



**REQUEST FOR PROPOSAL
(RFP)**

DAIRY

PROPOSALS DUE ELECTRONICALLY BY MAY 17, 2023, 10:00 A.M. LOCAL TIME

**BEND-LA PINE SCHOOLS EDUCATION CENTER
520 NW WALL STREET BEND, OR 97703
BUSINESS OFFICE**

PROCUREMENT AND CONTRACT MANAGER

**AMY CORONADO
541-355-1137**

SOLICITATION NO: 23-0517-01

BEND-LA PINE SCHOOLS

**REQUEST FOR PROPOSAL
DAIRY
RFP 23-0517-01**

GENERAL INFORMATION

Bend-La Pine Schools (the District), is submitting a Request for Proposal (RFP) for competitive proposals for Dairy provider. Vendors who believe their solution meets the enclosed requirements, specifications and timelines, are invited to submit a proposal as specified herein. A copy of this RFP and the required Pricing Proposal Spreadsheet is found on our District Contracting page <https://www.bend.k12.or.us/district/organization/contracting>.

Proposal Submission

Each proposer shall submit one (1) electronic copy of their proposal to amy.coronado@bend.k12.or.us. Email Subject line shall read: “**RFP 23-0517-01 DAIRY**”. All proposals must be received electronically by Amy Coronado, Procurement and Contract Manager, Bend-La Pine Schools, no later than:

MAY 17, 2023, 10:00 a.m. Local Time

At which time and place acceptance of proposals will be closed, and all proposals then received will be opened but not read. Proposals delivered after the deadline will not be accepted. Proposals submitted will remain confidential in nature until a notice of intent to award has been issued by the District.

Calendar of Events

Proposed Timetable

Event	Deadline/Date
Issue Request for Proposals	April 17, 2023
Proposer’s questions/requests received by	April 28, 2023
Release of Amendment to RFP, if appropriate	May 2, 2023
Proposals DUE Electronically by	May 17, 2023
Sample Delivery DUE between 8 a.m. – 3 p.m. on	May 17, 2023
Interviews, if necessary	May 24, 2023
Intent to Award by	May 31, 2023
Contracts signed by	June 7, 2023

We will make every effort to administer the proposal process in accordance with the Calendar of Events. However, we reserve the right to modify the proposal process and dates.

**BEND-LA PINE SCHOOLS
DAIRY
RFP 23-0517-01**

Bend-La Pine Schools is requesting proposals from qualified Vendors to support the need to provide dairy. Vendors who believe their products and services meet the enclosed requirements, specifications and timelines are invited to submit a proposal as specified herein.

Offers must be received electronically by Amy Coronado amy.coronado@bend.k12.or.us at Bend-La Pine Schools, no later than:

MAY 17, 2023, 10:00 a.m. Local Time

Method of Award: The District intends to award one contract to the top successful Vendor. The District reserves the right to award more than one contract if suitable for the District's needs.

Proposers shall submit their offers on the attachments provided in accordance with the instructions provided herein. All forms shall be completed and signed by a person authorized to bind the Proposer.

Questions and comments regarding this Request for Proposal, its terms and conditions shall be directed to Amy Coronado at (541) 355-1137 or by email amy.coronado@bend.k12.or.us. Please include in the subject line "RFP: 23-0517-01 DAIRY".

Please review the enclosed documents carefully.

Sincerely,

Amy Coronado
Procurement and Contract Manager
BEND-LA PINE SCHOOLS
(541) 355-1137
amy.coronado@bend.k12.or.us

SECTION I
INSTRUCTION TO PROPOSERS
RFP 23-0517-01

- 1. INTRODUCTION:** These instructions outline the proposal submission procedures, evaluation of proposals, and the award of a contract. The term “District” or “Contracting Agency” refers to the Bend-La Pine Schools. The term “Proposer” or “Bidder” or “Firm” refers to any entity submitting a proposal in response to this solicitation. “Proposals” may also be referred to as “offers”. The term “Vendor” refers to any Proposer(s) or Bidder(s) or Firm(s) awarded a contract.
- 2. SOLICITATION REVIEW:** Proposers must carefully review this document and are responsible for knowing and understanding the terms and conditions included in or applicable to, this document. Unless defects, ambiguities, omissions or errors are brought to the 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.
- 3. CHANGE, CLARIFICATION, OR PROTEST:** Proposers may request changes or clarification to or protest the contract terms and conditions and/or the specifications of the RFP. Proposer’s comments must be made in writing via email to amy.coronado@bend.k12.or.us and be received by the District at least ten (10) days prior to the RFP due date to allow enough time for issuance of an addendum, if required. Email subject line shall read “**Question- RFP 23-0517-01 DAIRY**”. Such comments shall include:

 - A. A detailed statement of the legal and factual grounds for the change, clarification, or protest; and
 - B. A description of the resulting prejudice to the Proposer; and
 - C. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

All proposals are to remain valid for one hundred twenty (120) days from the due date. All emails containing requests or protests must be clearly identified to facilitate handling. The District shall not consider a Proposer’s request for change or protest after the RFP due date and time. The District shall provide notice to the applicable Proposer if it entirely rejects the request or protest. If the District agrees with the Proposer’s request or protest, in whole or in part, the District shall issue an addendum reflecting its determination.
- 4. ADDENDA:** Changes or additions to RFP documents shall be accomplished by written addenda. Addenda shall be issued prior to the RFP due date to allow Proposers sufficient time to consider the changes or additions in preparing their offers. **The Proposer shall acknowledge receipt of all addenda by printing, signing and including with the proposal all addenda pertaining to this RFP issued on the District Contracting webpage.** At its discretion, the District may extend the RFP due date and time to allow Proposers time to analyze and adjust to any changes. The District shall notify Proposers of any such changes to the due date and time in the addenda. Proposers are responsible to make inquiry as to any addenda issued.
<https://www.bend.k12.or.us/district/organization/contracting>
- 5. MODIFICATION OR WITHDRAWAL:** Proposers may modify or withdraw their submitted proposals only prior to the RFP due date and time. Any modification or withdrawal shall be made in writing, prepared on the Proposer’s letterhead, signed by an authorized representative of the Proposer, and shall state the action requested (e.g., the modified offer supersedes the prior offer; the submitted offer is withdrawn). Modifications or withdrawals must be submitted via email to amy.coronado@bend.k12.or.us.
- 6. SUBMITTING PROPOSALS:** Proposers are solely responsible for delivering offers in the designated manner to the designated delivery point prior to the RFP due date and time. Proposers must submit one (1) original proposal electronically to amy.coronado@bend.k12.or.us.

- A. To ensure proper identification and handling, offers shall be submitted electronically, only via email, with the subject line to read “RFP 23-0517-01 DAIRY”.
- B. Facsimile, flash drives or paper copy offers will not be accepted.

7. MINIMAL SUBMITTAL REQUIREMENTS: See Section IV Proposal Submittal Procedures for minimal submittal requirements.

8. RECEIVING OFFERS:

- A. Each offer will be electronically time-stamped with the date and time it was received. Offers shall be held unopened and stored in a secure place until the RFP due date and time. The District shall not be responsible for the premature opening or failure to open an offer that is not properly addressed and/or identified. If offers are opened inadvertently or are opened prior to the RFP due date and time due to improper marking and identification by the Proposer, the opened offer will be resealed and stored.
- B. 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.
- C. 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.

9. LATE PROPOSALS: 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. The District shall make no concessions regarding any 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.

10. OFFER ACCEPTANCE:

- A. By signing and returning a Proposal, the Proposer acknowledges it has read and understands the terms and conditions contained in the RFP and Proposal Document and that it accepts and agrees to be bound by the terms and conditions of the RFP and Proposal Document.
- B. A Proposer’s offer shall be firm, irrevocable, valid and binding on the Proposer for not less than one hundred twenty (120) 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.

11. CANCELLATION/REJECTION OF OFFERS: 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:

- A. That is not in compliance with prescribed RFP procedures and requirements; or
- B. Upon the District’s written determination, it is in the public interest to do so; or
- C. 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
- D. If the offer is not signed in ink; or
- E. When the Proposer fails to supply an offer security or performance bonds, specifications, samples, descriptive literature, references, etc., when such is required or requested; or
- F. When the Proposer fails to include acknowledgement of all addenda issued; or
- G. When the offer contains an alteration or erasure, which is not initialed by the signer.

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

- 13. RESPONSIVE/REPOSIBLE PROPOSER:** 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. 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.
- 14. CLARIFICATION OF RESPONSES:** 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.
- 15. REFERENCES:** References are required as part of the response to this solicitation. Please refer to Section IV for required references to be provided with proposal submissions. Failure to provide references as specified shall be grounds for rejection of proposal. 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.
- 16. 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.
- 17. COLLUSION:** A Proposer submitting a Proposal hereby certifies that no officer, agent, or employee of the 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.
- 18. RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES:**
- A. Use of recycled materials:
Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.
 - B. 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.
 - C. Sustainable practices and products:
The District supports and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor shall utilize sustainable products to the maximum extent feasible during the performance of this Contract. Products and practices utilized by the Contractor shall be based upon long-term environmental impact, social costs, and operational costs.
- 19. CONFIDENTIALITY:** The District is subject to the Oregon Public Records Law (ORS 192.311 to 192.492, which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.345, 192.355 or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.345 (2) and computer programs (ORS 192.345(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.

All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:

- A. It shall be clearly marked in bulk and on each page of the confidential document.
- B. It shall be kept separate from the other RFP documents in a separate attachment.
- C. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- D. Where such conflict (in C. above) occurs, the proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
- E. This statement (in D. above) shall be inserted in the place where the requested information was to have been placed.

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.

20. METHOD OF AWARD:

- A. The contents of the proposal of the successful Proposer(s) 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.
- B. A contract and/or licensing agreement shall be awarded to the responsible Proposer that submits the 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.
- C. A Notice of Intent to Award (NIA) will be published after the evaluation process is complete. Public notice of award will be made by posting the NIA on the District’s website.

21. 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 Bidder” as defined in ORS 279A.120(1).

22. EVALUATION AND AWARD:

- A. 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.
 - 2) Responsible proposers whose proposal the District determines in writing is the most advantageous to the District based on the evaluation process and evaluation factors described in the request for proposals, applicable preferences described in ORS 279A.120 and 279A.125 and, when applicable, the outcome of any negotiations authorized by the request for proposals.

- 3) 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 Proposal.
- 4) Per ORS 279B.060 (8) (a-h), (9):
 - (8) For purposes of evaluation, when provided for in the request for proposals, the contracting agency may employ methods of contractor selection that include, but are not limited to:
 - (a) An award or awards based solely on the ranking of proposals;
 - (b) Discussions leading to best and final offers, in which the contracting agency may not disclose private discussions leading to best and final offers;
 - (c) Discussions leading to best and final offers, in which the contracting agency may not disclose information derived from proposals submitted by competing proposers;
 - (d) Serial negotiations, beginning with the highest ranked proposer;
 - (e) Competitive simultaneous negotiations;
 - (f) Multiple-tiered competition designed to identify, at each level, a class of proposers that fall within a competitive range or to otherwise eliminate from consideration a class of lower ranked proposers;
 - (g) A multistep request for proposals requesting the submission of unpriced technical submittals, and then later issuing a request for proposals limited to the proposers whose technical submittals the contracting agency had determined to be qualified under the criteria set forth in the initial request for proposals; or
 - (h) A combination of methods described in this subsection, as authorized or prescribed by rules adopted under ORS 279A.065.
 - (9) Revisions of proposals may be permitted after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

B. Award.

- 1) The District shall award the contract to the responsible Proposer that submits the 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.
- 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:
 - (a) Seven (7) days after the date of the NIA, unless otherwise provided; or
 - (b) Until the District provides a written response to all timely-filed protests (if any) denying the protest and affirming the award. See the Aggrieved Proposer clause for more on protests.

23. AGGRIEVED PROPOSERS: Any adversely affected Proposer may submit a written protest of the District's Notice of Intent to Award (NIA). Protest(s) must be received no later than the seventh (7th) calendar day after the NIA is published.

- A. A Proposer is only adversely affected if the Proposer is eligible for award of the contract. The protesting Proposer must claim that the selected Proposer is ineligible for award:
 - 1) Because their offer was non-responsive; or
 - 2) The District committed a substantial violation of a provision in the RFP document or of an applicable administrative rule and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been the selected Proposer.
- B. The written protest must include the name of the person submitting the protest, the name of the Proposer represented by that person, the specific RFP including the solicitation number that is being appealed, and a detailed explanation of the reasons (facts of evidence) for the appeal in accordance with 23A above.
- C. The District shall not consider a protest that is submitted after the established time.
- D. The aggrieved Proposer must serve all other Proposers with notice of its appeal to allow for rebuttal.

- E. Failure to give written notice of appeal to the District as provided herein constitutes a waiver by the aggrieved Proposer of any objections to the NIA.
- F. Disagreement with the proposal process is not justification for appeal.
- G. Protest Decision: Upon receipt of any appeal, the Chief Procurement Officer 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 Chief Procurement Officer in writing before such action is taken.

24. PRICES:

- A. The Proposer shall provide a current rate sheet for products and services requested. Prices quoted for commodities or services must be in U.S. funds and must include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point specified so that, upon transfer of title, the commodity can be utilized, or the services can be provided without further cost.
- B. 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.

25. ACCEPTANCE PERIOD: All offers submitted shall remain in force for a period of one hundred twenty (120) days to provide time for evaluation of offers received and approval of proposed awards. The District shall request in writing any extension of this one hundred twenty (120) day acceptance period.

26. PROPOSAL PREPARATION COSTS: The District is not liable for any costs incurred by the Proposers in preparation of the Proposal.

27. CONTRACT FUNDING: 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.

28. CONFLICTING TERMS: In the event that the Special Terms and Conditions (Section III) conflict with the General Provisions (Section II) or the Instructions to Proposers (Section I), the Special Terms and Conditions shall take precedence.

29. SAFETY and COMPLIANCE: The Proposer shall comply with all application provisions of the Occupational Safety and Health Act throughout the duration of the specified work. The contractor shall comply with all federal, state and local laws, regulation, and ordinances applicable to their Contract as they may be adopted or amended from time to time.

30. ACCESS AND SECURITY:

- A. The District may require particular security requirements, as appropriate, for delivery to District facilities.
- B. District has the legal authority to regulate access to its premises, which includes the authority to remove individuals who create an immediate danger.
- C. Persons delivering goods are prohibited from bringing any contraband, such as narcotic substances, weapons or intoxicating liquor onto the District premises
- D. An unauthorized introduction of any contraband onto District premises by a Contractor, or Contractor's employee may result in the immediate cancellation of this Agreement and subsequent Orders.
- E. Contractor's employees must be able to carry satisfactory personal identification upon request of the District. All Contractor's employees must display a name tag, badge, or company uniform identifying them as Contractor's employees.
- F. For any deliveries, including non-school hour deliveries, Contractor's employees may only access the location where goods are delivered and shall not access any other part of the facility for any reason.
- G. District shall control the means of access and Contractor shall use the type of access the District requires.

31. CRIMINAL HISTORY CHECK:

All Contractor's staff that have unsupervised contact with students are required to have background checks prior to work commencing. Contractor will provide the District with a list of all company personnel that will be on-site and will update/notify Nutrition Services five days prior to new employees visiting sites. At District's request, Contractor shall run criminal history checks (including re-checks) and screen any employee or agent of Contractor. The District may also perform a criminal history check and screen any employee or agent of Contractor, at Contractor's expense.

SECTION II
GENERAL PROVISIONS
RFP 23-0517-01

- 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 Proposer. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Proposer are rejected unless expressly agreed to in writing by an authorized representative of the District's Purchasing Department. All terms and conditions comply with general procurement requirements for all Federal awards and grants pursuant to 2 CFR 200.318 – 200.327, including 2 CFR 200 Appendix II.
- 2. APPLICABLE LAW AND DISPUTES:** Any dispute with respect to this RFP shall be governed by the Bend-La Pine School District's Administrative Regulation DJ-AR.
- 3. ASSIGNMENT:** This Agreement or any interest hereunder shall not be assigned or transferred by the Proposer without the prior written consent of the District. The District shall not consent to any proposed assignment unless and until the Proposer furnishes the District with two (2) executed copies of the assignment.
- 4. BANKRUPTCY:** The District may terminate this Agreement in whole or in part by written or electronic notice:
 - A. If the Proposer shall become insolvent or makes a general assignment for the benefit of creditors: or
 - B. If a petition under any bankruptcy act or similar statute is filed by or against the Proposer 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.
- 5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Proposer 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 Proposer fails to comply with such acts and regulations.
- 6. IDENTIFICATION OF PROPOSER'S EMPLOYEES:** The Proposer 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.
- 7. PROPOSER'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 Proposer must complete a W9 form.
- 8. INSURANCE:** Before commencing work, Proposer shall procure and maintain insurance with an insurance carrier satisfactory to the District. Certificates of such insurance issued by the Proposer's insurance carrier shall be filed with District before commencement of work. District shall be additionally insured on auto and liability policies:
 - A. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY: As required by statute.
 - B. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non-owned and hired vehicles: \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate.
 - C. COMMERCIAL GENERAL LIABILITY to include premises operations, independent Proposers, 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.

- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of Proposer and employees with a limit of \$2,000,000.00 per occurrence with an annual aggregate limit of \$4,000,000.00.
- E. Certificates of Insurance shall be issued to Administrative School District No.1, 520 NW Wall Street, Bend, OR 97703.
- F. The Proposer agrees to pay for the insurance specified and agrees to provide the District with a thirty (30) days' notice of cancellation if non-renewal occurs during the agreement period.

- 9. DELAYS:** The Proposer 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 Proposer should immediately give notice thereof to the District.
- 10. INDEMNIFICATION:** Except for claims arising out of acts caused by the sole negligence of the District, its agents, servants or employees, the Proposer, 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 Proposer, 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 Proposer agrees to hold the District harmless from and to defend it against, any and all claims arising out of this Agreement.
- 11. NON-DISCRIMINATION:** The Proposer 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 Bend – La Pine Schools Administrative Regulations, and all regulations issued hereunder by the Federal and State governments. If the Proposer fails to comply with such acts and regulations, the District shall have the right to immediately terminate this Agreement.
- 12. NO WAIVER OF CONDITIONS:** The District's failure to insist upon strict compliance shall not be deemed to be a waiver of any right. Waiver of a right under this Agreement shall not constitute a waiver of any other right or waiver of any other default under this Agreement.
- 13. CHANGES:** The District may, at any time, by written order from the District's Purchasing Department indicating the need for a change order, make changes in the work within the general scope of the contract, including changes:
- A. In the specifications (including drawings, designs or quantities);
 - B. In the method or manner of performance of the work;
 - C. In the property, products or services; or
 - D. Directing acceleration in the performance of the work.
- 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.
- 14. TERMINATION FOR CONVENIENCE:** The District may terminate a contract, in whole or in part without showing cause upon giving written notice to the Proposer. The District shall pay all reasonable costs incurred by the Proposer 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. 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.

16. TERMINATION FOR DEFAULT:

- A. The District may, at its option, terminate or cancel an agreement, for any material violation of the provisions of the Agreement. Such provisions generally include, but are not limited to:
 - 1) Standard terms and conditions included in all Contracts;
 - 2) Product or service specifications;
 - 3) Delivery or completion requirements; or
 - 4) Pricing and price escalation/de-escalation clauses.
- B. 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.
- C. Unless otherwise agreed upon in the Agreement, the District will provide the Vendor written notice of its intent to terminate the Agreement or the Vendor's performance. If the Vendor provided a performance and payment bond, the surety shall also be provided with a copy of the notice of termination. Unless otherwise provided in the Agreement, the notice shall include:
 - 1) The effective date of termination (which may be the date of notice receipt);
 - 2) The grounds for termination,
 - 3) Notice of the time (if any) in which the District will permit the Vendor to correct the failure to perform.

17. STANDARD SERVICES CONTRACT: Proposers are advised to thoroughly review and familiarize themselves with the standard contract incorporated as Attachment A.

18. NEGOTIATION WITH AWARDED CONTRACTOR: The District reserves the right to negotiate final contract terms with the awarded contractor to the fullest extent allowed by law and as in the best interest of the District.

19. SMALL, MINORITY, AND WOMEN BUSINESS: Pursuant to 2 CFR 200.321 and Oregon Revised Statute (ORS) Chapter 200, and as a matter of commitment, Bend-La Pine School District encourages the participation of minority, women, and emerging small business enterprises in all contracting opportunities. Bend-La Pine 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/How-We-Can-Help/COBID/>. 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.

20. BUY AMERICAN PREFERENCE: 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-contractors to comply, with the applicable requirements and responsibilities set forth in the Buy American code of federal regulations 7 CFR 210.21(d).

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 10 day(s) in advance of delivery. The request must include the:

- a) Alternative substitute(s) that are domestic and meet the required specifications:
 - i) Price of the domestic food alternative substitute(s); and
 - ii) Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- b) Reason for exception: limited/lack of availability or price (include price):
 - i) Price of the domestic food product; and
 - ii) Price of the non-domestic product that meets the required specification of the domestic.

21. COST REIMBURSABLE CONTRACT: This is a cost reimbursable contract and the following provisions are required as set forth in the code of federal regulations 7CFR 210.21(f).

(1) *Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(2) *Prohibited expenditures.* No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

22. AUDIT: Bend-La Pine 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 books, 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 Vendor must maintain all required records for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. (2 CFR 200).

23. 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-contractor 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.

24. GEOGRAPHIC PREFERENCE:

A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;

For the purpose of applying the optional geographic procurement preference in the first paragraph of this section, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of dairy; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

25. USDA Nondiscrimination Statement: In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a Complainant should complete a [USDA Program Discrimination Complaint Form](https://www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf) which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 Complaint form or letter must be submitted to USDA by:

1. **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:** (833) 256-1665 or (202) 690-7442; or
3. **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

SECTION III
SPECIAL TERMS AND CONDITIONS
RFP 23-0517-01

1. **PURPOSE OF RFP:** Bend-La Pine Schools (“District”) is issuing a Request for Proposals (RFP) for a Dairy Supplier for our District. The District invites qualified Proposers who believe they can provide the required dairy products as set forth in this document to submit a proposal. Our objective is to select the best qualified supplier that can fulfill our dairy needs. The District’s goal is to award a contract with a minimized cost, while providing flexibility and productivity. Features in the agreement shall include, but are not limited to, an optional multi-year agreement, dairy offered at the lowest competitive price with clear cost-plus fixed fee markup pricing and flexibility in our order placement. The awarded Proposer shall provide pricing stability and maintain quality throughout the agreed period.
2. **CONTRACT TERM:** The initial award begins September 1, 2023 or when contracts are signed, whichever is later. The contract terms are through June 30, 2024. The contract, by mutual agreement, may be extended for five (5) additional one (1) year periods or a combination thereof where mutual parties agree to extended annual terms. The latest renewal date may be through June 30, 2029.
3. **AGENCY BACKGROUND:** Bend-La Pine Schools is the fifth largest school district in the State of Oregon. Located entirely in Deschutes County, the District serves Bend, La Pine, Sunriver and surrounding communities. Bend-La Pine Schools Nutrition program serves more than 17,500 students in kindergarten through grade twelve and currently operates 33 schools. The District also supports additional programs and Bend-La Pine Online.
4. **SCOPE OF SERVICES:** The following details and questions are essential to address in your Proposal to the District. Please include a response to each section throughout Section III in your Proposal in the order listed below demonstrating how you can support the District’s needs.
 - A. **Proposer Qualifications:** The Proposer must have the following:
 1. Local delivery and sales representatives in the Bend-La Pine area for at least three years.
 2. Fully trained delivery and sales representative in sufficient number to guarantee acceptable service response.
 3. Regular office hours compatible with the District’s normal 8am-5pm, Monday through Friday workweek.
 4. Access to sufficient trucks, delivery, hardware, and product to service these accounts.
 - B. **Proposer Customer Service:**
 1. Be a full line distributor with ten years’ experience
 2. Offer prompt, courteous and responsive delivery service
 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, should it be required.
5. **Deliverables and Responsibilities:**
 - A. **Delivery and Performance Schedule:**
 1. Proposer 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. Proposer shall make deliveries to the District as requested throughout the year. Deliveries shall be made as needed and within the timeframe requested for each school. Delivery charges are FOB and must be included in the Proposer’s pricing.
 - B. **General Delivery Requirements:** Proposer shall meet the following conditions:
 1. Provide packing slips with each shipment identifying items ordered, quantity ordered, quantity shipped, cost per unit and total cost per line item.

2. The Vendor shall require its driver to deliver and unload all products ordered to the District's designated receiving area. Items required to be refrigerated will be delivered to coolers; items not needing refrigeration will be delivered to area designated by district nutrition staff.
3. Drivers unfamiliar with the delivery location shall check in with District Nutrition Services staff before beginning to unload their deliveries.
4. All products must be placed at least 6" off the floor.
5. All deliveries shall be organized for ease of receipting. Receipts must be signed by a District Nutrition Services staff member. All overages, shortages and returns are to be noted on the delivery ticket by the District Nutrition Services staff member and the driver.
6. Delivery schedule and frequency will be coordinated by the vendor with the district. Delivery schedule can be amended to allow additional delivery sites and times as required by the District. Bend-La Pine School District has 32 schools and 4 support sites that require biweekly deliveries in Bend, La Pine, and Sunriver.
7. Any additional Products not on an original order must be approved by the District Executive Chef or designee before being left at the delivery site. Specials, sales and extras must have pre-approval.
8. Products that do not meet District or HACCP Specifications may be rejected and replacement of the rejected products shall occur within 24 hours of the delivery date at no cost to the District. The Proposer shall not set minimum delivery limits by dollar or by volume and shall not charge the District additional charges for smaller than normal orders.
9. Inspection of delivery 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.
10. All deliveries may be subject to health inspections. In addition, the delivery vehicles may be inspected for cleanliness, condition and truck temperatures.

C. Refrigeration and Climate Control:

1. Product temperature FOR EACH LINE ITEM must be maintained at a suitable temperature to maintain freshness, quality, shelf life and nutritional value. Product shall be transported in a climate-controlled container regulated to keep the items(s) in good condition and in accordance with the current US Department of Agriculture guidelines and food handling practices during all stages of processing, distribution and storage.
2. Refrigerated dairy items are not to exceed an internal temperature of 35 degrees F or reach an internal temperature lower than 32 degrees F. Temperature of refrigerated items is not to exceed 32-35 degrees F in the cargo hold of mechanically refrigerated truck transporting/delivering these items.

D. Delivery Delays:

1. If delivery delays are foreseen, the District must be notified within 24 hours of Vendor's knowledge of such delay. 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 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.
4. In the event of a school holiday or if schools are closed for inclement weather, deliveries will be made the next day that the schools are open, unless other arrangements have been made with, and approved by, the District.
5. The District may request after hour deliveries. Note: "after hour deliveries" are deliveries made during the period of time that is before or after the normal hours of operation.

- E. Product Recall:** 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 the replacement product, shipping charges, and/or product credit. 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.

F. Food Safety:

The Proposer'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 Proposer 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. The Proposer'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 Proposer.

G. Food Security Preventive Measures:

Food Security Preventive Measures shall be employed by the selected Vendor to minimize the risk that food under their control is subject to tampering or criminal or terrorist actions. 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 Contract.

H. Food Safety Testing:

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.

1. 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. The Vendor will be responsible for all shipping, disposal, return, and restocking fees.
2. 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.
3. 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. .

6. DAIRY PRODUCTS are to be furnished and delivered in accordance with the following:

A. Processed Dairy Specifications:

1. All processed dairy must be labeled with the following:
 - a. Product Name
 - b. Product number (if applicable)
 - c. Finished product net weight
 - d. Expiration

B. Product Quality

1. All Products sold to the District shall be warranted and guaranteed by the Vendor to be merchantable and fit for the purpose for which it is intended.
2. All dairy must be packed and shipped to avoid crushing, contamination or other damage to the product.
3. All dairy must have been held in refrigeration at temperatures not to exceed 40 degrees F continuously at shipping point, in route, while in processor's plant and during delivery to the District.

C. Grading Standards

1. All Dairy Food Service Products shall be US Grade A homogenized, pastureized and shall meet or exceed the salient characteristics as prescribed within the United States Department of Agriculture (USDA) Commerical Item Description (CID) retrievable at: <https://www.ams.usda.gov/grades-standards/dairy-products>
2. If at any time the District deems any product to fall below the grade, the Vendor must replace the product within 24 hours at no cost to the District.
3. The District may specify any particular ingredient requirements or restricitons that meet their dietary requiements, e.g. salient and fat percentages, sugar free, etc.
4. Additional specification information is noted on the Pricing Proposal Spreadsheet and must be adhered to along with the specification information herein the main proposal document.

D. 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..
2. Pricing of items in new pack and/or size specification shall be proportionate to the price of the original packaging so as to maintain the price of each product therein.

E. 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. Labeling of all containers shall comply with Federal Food, Drug and Cosmetic Acts and related legislation including latest revisions.
3. Packaging must be in accordance with good commercial practice.
4. Package size to be manufacturer's standard unless otherwise specified.
5. Proposer will provide spilt cases as requested by the District. No case split fees shall apply as a result of this request.

7. **Online Ordering:** During the term of this Agreement it is desired that the vendor maintain an online ordering program for products that is accessible via the internet. Online program may transmit orders, show inventory levels, exact cost per product, total cost per order and alert users to any potential shortages affecting orders placed. Vendor shall also accept orders via telephone, email or fax machine in addition to electronic online ordering.
8. **Pricing:** All pricing submittals shall be entered into the Pricing Proposal Attachment K. This document must be included as an attachment, in your proposal. Should you have additional dairy items not listed that you offer, please include those in "Additional Items Offered" section at the bottom of Attachment K.

Due to fluctuating market prices, Proposer will indicate on the bid document, how items will be priced as follows:

1. Yearly – prices will remain unchanged for the year of the contract.
2. 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.
3. 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.

- 9. Price Changes:** This RFP requests monthly or weekly fixed prices with allowable economic price adjustments, including both increases and decreases based on the USDA Federal Milk Marketing Order. Price changes must be emailed to the Nutrition Services Assistant Director monthly after price increases or decreases are determined based on the Federal Milk Order pricing monthly announcements.
- 10. Returns and/or Recalls:** Proposers shall submit their policies and procedures for returns and/or recalls in Attachment J.
- 11. Estimated Purchase Quantity:** 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.
- 12. Terms:**
- A. All proposals shall be for merchandise delivered F.O.B. destination (Bend or La Pine).
 - B. All shipping/handling charges are to be included in bid amount.
 - C. 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 product, invoice and statement. Receiving records and invoices must match exactly before payment will be processed. Invoices and statements must be mailed or e-mailed by the 5th of the month following deliveries.
 - D. All costs and/or charges must be clearly identified in the bid document submittals.
- 13. Credit Card Payments:** The District may desire to purchase products through credits card to provide efficiency, save time and funds. Major Credit Cards may be used. Proposer may propose other cost saving alternatives in lieu of credit card payments.
- 14. Discounts, Rebates, and Credits:** Vendor shall comply as applicable, and shall cause each of its sub vendors, to comply, with the applicable requirements and responsibilities set forth in the National School Lunch Program code of federal regulations 7 CFR 210.21 (f) Procurement standards as follows:
- a. Vendor must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the District for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
 - b. Vendor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the agreement that were not reported prior to the conclusion of the agreement.
 - c. Vendor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the District, the State of Oregon, or the Federal government.
 - d. Proposer may indicate any discounts proposed for early payment.

**SECTION III
QUESTIONNAIRE
RFP 23-0517-01**

1. The economic price adjustments, which allow the District to adjust costs in the contract, must be tied to an appropriate standard or cost index. Relating the price adjustments in a contract to an index allows the the District to ensure that increases under the contract are not without basis. For example, if fuel prices are increasing drastically, then an appropriate index-such as the Consumer Price Index—will reflect this change. As always, the terms of the economic price adjustment, including the appropriate standards or indices to which it will be tied, must be expressly identified in the original solicitation and contract documents. Additioanlly, as under any circumstances, the contract must be awarded to the lowest-priced, responsible, and responsive bidder. However, it is important to note that the the District needs to decide whether they would ike to include these in their contract; it is not the vendor’s decision. Along the same lines, it is important to recognize that the the District will most likely be advised by the contractor when costs go up, but they will not necessarily notify the the District when costs go down. Keep in mind that the economic price adjustment clause is intended not only to give vendors an option to increase their price for the the District but also for the the District to demand price reductions when appropriate.

Based on the above Federal USDA Memo Code SP 10-2009, do you acknowledgment that in the last week of each month, the District will be notified of BOTH price escalation AND de-escalation adjustments for products delivered the following month?

2. What practices do you have internally to maintain food safety practices and how do meet or exceed food industry standards?
3. How will you communicate any special values and/or market trends to the District?
4. Explain your ability to provide dairy delivery service to the Bend-La Pine Schools (include number of vehicles, types of vehicles, storage inforaiton, drivers involved, and any other pertinent data).
5. How long you have been in business?
6. Are you a local, regional, national, or international operation?
7. The location of the office from which the work is to be done.
8. Do you deliver dairy to any other school districts?
9. Provide three client references of similar sized and/or local government accounts which the Proposer has served over the past two years and is currently serving. Provide a contact person, email, and telephone number for each customer. In addition to the references, please provide a Statement of Experience serving municipal or local government clients.

SECTION IV
PROPOSAL SUBMITTAL PROCEDURES
RFP 23-0517-01

PROPOSAL DEADLINE: Electronic proposals will be accepted until **10:00 A.M., local time, MAY 17, 2023**, at Bend-La Pine Schools. Email subject line shall read "**RFP 23-0517-01 DAIRY**". All proposals shall be emailed to amy.coronado@bend.k12.or.us.

Delivery is the sole responsibility of the proposer. The proposer accepts all risks of late delivery of emailed proposals or of misdelivery regardless of fault. All proposals received after the date and time indicated above will be returned via email.

MULTIPLE PROPOSALS: No more than one proposal may be submitted by each proposing firm.

RESTRICTIONS ON DISTRICT CONTACT: From the issue date of this RFP until a vendor is selected, all contact with District employees or School Board members concerning the RFP must be cleared through the following District contact: Amy Coronado, 541-355-1137 amy.coronado@bend.k12.or.us

RIGHT TO REJECT PROPOSALS: The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

We reserve the right without prejudice to reject any and all proposals.

COST OF PREPARING A 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.

PROPOSAL CONTENT AND FORMAT: To simplify and expedite the review process, the District requests that proposals are assembled in the standard format specified below. Failure to follow the proposal format requirements may result in disqualification.

If revisions become necessary to the RFP, the District will provide addenda by posting on the District's website at <https://www.bend.k12.or.us/district/organization/contracting>. It is the responsibility of proposers to check the District's website periodically while preparing the proposal to ascertain whether any addenda have been issued.

Proposals should be prepared as simply as possible and provide a straightforward concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Please prepare your proposal in the following format:

**SECTION IV Cont
Proposal Format
RFP 23-0517-01**

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

1. **INTRODUCTION:** The title page, letter of transmittal and table of contents should be included in this section.
 - A. Title Page - Indicate the RFP subject, name of the Proposer(s), address, telephone number, email address, and the date. Proposer shall acknowledge any addenda issued on the District's website. The primary and secondary contact person(s) and their respective telephone numbers and email addresses should be included in this section.
 - B. Letter of Transmittal - Provide a transmittal letter attesting to the accuracy of the proposal signed by a representative authorized to execute binding legal documents on behalf of the Proposer. The letter should present the Proposer's understanding of the services requested in this RFP.
 - C. Table of Contents - Indicate the page number of each major section.

2. **EXECUTIVE SUMMARY:** Provide a concise overview highlighting the proposal in two pages or less. What differentiates your Program from that of your competitors and what value does such differentiation bring to your customers? Why should Bend LaPine Schools choose your program?

3. **PROPOSER BACKGROUND AND QUALIFICATIONS:**
Provide narrative response to that summarizes your company's background and qualifications. Be sure to include questions in Section III.

4. **SPECIAL TERMS AND CONDITIONS:** Address all needs listed in the Scope of Services, Section III of the RFP.

5. **FEE SCHEDULE:** Address all costs and fees associated in this proposal.

6. **QUESTIONNAIRE & REFERENCES:** Please include responses to additional questions in the questionnaire in Section III.

7. **REQUIRED SIGNED FORMS:** Each submittal shall contain the following forms in the Proposal. All forms must be signed and dated:
 - A. Proposal Submittal Form (page 24).
 - B. Attachment B: Certification of Non-Discrimination and Residence (Page 33).
 - C. Attachment C: Signature Page Certification sheet (page 34)
 - D. Attachment D: Attestation Form (page 35).
 - E. Attachment E: Certification of Business Inclusion and Diversity Plan (pages 36-38)
 - F. Attachment F: Certification of Federal Matters (pages 39-40)
 - G. Attachment G: Suspension and Debarment Certificate (pages 41-42)
 - H. Attachment H: Clean Air and Water Certificate (page 43)
 - I. Attachment I: Certification regarding Lobbying Disclosure of Lobbying Activities (pages 44-47)
 - J. Attachment J: Return and/or Recall Policy (Page 48)
 - K. Attachment K: Pricing Proposal (must submit with proposal) (page 49)
 - L. Signed Addenda, If any: please check District contracting webpage for posting, print, sign and include with proposal.

SECTION IV Cont.
PROPOSAL SUBMITTAL FORM
RFP 23-0517-01

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:
 - A. 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;
 - B. 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;
 - C. 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;
 - D. 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;
 - E. Said Proposer is not in arrears 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")**_____.
4. 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
5. The Proposer fully understands and submits its proposal with the specific knowledge that:
 - A. The selected proposal must be approved by the authorized District officer.
 - B. 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 authorized District officer 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 Bend-La Pine Schools to make any necessary examinations or inquiries 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: _____

SECTION V
PROPOSAL EVALUATION PROCEDURES
RFP 23-0517-01

1. PROPOSAL REJECTION:

The District reserves the right:

- A. to reject any or all proposals not in compliance with all public procedures and requirements.
- B. to reject any proposal(s) not meeting the specifications set forth herein.
- C. to waive any or all irregularities in proposals submitted.
- D. to consider the competency of proposers in making any award.
- E. to follow the provisions of the Attorney General Model Procurement Rules, in the event two or more proposals are for the same amount for the same work.
- F. to reject all proposals.
- G. to award any or all parts of any proposal.
- H. to request references and other data to determine responsiveness.

2. SELECTION AND EVALUATION PROCESS:

Evaluations will be conducted by the evaluation committee using the following matrix below:

	CRITERIA	POINTS AVAILABLE PER SCORER
1.	Pricing: The cost of dairy items. Price of most frequently used items will be reviewed.	40
2.	Product quality and availability: Products must insure customer needs will be met. Sample quality will be reviewed. <u>See below for requested samples and delivery requirements.</u>	30
3.	Service and Deliveries: Previous experience, timeliness, driver service and professionalism, Sales Representative’s record, local reference checks, previous experience, Invoicing and accounts receivable process.	25
4.	Professional training and ability to communicate new market trends and products: Strength of safety and sanitation program. ability of Proposer to provide local dairy grown within 500-mile radius of the District.	5
TOTAL POINTS AVAILABLE		100

- A. SCORING:** There is a total of 100 points available for initial scoring of proposals. The District intends to score proposals done by a selected committee. Travel expenses, if any, will not be reimbursed by the District but are the responsibility of the Proposer.
- B. PROPOSAL VALIDITY PERIOD:** Each proposal shall be irrevocable for a period of one hundred twenty (120) days from the Proposal Opening Date.
- C. PROTEST OF AWARD:** In accordance with the Oregon Attorney General’s Model Procurement Rules, any adversely affected Proposer has seven (7) calendar days from the date of the Notice of Intent to Award to file a written protest.

3. RESERVATION IN EVALUATION:

The District selection committee reserves the right to either: a) request "Best and Final Offers" from the two highest scoring Proposers and award to the lowest priced or b) to re-assess the proposals and award to the Vendor determined to best meet the overall needs of the District.

4. PROPOSER EXCEPTIONS:

Proposers taking exception to any contract terms must indicate the same in their proposal or exceptions will be deemed waived.

5. REQUIRED SAMPLES: Please provide the following samples on **MAY 17, 2023 between 8 AM and 3 PM**. Please check in at the Reception desk with ID, and bring samples to Room 306, Nutrition Services Office, 520 NW Wall Street, Bend, OR 97703. Attention: RFP Committee. Please label all samples with your company name.

:

1. Chocolate Milk NF
2. White Milk 1%
3. White Milk Skim



BUSINESS OFFICE

520 N.W. Wall Street
Bend, Oregon 97703-2699
(541) 355-1137

ATTACHMENT A
Sample Contract

BEND-LA PINE SCHOOLS, SCHOOL DISTRICT NO. 1, DESCHUTES COUNTY, OREGON
-PERSONAL/PROFESSIONAL SERVICES CONTRACT-

This Contract is between Bend-La Pine Schools, School District No. 1, Deschutes County, Oregon (District) and (Contractor). The parties agree as follows:

- 1. Effective Date and Termination Date. The effective date of this contract shall be XXXXX, or the date which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be XXXXX. Initial set up time will be negotiated.
2. Statement of Work: Statement of Work will be attached as Exhibit A in contract.
3. The value of this Contract, and maximum payment, unless revised by written agreement, is: \$XXXXXX (XXXXXXXXXXXX) Dollars including all expenses.
4. Payment for Work: The District agrees to pay Contractor upon acceptance of work and in accordance with the standard terms and conditions as follows: Contractor shall bill District monthly as services are performed.
5. Contract Documents. This contract is the only contract document. A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents are the entire contract between the parties and shall supersede any prior representation, written or oral.

CONTRACTOR DATA AND SIGNATURE

Contractor is an independent contractor solely responsible for the work performed under this contract. Contractor, its subcontractors and employees shall not be deemed employees of the District. Contractor shall be responsible for all federal state and local taxes and fees applicable to payments for services under this contract.

Business Name: I certify under penalty of perjury that Proposer is a [check one]:
Business Address: Sole Proprietorship Partnership
Proposer Phone: Corporation-for profit Corporation-non-profit
Federal Tax ID# or Social Security #: Other [describe here:]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including, if applicable, the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

X Signature
X Name (please print)

X Title
X Date

BEND-LA PINE SCHOOLS, SCHOOL DISTRICT NO. 1, DESCHUTES COUNTY, OREGON SIGNATURE

X Signature (Deputy Clerk or Designee)
X Name (please print) Date

X Title
X

STANDARD TERMS AND CONDITIONS

Bend-La Pine Schools

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the District, which may be withheld without cause. In addition to any other provisions the District may require, Contractor shall require of any permitted subcontract under this Contract, that the Sub-Contractor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Contractor and the Sub-Contractor and shall not have any binding effect on the District.
This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the District.
3. **Other Contractors.** The District may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
4. **Independent Contractor Status.** Contractor shall certify status as an independent contractor and nothing herein is to be construed as establishing an employer-employee relationship.
5. **No Third Party Beneficiaries.** The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Escalation.** Any price or cost adjustments shall be submitted by the Contractor no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.
8. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. The District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. The District in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either the District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. In the event of nonperformance under this contract, the District, after seven (7) days written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.
 - e. Notwithstanding paragraph 9(c), the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
9. **Payment of Invoices**
 - a. Method of Payment. Unless otherwise specified in **Payment of Work** section, payment shall be approved monthly by the District, net thirty (30) days.
 - b. Payment on Early Termination. Upon termination pursuant to paragraph 9, payment shall be made as follows:
 - (i) If terminated under 9(a) or 9(b) for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim the District may have against Contractor.
 - (ii) If terminated under 9(c) by the Contractor due to a breach by the District, then the District shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - (iii) If terminated under 9(c), 9(d) or 9(e) by the District due to a breach or nonperformance by the Contractor, then the District shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the District is entitled.
 - c. Payment of Laborers. The Contractor shall, to the extent that is required by Oregon State, Federal, and Local law:
 - (i) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;
 - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;
 - (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
 - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.
 - d. Payment for Medical Care.

Bend-La Pine Schools

- (i) To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- e. Non-Appropriation.
 - (i) If payment for work under this contract extends into the District's next fiscal year, District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.
- f. Adequate Funding.
 - (i) Continuation of this contract, at specified levels, is conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services in accordance with funding levels adopted.

10. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. If terminated under 9(c) or 9(d) by the District due to a breach by the Contractor, the District may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the District the amount of the reasonable excess.
- b. In addition to the remedies in paragraphs 9 and 10 for a breach by the Contractor, the District also shall be entitled to any other equitable and legal remedies that are available.
- c. If the District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

11. Hours of Labor. For those employees of Contractor covered or subject to Oregon employment laws:

- a. Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279B.020 and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.
- b. Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055 the laborer shall be paid at least time and a half pay:
 - (i) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (ii) for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
 - (iii) for work performed on Saturday and on any legal holidays specified in ORS 279B.020.

For those employees of Contractor that are covered or subject to Oregon employment laws, Contractor must, pursuant to ORS 279B.020, give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

12. Time Limitation on Claim for Overtime. To the extent any of Contractor's employees are covered by the Oregon employment laws, such covered worker employed by the Contractor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:

- a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
- b. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

13. Hazardous Chemicals. Contractor shall notify the District prior to using products containing hazardous chemicals to which the District students or employees may be exposed. Upon the District's request, Contractor shall immediately provide Safety Data Sheets for any such products.

14. Errors. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

15. Access to Records. The Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. The district shall not have access to any records or information, regardless of form, medium or method of communication, that may identify individual employees, individual employee contact with the Contractor, employee counseling records, diagnoses, prognoses or treatment recommendations by the Contractor. Any information relative to employee use of the Contractor's services given to the District for the purposes of census, statistics or fiscal analysis shall be information in the aggregate and not identifiable or specific to individual employees.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Ownership of Work. All work products, with the exception of any documents or materials or other work products relating to or identifying individual employee treatment, visits, diagnoses or prognoses created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work

products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, redairy, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this contract except to copy, use and re-use any such work product for District use only.

If this contract is terminated by either party or by default, the District, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

17. When Work is performed on District Property (Including Schools). Contractor shall comply with the following:

- a. Identification. Contractor performing work on District Property or for District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be dairyd by Contactor, or is not acceptable to District, District may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.
- b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
- c. No Smoking. Smoking or other use of tobacco is prohibited on the District property.
- d. No Drugs. District property sites are designated drug-free zones.
- e. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

18. When Work is performed in or on School Sites, Contractor shall comply with the following:

- a. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contract with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result is such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education, and by the District's background check Proposer for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.
- b. Confidentiality. Contractor will not disclose any information or records regarding students or their families that Contractor may learn or obtain in course and scope of Contractor's performance of this Contract.
- c. Child Abuse Reporting Act. Contractor shall comply with the child abuse reporting law (ORS 491B.005 through 419B.050) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.

19. Employment Standards. At the direction of the District, contractor will immediately remove any employee of contractor from all District premises where the District determines, in its sole discretion, removal of such employee would be in the best interests of the District.

20. Security. Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the District as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on District property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.

FERPA Re-disclosure. The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.

21. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

22. Indemnity and Hold Harmless. The Contractor shall defend, indemnify, and hold the District, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property to the extent caused by any negligent act, error, or omission sustained in any way in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the District, but is in addition to such common law or statutory provisions.

23. Waiver. Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

24. Governing Law. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and, rules of the District, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Deschutes County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

25. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

26. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

27. Anti-discrimination Clause. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

28. Attorney Fees. If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon area for the type of legal services performed.

29. Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the contract.

30. Insurance. Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, complete Section 32 in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than: \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$1,000,000, \$4,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed. Required by District Not required by District

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than: \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$1,000,000, \$4,000,000. This insurance must include contractual liability coverage. Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than: \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles. Required by District Not required by District

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Upon Request of the District, Contractor shall furnish a current Certificate(s) of Insurance to the District within forty eight (48) hours. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the District.

31. WORKERS' COMPENSATION EXEMPTION CERTIFICATE (To be used ONLY when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

***NOTE:** Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

****NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. **(To be signed ONLY when Contractor claims to be exempt from Workers' Compensation coverage requirements)**

Consultant Printed Name

Consultant Signature

Date

**Attachment B
PROPOSAL CERTIFICATIONS
RFP 23-0517-01
BEND-LA PINE SCHOOLS**

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 Proposer 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 Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

or

_____ Non-Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence:

Officer's Signature: _____

Type or Print Officer's Name: _____

**Attachment C
SIGNATURE PAGE
RFP 23-0517-01
BEND-LA PINE SCHOOLS**

The undersigned proposes to supply all products and perform all services 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 intended, of good quality, and free from defects.

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:

- A. The Proposer has read and understands the specifications and attachments and the proposal is made in accordance herewith.
- B. The proposal is based upon the products and services required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at by the Proposer 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 Bend-La Pine Schools.

Name of Firm: _____

Address: _____

Telephone Number: _____ FAX Number: _____

Federal ID Number: _____

By: _____ Date: _____

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

Typed: _____

NAME

TITLE

If corporation, attest:

_____ (Corporate Officer)

**BEND-LA PINE SCHOOLS
RFP 23-0517-01
Attachment D**

CONTRACTOR'S ATTESTATION OF COMPLIANCE WITH OAR 333-019-1030

OAR 333-019-1030 requires all persons contracted to provide services to or at a school with direct or indirect contact with students to be fully vaccinated against COVID-19 or have a documented medical or religious exception on or before October 18, 2021.

A medical exception must be corroborated by a document signed by a medical provider, who is not the individual seeking the exception, on a form prescribed by the Oregon Health Authority, certifying that the individual has a physical or mental impairment that limits the individual's ability to receive a COVID-19 vaccination based on a specified medical diagnosis, and that specifies whether the impairment is temporary in nature or permanent.

A religious exception must be corroborated by a document, on a form prescribed by the Oregon Health Authority, signed by the individual stating that the individual is requesting an exception from the COVID-19 vaccination requirement on the basis of a sincerely held religious belief and including a statement describing the way in which the vaccination requirement conflicts with the religious observance, practice, or belief of the individual.

The vaccination documentation and documentation of medical and religious exceptions must be:

- (a) Maintained in accordance with applicable federal and state laws;
- (b) Maintained for at least two years; and
- (c) Provided to the Oregon Health Authority upon request.
- (d) Stored by the Contractor

The Contractor signing below attests that all employees providing services described above to Bend-La Pine Schools, meet these requirements and that Contractor will comply with the required documentation.

Upon request, Contractor will provide to Bend-La Pine Schools the names of the employees who have a valid exception in order to be able to take reasonable steps to ensure that unvaccinated persons are protected from contracting and spreading COVID-19.

The undersigned Contractor attests that they have complied with these requirements.

Date: _____

Contractor:

Print Contractor Name

Signed By:

Name and Title

**BEND-LA PINE SCHOOLS
ATTACHMENT E
RFP: 23-0517-01**

Oregon Certification of Business Inclusion and 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 [WBE]. 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-Proposer in the awarding of a subcontract because the sub-Proposer 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.

Oregon Certification of Business Inclusion and Diversity Plan (continued)

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: _____

2. Does Proposer foresee any subcontracting opportunities for this procurement? Yes No

If no, do not complete the rest of this form.

3. The Proposer shall provide a narrative description of its experience in obtaining a certified firm's participation as a sub-Proposer, 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.*

4. 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 project or contract. The Proposer shall describe any technical assistance or mentoring the Proposer provided to Certified Firms subcontracting on each project. If none, mark the following checkbox: *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.

Oregon Certification of Business Inclusion and Diversity Plan (continued)

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 firms subcontracting on this project.

5. 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:

- i. A description of the steps that the Proposer will take to solicit participation by Certified Firms;
- ii. A description of the mentoring, technical, or other business development assistance the Proposer will provide to sub-Proposers 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: _____

**BEND-LA PINE SCHOOLS
ATTACHMENT F
RFP: 23-0517-01**

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-Proposers to comply, with all federal laws, regulations, and executive orders applicable to a Contract. These may include but not be limited to:

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

(10) Debarment and Suspension. Proposer certifies and shall not permit any person or entity to be a sub-Proposer if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Nonprocurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Proposers declared ineligible under statutory authority other than Executive Order No. 12549. Sub-Proposers 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: Proposer 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 Proposer certifies, to the best of the Proposer’s knowledge and belief that:

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

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

c. The Proposer 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-Proposers shall certify and disclose accordingly.

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

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

**BEND-LA PINE SCHOOLS
ATTACHMENT G
RFP: 23-0517-01**

Suspension and Debarment Certification

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Suspension and Debarment Instructions for Certification

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

BEND-LA PINE SCHOOLS
Attachment H
RFP: 23-0517-01
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. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) and is listed by EPA, or the contract is not otherwise exempt. The Proposer shall execute this Certificate.

NAME OF PROPOSER

THE PROPOSER AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C 7401-7671q, as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387, as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in section 42 U.S.C.7410(d) of the Clean Air Act (42 U.S.C. 7410), an approved implementation procedure or plan under Section 42 U.S.C 7405-7411, or approved implementation procedure under (42 U.S.C. 7412).
- D. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Federal Water Pollution Control Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedules, plans, and orders approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Clean Air Act or Federal Water Pollution Control Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, sponsored, or supervised by the Proposer.

SIGNATURE/TITLE OF THE PROPOSER AUTHORIZED REPRESENTATIVE

DATE

Bend-La Pine Schools

BEND-LA PINE SCHOOLS

Attachment I

RFP: 23-0517-01

Certification Regarding Lobbying Disclosure of Lobbying Activities
(Complete the form that is applicable.)

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Bend-La Pine Schools

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: 8. Federal Action Number, if known:	7. Federal Program Name/Description: CFDA Number, if applicable: _____ 9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)	10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)	
11. Amount of Payment (check all that apply): \$ _____ ____ Actual ____ Planned	12. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____	
13. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____	14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____	

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

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

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

Signature:

Print Name:

Title:

Telephone:

Date:

Federal Use Only:

**Authorized for Local Reproduction
Standard Form -- LLL**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

Bend-La Pine Schools

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 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 12. Check type of payment. Check all that apply.
 13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
 15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

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

BEND-LA PINE SCHOOLS

Attachment J

RFP: 23-0517-01

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 Bend-La Pine Request for Proposal (RFP) documents. If any language in your policies or procedures conflicts with the RFP, the Bend-La Pine 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.

Proposer Name: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Policy/procedure: _____

Signature: _____ Date: _____

BEND-LA PINE SCHOOLS
Attachment K
RFP: 23-0517-01

PRICING PROPOSAL

NAME OF PROPOSER: _____

I (we) herewith submit our proposal for providing and delivery of milk and dairy products for Bend-La Pine Schools, Deschutes County, Bend, OR in accordance with specifications prepared by the District.

MILK

	Estimated Usage	Price	Unit
1% Butterfat Milk	300,000	\$ _____	1/2 Pint
1% Strawberry Milk	25,000	\$ _____	1/2 Pint
Non-Fat Milk	16,000	\$ _____	1/2 Pint
Non-Fat Chocolate	800,000	\$ _____	1/2 Pint
1% Butterfat Milk	500	\$ _____	gallon
Non-Fat Milk	200	\$ _____	gallon

MILK PRODUCTS

	Estimated Usage	Price	Unit
Natural Sour Cream Lite	1,500	\$ _____	5#
Cottage Cheese	10	\$ _____	5#
1% Vanilla Yogurt	1,500	\$ _____	quart
1% Yogurt 64oz	500	\$ _____	pouch
1% Yogurt 4oz	200	\$ _____	1/4 pint

JUICES

	Estimated Usage	Price	Unit
4 oz. Orange 100% juice shelf stable (USA Grown)	2,500	\$ _____	40ct
4 oz. Apple 100% juice shelf stable (USA Grown)	26,000	\$ _____	40ct

Other Products Available (attach additional pages if necessary):

_____ \$ _____
 _____ \$ _____

The undersigned agrees, if awarded the contract, to make deliveries in accordance with specifications.

NAME OF BIDDER _____

ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

CONTACT PERSON _____

SIGNATURE _____