When the Proposer fails to include acknowledgement of all addenda issued; or
* When the offer contains an alteration or erasure, which is not initialed by the signer.
  1. The District reserves the right without prejudice to reject any and all proposals.

1. **CLARIFICATION OF RESPONSES**
   1. The District reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.
2. **REFERENCES**
   1. References are required as part of the response to this solicitation. Please refer to Section 3 for required references to be provided with proposal submissions. Failure to provide references as specified shall be grounds for rejection of proposal.
   2. The District reserves the right to investigate references including customers other than those listed in Proposer's submission. Investigation may include past performance of any Proposer with contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.
3. **EVALUATION**
   1. The District shall review offers to determine whether an offer is responsive and/or a Proposer is responsible. The District will award a contract only to a responsible Proposer with a responsive offer. Unless expressly authorized, Proposers shall not make their offer contingent upon the District's acceptance of any specifications of contract terms that conflict with or are in addition to those in this Bid.
   2. An evaluation committee to review any and all request for proposals shall be established by the District and shall evaluate all proposals with specific regard to the referenced categories. They shall also consider whether all conditions of the request for proposal have been met by any individual proposal, and shall also consider whether each vendor submitting a proposal is responsible and qualified to perform the work called for in this request for proposal and the resulting proposal, having sufficient expertise, experience, and financial backing to properly complete the project throughout the life of the contract.
   3. Scoring will be based on the following:

* Cost of the produce items in calculating the lowest total cost; price of most frequently used produce will be reviewed. (0-50 points)
* Product quality and availability; Product lines insuring best customer needs; Sample quality (0-20 points)
* Service and Deliveries: Previous delivery experience, timeliness, driver service and professionalism; Sales Representative's record; Previous experience and local reference checks; Invoicing and accounts receivable processes. (0-20 points)
* Available professional training and ability to communicate new market trends and products; Ability of Vendor to provide local produce (grown within 500 mile radius of the School District); Strength of Safety and Sanitation program (0-10 points)

1. **RESPONSIBLE / RESPONSIBLE PROPOSER**
   1. A responsive proposal is one that conforms in all material respects to the RFP. The District reserves the right to waive technicalities or minor informalities in determining a Proposer's responsiveness.
   2. A responsible Proposer is a person or firm that has the capability in all respects to perform fully the contract requirements, as well as the tenacity, perseverance, expertise, integrity, reliability, capacity, facilities, equipment, staff, and credit that will assure good faith performance.
2. **AWARD**
   1. The District shall award the contract only to the responsible Proposer that submits the successful offer and that meets any special evaluation criteria.
   2. After the evaluation process is complete the District shall provide written notice to all Proposers of the District's intent to award the Contract (Notice of Intent to Award — NIA). Public notice of award will be made by posting the NIA on the District's website. The District's award shall not be final until the latter of the following:

* Seven (7) days after the date of the NIA, unless otherwise provided; or
* Until the District provides a written response to all timely-filed protests (if any) denying the protest and affirming the award. See the Protest of Intent to Award clause for more on protests.
  1. A contract shall be awarded only to the responsible Proposer that submits the highest scoring and most responsive proposal which meets and complies with all solicitation requirements as determined by the evaluation factors, provided that the proposal is reasonable and it is in the best interest of the District to accept it.
  2. 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 any contractual obligations may result in cancellation of the award.
  3. Upon Award, the Vendor shall provide the District the following information:
* Contact name, and fax number for placing orders
* Order day, delivery day, and delivery restrictions, if any
* Order guides, forms, and file transfer protocol
* Invoicing and billing procedures
* Contact person, e-mail, and phone number for problems incurred with delivery of product, product quality, pricing, credits, and billing
* CN label and/or Nutritional Information of all food products
* Material Safety Data Sheets (MSDS) for all items awarded that are classified under OAR 437 Division 155
* Information on any rebate programs
* Information and/or training on program and ordering procedures
* Information found through research for any product changes

1. **CONTRACT FUNDING**
   1. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the District's Board of Directors, the District reserves the right to cancel fixed quantity, multi-year term or requirements contracts at no penalty.

**SECTION 5: TERMS AND CONDITIONS**

1. **ACCEPTANCE –** Signature on an Agreement shall constitute Acceptance of the offer including all the terms and conditions specified in the solicitation. Receipt of a fully executed Agreement shall cause initiation of performance by the Vendor. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Vendor are rejected unless expressly agreed to in writing by an authorized representative of the District's Purchasing Department.
2. **APPLICABLE LAW AND DISPUTES –** Any dispute with respect to this Order shall be governed by the Ontario Schools District's Administrative Regulation DJ-AR.
3. **ASSIGNMENT –** This Agreement or any interest hereunder shall not be assigned or transferred by the Vendor without the prior written consent of the District. The District shall not consent to any proposed assignment unless and until the Vendor furnishes the District with two (2) executed copies of the assignment.
4. **AUDIT –** Ontario Schools, 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 book, documents, papers, and records of the vendor, which are directly pertinent to this specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions. The vendors must maintain all required records for three years after districts make final payment and all other pending matters are closed. (2 CFR 200).
5. **BACKGROUND CHECKS –** All company personnel that will be on Ontario School premises shall agree to a thorough background check, and possible random re-check. Vendor will provide the District with a list of all company personnel that will be on-site and will update/notify Nutrition Services and the District HR department five days prior to new employees visiting sites.
6. **BANKRUPTCY –** The District may terminate this Agreement in whole or in part by written or telegraphic notice:

* If the Vendor shall become insolvent or makes a general assignment for the benefit of creditors; or
* If a petition under any bankruptcy act or similar statue is filed by or against the Vendor and is not vacated within ten (10) days after it is filed. Termination under this clause shall be in accordance with "Termination for Default" clause.

1. **BUY AMERICAN PREFERANCE –** Vendor shall purchase for resale through the Agreement, to the maximum extent practicable, domestic Food Service Products and shall comply, as applicable, and shall cause each of its sub-vendors to comply, with the applicable requirements and responsibilities set forth in the Buy American code of federal regulations 7 CFR 210.21 (d) and 7 CFR 220.16(d).
   1. Domestic Food Service Products mean:

* An agricultural commodity that is produced in the United States, and;
* A Food Service Product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
  1. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
  2. 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).
  3. Substantially means over 51 0/0 of the final processed product (by weight or volume) must consist of agricultural commodities that were gown domestically.
  4. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 10 days in advance of delivery.
  5. The request must include the:
* Alternative substitute (s) that are domestic and meet the required specifications;
* Price of the domestic food alternative substitute (s);
* Availability of the domestic alternative substitute (s) in relation to the quantity ordered;
* Reason for exception: limited/lack of availability or price (include price);
* Price of the domestic food product; and
* Price of the non-domestic product that meets the required specification of the domestic product.
  1. The Vendor will provide the district with point of origin for all products and alert the district if product cannot reasonably be provided domestically due to lack of availability or without a significant price increase.

1. **CHANGES**
   1. The District may, at any time, and from time to time by written order from the District's Purchasing Department to the Vendor, make changes in any one or more of the following:

* method of shipment or packing; and
* time and/or place of delivery, including adding or changing delivery locations and to increase or decrease the number of deliveries to delivery locations; and
* the quantity of items ordered.
  1. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Vendor hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the District, except when confirmed in writing by a member of the District' s Purchasing Department.

1. **COLLUSION –** A Proposer submitting a Proposal hereby certifies that no officer, agent or employee of District has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
2. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS –** The Vendor shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations hereunder, including the applicable provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and all regulations and standards and any amendments issued pursuant thereto. The District shall have the right to immediately terminate this agreement if the Vendor fails to comply with such acts and regulations.
3. **CONFIDENTIALITY**
   1. The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
   2. All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

* It shall be clearly marked in bulk and on each page of the confidential document.
* It shall be kept separate from the other RFP documents in a separate envelope or package.
  1. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
  2. Where such conflict occurs, the Proposer is instructed to respond with the following:
* "Refer to confidential information enclosed."
* This statement (in d. above) shall be inserted in the place where the requested information was to have been placed.
  1. Proposers who desire that additional information be treated as confidential must mark those pages as "confidential", cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire RFP cannot be marked confidential, nor, shall any pricing. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District's decision, the District may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

1. **DELAYS –** The Vendor shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated the Vendor should immediately give notice thereof to the District.
2. **ETHICS IN PUBLIC CONTRACTING –** By submitting a proposal, Proposers certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or sub-vendor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, or services.
3. **EQUAL OPPORTUNITY**
   1. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
   2. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the DAS (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
   3. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (Al)3027) found online at: http://www.ascr.usda.gov/complaint filing\_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
      * Mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

Independence Avenue, SW

Washington, D.C. 20250-9410;

* + - Fax: (202) 690-7442; or
    - Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)
  1. *This institution is an equal opportunity provider.*

1. **IDENTIFICATION OF VENDOR'S EMPLOYEES –** The Vendor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work site to display such identification as may be approved by the District. All prescribed identification shall immediately be delivered to the District, for cancellation upon the release of any Vendor employee. The Vendor shall include a clause containing the substance of this clause in all subcontracts hereunder.
2. **INDEMNIFICATION –** Except for claims arising out of acts caused by the sole negligence of the District, its agents, servants or employees, the Vendor, and employees of such, agrees to indemnify and hold harmless the District, its agents, servants, and employees, from acts or omissions of any nature whatsoever of the Vendor, its agents, servants, and employees, causing injury to, or death of person (s) or damage to property arising out of services provided and from any expense incident to the defense of the District there from. The Vendor agrees to hold the District harmless from and to defend it against, any and all claims arising out of this Agreement.
3. **INSPECTIONS –** Delivery of items that do not meet all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Vendor at no cost to the District.
4. **INSURANCE –** Before commencing work, the Vendor shall procure and maintain insurance with an insurance carrier satisfactory to the District. Certificates of such insurance issued by the Vendor's insurance carrier shall be filed with District before commencement of work. District shall be additionally insured on auto and liability policies:
   1. Worker’s Compensation and Worker’s Liability – As required by statute.
   2. Comprehensive Automobile Liability – owned, non-owned and hired vehicles: $2,000,000.00 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate.
   3. Commercial General Liability – to include premises operations, independent Vendors, products/completed operations, and blanket contractual: $2,000,000.00 Combined Single Limit Bodily Injury, Property Damage, and personal injury-any one occurrence and with an annual aggregate limit of $4,000,000.00.
   4. Professional Liability Insurance – covering errors and omissions of Vendor and employees with a limit of $2,000,000.00 per occurrence and with an annual aggregate limit of $4,000,000.
   5. Certificates of Insurance shall be issued to Ontario School District 8C 195SW 3rd Ave, Ontario, OR 97914.
   6. The Vendor agrees to pay for the insurance specified and agrees to provide the District with a thirty (30) day notice of cancellation if non-renewal occurs during the agreement period.
5. **NEGOTIATION WITH AWARDED VENDOR –** The District reserves the right to negotiate final contract terms with the awarded Vendor to the fullest extent allowed by law and as in the best interest of the District.
6. **NO MODIFICATION OF ORDER –** The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District's Purchasing Department.
7. **NO WAIVER OF CONDITIONS –** The District's failure to insist upon strict compliance shall not be deemed to be a waiver of any right and waiver of a right under this Order shall not constitute a waiver  of any other right or waiver of any other default under this Order.
8. **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 Ontario 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, the District shall have the right to immediately terminate this Agreement.
9. **PROPOSER PREFERENCE –** In determining the lowest responsible Proposer, the District shall, for the purpose of awarding the contract, add a percent increase on the offer of a non-resident Proposer equal to the percent, if any, of the preference given to that Proposer in the state in which the Proposer  resides. Each Proposer must identify whether the Proposer is a "Resident Proposer" as defined in ORS 279A.120(1).
10. **PUBLICITY –** News releases pertaining to this project will not be made without prior approval by, and in coordination with the Communications Director of the District.
11. **RECYCLABLE PRODUCTS**
    1. Use of Recycled Materials – Vendor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.
    2. Preference for Recycled Materials – As required by Law, the District shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the Specifications.
    3. Sustainable Practices and Products – The District supports and encourages the use of sustainable products by the Vendor. To contribute to a clean environment for present and future generations, Vendor shall utilize sustainable products to the maximum extent feasible during the performance of this Contract. Products and practices utilized by the Vendor shall be based upon long-term environmental impact, social costs, and operational costs.
12. **SAFETY –** The vendor shall comply with all application provisions of the Occupational Safety and Health Act throughout the duration of the specified work.
13. **SMALL, MINORITY, AND WOMEN BUSINESS**
    1. Pursuant to 2 CFR 200.321 and Oregon Revised Statute (ORS) Chapter 200, and as a matter of commitment, Ontario School District encourages the participation of minority, women, and emerging small business enterprises in all contracting opportunities. Ontario School District also encourages joint ventures or subcontracting with minority, women, and emerging small business enterprises. For more information, please visit <http://www.oregon4biz.com/HowWe-Can-Help/COBID/>
    2. If the Contract results in subcontracting opportunities, the successful Proposer may be required to submit a completed COBID Outreach Plan (Attachment A) prior to execution.
14. **TERMINATION FOR CONVENIENCE –** The District may terminate a contract, in whole or in part without showing cause upon giving written notice to the Vendor. The District shall pay all reasonable costs incurred by the Vendor up to the date of termination. The Vendor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
15. **TERMINATION FOR DEFAULT** 
    1. 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:

* Standard terms and conditions included in all Contracts
* Product or service Specifications
* Delivery or completion requirements; or
* Pricing and price escalation/de-escalation clauses
  1. 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.
  2. 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:
* The effective date of termination (which may be the date of notice receipt);
* The grounds for termination,
* Notice of the time (if any) in which the District will permit the Vendor to correct the failure to perform.

1. **VENDOR'S TAX ID NUMBER –** If goods or services procured through the RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the District before payment will be made. Awarded Vendor must complete a W9 form.

**ATTACHMENT A: PROPOSAL SUBMITTAL FORM**

**ADDITIONAL REPRESENTATIONS:**

In addition to the foregoing general information, the Proposer certifies that:

1. Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements
2. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.
3. The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:
4. The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
5. Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other Proposer or competitor;
6. No attempt has been made nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
7. No School Board member or other officer, employee, or person, whose salary is payable in whole or in part from the District, has a direct or indirect financial interest in the proposal;
8. Said Proposer is not in arears to the District upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the District and has not been declared irresponsible, or unqualified, by any department of the District or the State of Oregon, nor is there any proceeding pending relating to the responsibility or qualification of the Proposer to receive public contracts, except (if none, Proposer will insert "none");
9. The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions.
10. The Proposer fully understands and submits its proposal with the specific knowledge that:
11. The selected proposal must be approved by the School Board.
12. In the event that the Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the School Board must approve the resultant contract.

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Ontario Schools to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

**SIGNATURE OF PROPOSER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ATTACHMENT B: BID SCHEDULE AND OFFER, QUESTIONNAIRE PT 1**

**VENDOR**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ESCALATION / PRICE REDUCTION CLAUSE:**

The vendor is invited to propose a method to open for discussion the need for a price change when the cost of any product has changed significantly since the beginning of the contract period. The District is willing to discuss with the vendor the need for a price adjustment and come to a mutually agreeable price change when the situation arises during the contract period. Please provide proposed wording for this clause.

For the second and/or third year of the contract, how would price change?

Other costs, (if any) that the District would incur by contracting for services and products:

Proposal Conditions/Reservations:

**SUBMITTALS LIST:**

1. List of available training and course materials for Ontario School District Nutrition Services staff improvement.
2. List of other distributed line items. These may be entered on the Price Proposal Spreadsheet, Additional Items Tab.
3. Food safety practices and inspections and how you meet or exceed industry standards.
4. Ability to provide market trends and special values to the district.

**VENDOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SALES REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ATTACHMENT B: BID SCHEDULE AND OFFER, QUESTIONNAIRE PT 2**

**Vendor History Sheet**

(Attach Additional Pages as Required)

**VENDOR**:

(dba) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(aka) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Partnership: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Started in Produce Delivery Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Started in Produce Deliver Business in Ontario: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe your capabilities to provide produce delivery service to Ontario School District (include number of vehicles, types of vehicles, storage information, drivers involved, and other pertinent date):

**PERFORMANCE HISTORY:**

Please provide the names of public agencies or schools to which you have provided produce product delivery service for 18 months or longer:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Agency Name** | **Location** | **Approx. Amt. Delivered / Week** | **Types of Services Provides** | **Dates of Service** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |

**ATTACHMENT C: CERTIFICATION OF NON-DISCRIMINATION AND RESIDENCE**

**NON-DISCRIMINATION CLAUSE:**

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

AGREED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FIRM NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT CERTIFICATE:**

Please Check One:

\_\_\_\_\_\_\_\_\_ Resident Vendor: Vendor has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of tis proposal.

or

\_\_\_\_\_\_\_\_\_ Non-Resident Vendor: Vendor does not qualify under requirements stated above.

Please specify your state residence:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OFFICER’S SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPE OR PRINT OFFICER’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT D: SIGNATURE PAGE**

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect. The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by the District policies and regulations.

The undersigned, by submitting a proposal, represents that:

1. The Proposer has read and understands the specifications and any drawings or attachments and the proposal is made in accordance here with.
2. The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this Request for Proposal may disqualify the vendor as being non-responsive

The undersigned certifies that the proposal has been arrived at by the vendor independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. \_\_\_\_\_\_\_\_\_ to No. \_\_\_\_\_\_\_\_\_ inclusive.

We therefore offer and make this proposal on furnishing the requested equipment and/or services at the prices indicated herein in fulfillment of the specifications of Ontario Public Schools.

FIRM NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL OF REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEDERAL ID NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Official. If partnership, signature of one Partner)

PRINT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IF CORPORATION, ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Corporate Officer)

**ATTACHMENT E: OREGON CERTIFICATION OF BUSINESS INCLUSION DIVERSITY PLAN**

"Certified Firm" means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as a minority-owned business, woman-owned business, service disabled veteran-owned business, or emerging small business.

**CERTIFIED FIRM PARTICIPATION**

As noted in Governor Kitzhaber's Executive Order 12-03, "Minority-owned and Woman-owned businesses continue to be a dynamic and fast-growing sector of the Oregon economy. Oregon is committed to creating an environment that supports the ingenuity and industriousness of Oregon's Minority Business Enterprise [MBE] and Woman Business Enterprise [WBEI. Emerging Small Business [ESB] firms are also an important sector of the state's economy." In 2015, HB 3303 revised ORS 200.055 to also include a certification for “…business[es] that a service-disabled veteran owns.”

According to ORS 200.090, Contracting agencies must aggressively pursue a policy to provide opportunities to Certified Firms. As such, Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Proposer has not discriminated and will not discriminate against a sub-vendor in the awarding of a subcontract because the subvendor is a Certified Firm.

Proposer further certifies and agrees that it has not discriminated and will not discriminate in its employment practices with regard to ethnicity, creed, age, religious affiliation, gender, disability, sexual orientation, or national origin.

Following bid due date and prior to Contract Award, the Proposer with the apparent highest scoring Proposal must provide, within five days of Notice of Intent to Award, a Certified Firm Outreach Plan using the form on the following page. The information submitted in response to this clause will not be considered in any scored evaluation.

1. Is Proposer an Oregon Certified Firm? Yes NO

If yes, indicate all certification type(s): DBE MBE WBE SDV ESB

Oregon State Certification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



1. Does Proposer foresee any subcontracting opportunities for this procurement? Yes NO 

*If not, do not complete the rest of this form.*

1. The Proposer shall provide a narrative description of its experience in obtaining a certified firm's participation as a sub-vendor, consultant, or supplier on previous projects, and discuss any innovative or particularly successful measures that the Proposer has undertaken. The Proposer shall include a list of Certified Firms with which it has had a contractual relationship during the past 24 months immediately preceding the date this solicitation document was issued. If none, mark the following checkbox: No prior experience obtaining participation from Certified Firms.
2. The Proposer shall provide examples where participation was achieved by Certified Firms, along with information regarding the subcontracting participation levels of Certified Firms for up to three projects/contracts that the Proposer is either currently performing or has completed within the past 24 months immediately preceding the date this solicitation document was issued. Participation by Certified Firms should be described as the percentage of the dollar value of subcontracts and material or supply contracts awarded as compared with the total dollar value of subcontracts and material or supply contracts let for each identified subject or contract. The Proposer shall describe any technical assistance or mentoring the Proposer provided to Certified Firms contracting on each project. If none, mark the following checkbox: a No prior experience obtaining participation from Certified Firms.

**Project 1 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Award Date: \_\_/\_\_/\_\_\_\_ Completion Date: \_\_/\_\_/\_\_\_\_ Contract Award Amount: $\_\_\_\_\_\_\_

Certified Firms goal percentage, if applicable: \_\_\_\_%

Certified Firms achievement percentage: \_\_\_\_%

Certified Firms subcontract award amount: $\_\_\_\_\_\_\_

Certified Firms spend achieved: $\_\_\_\_\_\_\_

Describe any technical assistance or mentoring provided to Certified Firms subcontracting on this project.

**Project 2 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Award Date: \_\_/\_\_/\_\_\_\_ Completion Date: \_\_/\_\_/\_\_\_\_ Contract Award Amount: $\_\_\_\_\_\_\_

Certified Firms goal percentage, if applicable: \_\_\_\_%

Certified Firms achievement percentage: \_\_\_\_%

Certified Firms subcontract award amount: $\_\_\_\_\_\_\_

Certified Firms spend achieved: $\_\_\_\_\_\_\_

Describe any technical assistance or mentoring provided to Certified Firms subcontracting on this project.

**Project 3 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Award Date: \_\_/\_\_/\_\_\_\_ Completion Date: \_\_/\_\_/\_\_\_\_ Contract Award Amount: $\_\_\_\_\_\_\_

Certified Firms goal percentage, if applicable: \_\_\_\_%

Certified Firms achievement percentage: \_\_\_\_%

Certified Firms subcontract award amount: $\_\_\_\_\_\_\_

Certified Firms spend achieved: $\_\_\_\_\_\_\_

Describe any technical assistance or mentoring provided to Certified Firms subcontracting on this project.

1. If the total cost of the awarded contract is expected to be greater than $100,000, the Proposer shall describe the outreach and subcontracting plan it will use, if awarded the contract, to provide Oregon Certified Firms an equal opportunity to perform any subcontracts under the contract. The plan must be realistic and based on Proposer's successful past experience. If Proposer has no previous outreach experience, the Proposer shall describe the outreach plan it intends to use if awarded the contract.

The Proposer must include the following in its plan:

* A description of the steps that the Proposer will take to solicit participation by Certified Firms;
* A description of the mentoring, technical, or other business development assistance the Proposer will provide to subvendors needing or requesting such services.

If awarded the contract, the Proposer must accept, as contract performance obligations, the outreach and subcontracting plan described in this section. *If Certified Firms are unavailable for type of work to be performed, please indicate in this section.*

COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT F: 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 USC. 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. 327330) 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. 1857th)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 1 1738, 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 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 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:
13. 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. 
14. 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.
15. 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.
16. 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.

The official named below, certify that I am duly authorized to legally bind Proposer to this Certification Regarding Federal Matters:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposer Name (Printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature of Person with Authority to Obligate the Proposer, and Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title

**ATTACHMENT G: 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 DEARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

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 PROJECT NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE DATE

**SUSPENSION AND DEBARMENT INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the following certification in accordance with these instructions.
2. The certification 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 low tier participant knowingly rendered 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 Non-procurement 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 H: CLEAN AIR AND WATER CERTIFICATE**

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

Applicable if the contract exceeds $ 150,000, or the Vending Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7401-7671 q.) 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:**

1. To comply with all the applicable standards, orders or regulation issued pursuant to the Clean Air Act, as amended , 42 U.S.C 7401-767 and the Federal Water Pollution Control Act, as amended, 33



1. U.S.C. 12511387 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.
2. 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.
3. 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.
4. 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:**

1. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C 7401-7671q, as amended by Public Law 91-604).
2. 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).
3. 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 1 1738, 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).
4. 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 procurement regulations as required by the Water Act (33 U.S.C. 13 17).
5. 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.
6. 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 I: CERTIFICATION REGARDING LOBBYING DISCLOSURE OF LOBBYING ACTIVITIES**

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 fit 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 sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients 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: \_\_** 2. contract 3. grant 4. cooperative agreement 5. loan 6. loan guarantee 7. loan insurance | 1. **Status of Federal Action: \_\_** 2. bid/offer/application 3. initial award 4. post-award | 1. **Report Type: \_\_** 2. initial filing 3. material change   **For Material Change Only:**  year \_\_\_\_\_\_ quarter \_\_\_\_\_\_  date of last report \_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| 1. **Name and Address of Reporting Entity:**   \_\_ Prime \_\_ Subawardee  Tier \_\_\_\_\_\_\_, *if known*:  **Congressional District**, *if known*: | 1. **If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**   **Congressional District**, *if known*: |
| 1. **Federal Department/Agency:** | 1. **Federal Program Name/Description:**   CFDA Number, *if applicable*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Federal Action Number**, *if known*: | 1. **Award Amount**, *if known*:   $ |
| 1. **a. Name and Address of Lobbying Entity**   (if individual, last name, first name, MI): | **b. Individuals Performing Services** (including addresses if different from No. 10a)  (last name, first name, MI): |
| 1. **Amount of Payment** (check all that apply):   $\_\_\_\_\_\_\_\_\_\_ \_\_ actual \_\_ planned | 1. **Form of Payment** (check all that apply):   \_\_ a. cash  \_\_ b. in-kind; specify: nature: \_\_\_\_\_\_\_\_  value: \_\_\_\_\_\_\_\_\_ |
| 1. Type of Payment (check all that apply):   \_\_ a. retainer \_\_ d. contingent fee  \_\_ b. one-time fee \_\_ e. deferred  \_\_ c. commission \_\_ f. other; specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 1. **Brief Description of Services Performed of to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:**   (attach Continuation Sheet(s), if necessary) | |
| 1. **Continuation Sheet(s) SF-LLLA attached:** \_\_ yes \_\_ no | |
| 1. 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 civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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-LLLA 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. 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, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item l). 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 I (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.
11. 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).
12. 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.
13. Check type of payment. Check all that apply. If payment is made through an in-kind contribution, speci51 the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
16. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

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| --- |
| A 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 date sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503. |

**ATTACHMENT J: Policies and Procedures Sheet for Handling Returns and/or Recalls**

Please submit your policies and procedures as it relates to food handling of returns and or recalls. Please carefully read the terms and conditions in the Ontario Request for Proposal (RFP) documents. If any language in your polies or procedures conflicts with the RFP, the Ontario RFP Document will supersede.

You may submit your policies and procedures on this form or submit your own form per the instructions on the Invitation to Bid. Your form must include the following information.

VENDOR NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POLICY/PROCEDURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT K: References**

Provide the names and addresses of five Agencies your company has provided services similar herein.

The District may perform reference checks to evaluate existing service.

VENDOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Customer Identification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_\_\_\_

1. Customer Identification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_\_\_\_

1. Customer Identification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_\_\_\_

1. Customer Identification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_\_\_\_

1. Customer Identification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_\_\_\_