

Produce - Invitation to Bid

Invitation to Bid #19-001

Date of Issue: May 30th, 2019

Closing Date: June 25th, 2019

Points of Contact:

Central Linn School District

Celeste Van Cleave, Business Manager

Rod Baney, Food Service Supervisor

PO Box 200

Halsey, Oregon 97348

celeste.vancleave@centrallinn.k12.or.us

rodney.baney@centrallinn.k12.or.us

(541)-369-2813

Nondiscrimination. The contractor agrees to comply with (a) Title IV of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) The Americans with Disabilities Act of 1990 and ORS.659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitations statutes, rules and regulations

Central Linn School District – Dairy Products Bid
School Year 2019-2020

INVITATION TO BID
FOR PRODUCE

Notice is hereby given that the Central Linn School District, hereafter referred to as the CLSD, will receive bids for fresh produce for 2019-2020 school year, with (4) four optional (1) one-year annual renewals through the 2023-2024 school year.

Calendar of Events

Event	Date
Release ITB to be Publicly Advertised	5/30/19
Bidder's Written Questions and Requests Received	5/30/19 thru 6/12/19
Release of Addendums to ITB	6/14/19
Bidder Responses Due	6/25/19 Noon
Public Opening of Bids	6/25/19 Noon
Intent to Award	6/26/19
Protest Period	6/27/19
Contract Signed	6/28/19

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

SECTION I
Instructions to Bidders:

Bidders are asked to read all instructions, specifications, and attendant information carefully and thoroughly. The Points of Contact for this ITB is identified on the Cover Page, along with contact information. Bidders shall direct all communications related to any provision of the ITB, whether about the technical requirements of the ITB, contractual requirements, the ITB process, or any other provision only to the contacts listed.

An agreement will be made in writing to the most responsive and responsible bidder with the lowest price total for all items solicited. Where specified in bidding documents, factors such as discounts and transportation cost must be considered in determining which bid is lowest firm fixed price.

Quote all prices NET and Freight on Board (FOB) to the district destination. Please submit firm fixed prices for all items as given in the specifications. Bidders should indicate if the bid price quoted includes any special promotions or discount from the manufacturer of the item.

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Bids will be received for consideration by CLSD until Noon, Tuesday, June 25, 2019. No bids will be accepted after that time and date. Two hard copies and one electronic copy of all proposals (on a USB Flash Drive) shall be sealed in opaque envelopes titled “Produce Bid” and delivered on or before Noon, Tuesday, June 25, 2019 to:

Central Linn School District
PO Box 200
Halsey, OR 97348

The Public Bid Opening will be on June 25, 2019 at Noon PST at:

Central Linn District Office
32433 Hwy 228
Halsey, OR 97348

LATE BIDS: Bids received after the specified due date and time shall not be considered and shall be held unopened by the CLSD until after the award of the contract. CLSD shall make no concessions regarding postal service or any other form of conveyance of the offer document even when timely delivery of the offer fails through no fault of the Bidder. CLSD reserves the right, at its discretion, to consider offers that have been delayed or mishandled by CLSD. The envelope must be marked Central Linn School District Produce Bid.

Bidders must return all required attachments below with bid submission:

1. Section IV Proposal Submittal Form, signed and dated.
2. Section IV Questionnaire of this ITB
3. Attachment A, Certification of Non-Discrimination and Residence
4. Attachment B, Signed Signature Page certification sheet
5. Attachment C, Certification of Business Inclusion and Diversity Plan
6. Attachment D, Certificate of Federal Matters
7. Attachment E, Suspension and Debarment Certificate
8. Attachment F, Clean Air and Water Certification
9. Attachment G, Certification regarding Lobbying Disclosure of Lobbying Activities
10. Attachment H, Return Policy
11. Attachment I, Pricing Proposal Spreadsheet
12. Signed Addenda
13. References

Qualifications of Bidder will be evaluated when determining award of bid. In order to qualify for consideration, the certification and contract offer must be signed by an individual of the company who is authorized to act in that capacity before an award will be made. Failure of responsible officer of the organization to properly sign the bid will result in no consideration being given to the bid.

MODIFICATION OR WITHDRAWAL: Bidders may modify or withdraw their submitted bid only prior to the ITB due date and time. Any modification or withdrawal shall be made in writing, prepared on the

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Bidder's letterhead, signed by an authorized representative of the bidder, 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 in an appropriately marked, sealed envelope to CLSD to receive offers.

CHANGE, CLARIFICATION OR PROTEST: Bidders may request changes or clarification or protest the contract terms and conditions and/or the specifications of the ITB. Bidder's comments must be made in writing and received by CLSD by June 12th to allow enough time for issuance of an addendum, if required. Such comments shall include:

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

All Bids are to remain valid for sixty (60) days from the due date. All envelopes containing requests or protests must be clearly marked to CLSD. CLSD shall not consider a Bidder's request for change or protest after ITB due date and time. CLSD shall provide notice to the applicable Bidder if it entirely rejects the request or protest. If CLSD agrees with the Bidder's request or protest, in whole or in part, the CSD 13J shall issue an addendum reflecting its determination.

ADDENDA: Changes or additions to ITB documents shall be accomplished by written addenda. Addenda shall be issued prior to the ITB due date to allow Bidder sufficient time to consider the changes or additions in preparing their offers. The Bidder shall acknowledge receipt of all addenda issued on the appropriate submittal tab enclosed. At its discretion, CLSD may extend the ITB due date and time to allow Bidders time to analyze and adjust to any changes. The SPC shall notify Bidders of any such changes to the due date and time in the addenda. Bidders are responsible to make inquiry as to any addenda issued.

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

RESPONSIVE/RESPONSIBLE BIDDERS: A responsive Bidder is one that conforms in all-material respects to the ITB. CLSD reserves the right to waive technicalities or minor informalities in determining a Bidder's responsiveness. A responsible Bidder 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.

CLARIFICATION OF RESPONSES: CLSD reserves the right to request clarification of any item in a firm's bid or to request additional information necessary to properly evaluate a particular bid. All requests for clarification and responses shall be in writing. Except for requests and responses related to a

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clarification necessary to evaluate whether a bid has met minimum requirements, all requests for clarification and responses shall be provided to CLSD.

COLLUSION: A person or firm submitting a Bid hereby certifies that no officer, agent or employee of CLSD has a pecuniary interest in this Bid; that the Bid is made in good faith without fraud, collusion or connection of any kind with any other Bidder and that the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES:

A. USE OF RECYCLED MATERIALS

Vendor 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 Vendor. To contribute to a clean environment for present and future generations, Vendor shall utilize sustainable products to the maximum extent feasible during the performance of this Contract. Products and practices utilized by the Vendor shall be based upon long-term environmental impact, social costs, and operational costs.

CONFIDENTIALITY: The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

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 ITB documents in a separate envelope or package.
- 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 Bidder 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.

Bidders 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 ITB cannot be marked confidential, nor,***

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shall any pricing. Should an ITB 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, CLSD reserves the right to disclose information that CLSD determines, in its sole discretion, is not exempt from disclosure or that CLSD is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, CLSD will notify the Bidder. If the Bidder disagrees with CLSD's decision, CLSD may, but is not required to enter into an agreement not to disclose the information so long as the Bidder 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.

METHOD OF AWARD:

- A.** The contents of the ITB of the successful Bidder 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 shall be awarded only to responsible bidders that submits the best-fixed price for all items with most responsive bid which meets and complies with all solicitation requirements as determined by the specification document, provided that the bid is reasonable and it is in the best interest of CLSD to accept it.
- C.** A Notice of Intent to Award (NIA) will be published after the bid evaluation process is complete. Public notice of award will be made by posting the NIA on the Central Linn School District website.

AGGRIEVED BIDDERS: Any adversely affected Bidder may submit a written protest of CLSD's Notice of Intent to Award (NIA). Protest(s) must be received no later than 12:00 noon on the day after the NIA is published.

- A.** A Bidder is only adversely affected if the Bidder is eligible for award of the contract. The protesting Bidder must claim that the selected Bidder is ineligible for award:
 - 1.** Because their offer was non-responsive; or
 - 2.** CLSD committed a substantial violation of a provision in the ITB document or of an applicable administrative rule and the protesting Bidder was unfairly evaluated and would have, but for such substantial violation, been the selected Bidder.
- B.** The written protest must include the name of the person submitting the protest, the name of the Bidder represented by that person, the specific ITB including the solicitation number that is being appealed, and a detailed explanation of the reasons (facts of evidence) for the appeal.
- C.** CLSD shall not consider a protest that is submitted after the established time period.
- D.** The aggrieved Bidder must serve all other Bidders with notice of its appeal to allow for rebuttal.
- E.** Failure to give written notice of appeal to the CLSD as provided herein constitutes a waiver by the aggrieved Bidder of any objections to the NIA.
- F.** Disagreement with the bidding process is not justification for appeal.
- G.** Protest Decision: Upon receipt of any appeal, CLSD or designee shall review the protest and submit a written decision to the protester within one day of the date of receipt of the protest. The affected Bidder must take further protest to the CLSD Board. The aggrieved Bidder must notify CLSD in writing before such action is taken.

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PRICES: Prices quoted must be exclusive of federal, state, and local taxes. If the Bidder believes that certain taxes are payable by the member School District, the Bidder may list such taxes separately, directly below the unit prices for the affected item.

PROPOSAL PREPARATION COSTS: CLSD is not liable for any costs incurred by the Bidder in preparation of the Bid.

SAFETY: The vendor shall comply with all application provisions of the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) throughout the duration of this agreement

SECTION II
General Terms and Conditions:

ACCEPTANCE: Signature on an agreement shall constitute acceptance of the offer including all the terms and conditions specified in the solicitation. Receipt of a fully executed agreement shall cause initiation of performance by the Vendor. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Vendor are rejected unless expressly agreed to in writing by an authorized representative of CLSD.

All Vendors are required to comply with the provisions of Federal and State statutes, regulations, and provisions for the award. Attention is directed to 2 CFR 200 subpart D and Appendix II, 7 CFR 210.21, ORS 244. Government Ethics; ORS 279 Public Contracts and Purchasing; ORS chapter 125, Division 300 to 360 Public Contract Exemptions; and State of Oregon Department of Justice Attorney Generals Model Public Contract Rules manual. Bidders must clearly indicate resident or non-resident status as required in ORS 279A.120(1).

Pursuant to ORS 279B.100, CLSD reserves the right to reject any bid not in compliance with prescribed public bidding procedures and requirements and may reject all bids if it is in the public interest to do so. CLSD expressly reserves the following rights:

- (1) to select or reject any and/or all bids or portions thereof,
- (2) to waive any and/or all irregularities in the bids submitted,
- (3) to reject any bids not in compliance with all prescribed public bidding procedures and requirements,
- (4) to consider the competency and responsibility of bidders in making any award,
- (5) to reject any and/or all bids not meeting the specifications set forth herein.
- (6) to award the contract by lot or by individual item as CLSD deems appropriate, unless otherwise specified,
- (7) to make the award based on their best judgment as to which merchandise or services comply with the specifications,
- (8) to increase or decrease specified quantities by 25% on any item listed herein with the understanding that bid price per unit will apply on revised quantity.

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ASSIGNMENT: This agreement or any interest hereunder shall not be assigned or transferred by the Vendor without the prior written consent of CLSD.

No alteration in any of the terms, conditions, delivery, quality, quantity, or specifications will be effective without the prior written consent of CLSD. No charges will be allowed for handling which includes but is not limited to, packing, wrapping, bags, containers, or reels, etc., unless specifically stated.

Prices quoted should not include federal excise or transportation taxes, nor state or sales taxes as CLSD is exempt from such taxes. Federal excise exemption certificate will be furnished if required.

The vendor warrants all articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defects.

Modification of Contracted Product Lists to Acquire Additional Goods or Increase Quantities of Listed Goods: During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Program. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 15 % of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term, will be the basis for determining the maximum dollar amount not to exceed 15% of additional goods that will be allowed during the next contract renewal year.

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-vendors to comply, with the applicable requirements and responsibilities set forth in the Buy American code of federal regulations 7 CFR 210.21(d) and 7 CFR 220.16(d).

Domestic Food Service Products mean:

1. An agricultural commodity that is produced in the United States, and;
2. A Food Service Product that is processed in the United States substantially using agricultural commodities that are produced in the United States
 - As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
 - CLSD 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).

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- Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically.

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

The request must include the:

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

Vendor will provide the district with point of origin for all products and alert the district if product cannot reasonably be provided domestically due to lack of availability or without a significant price increase.

SMALL, MINORITY, AND WOMEN BUSINESS: Pursuant to 2 CFR 200.321 and Oregon Revised Statute (ORS) Chapter 200, and as a matter of commitment, CLSD encourages the participation of minority, women, and emerging small business enterprises in all contracting opportunities. CLSD 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 C) prior to execution.

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

EQUAL OPPORTUNITY: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the DAS (State or

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local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

TERMINATION FOR CONVENIENCE: CLSD may terminate a contract, in whole or in part without showing cause upon giving written notice to the Vendor. CLSD shall pay all reasonable costs incurred by the Vendor up to the date of termination. The Vendor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

TERMINATION FOR DEFAULT:

A. CLSD 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. CLSD's termination of an agreement or of a Vendor's performance shall not restrict or abrogate any other remedy available to the CLSD 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 CLSD board 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 CLSD will permit the Vendor to correct the failure to perform.

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CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

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

DEBARMENT AND SUSPENSION:

CLSD will not make a contract award (see 2 CFR 180.220) to parties listed on the government wide exclusions in the System for Award Management (SAM). All bidders must complete and submit a debarment and suspension certification with their bids and all contract renewals.

BYRD ANTI-LOBBYING AMENDMENT:

All Bidders must complete and submit the required certification with their bid that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

INDEMNIFICATION: Except for claims arising out of acts caused by the sole negligence of the CLSD, the Vendor, and employees of such, agrees to indemnify and hold harmless CLSD, and its employees, from acts or omissions of any nature whatsoever of the Vendor, its agents, servants, and employees, causing injury to, or death of person (s) or damage to property arising out of services provided and from any expense incident to the defense of CLSD there from. The Vendor agrees to hold CLSD harmless from and to defend it against, any and all claims arising out of this Agreement.

DELAYS: The Vendor shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated the Vendor should immediately give notice thereof to the member School District.

NEGOTIATION WITH AWARDED VENDOR: CLSD reserves the right to negotiate final contract terms with the awarded Vendor to the fullest extent allowed by law and as in the best interest of member districts.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: The Vendor shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations hereunder, including the applicable provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and all regulations and standards and any amendments issued pursuant thereto. CLSD shall have the right to immediately terminate this agreement if the Vendor fails to comply with such acts and regulations.

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IDENTIFICATION OF VENDOR’S EMPLOYEES: The Vendor shall be responsible for furnishing to each employee and for requiring each employee engaged with member district to display such identification.

BACKGROUND CHECKS: All company personnel that will be on CLSD school premises shall agree to a thorough background check, and possible random re-check. Vendor will provide CLSD with a list of all company personnel that will be on-site and will update/notify CLSD’s nutrition services department five days prior to new employees visiting sites.

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

INSURANCE: Before commencing work, Vendor shall procure and maintain insurance with an insurance carrier satisfactory to the CLSD. Certificates of such insurance issued by the Vendor’s insurance carrier shall be filed with CLSD before commencement of work. CLSD 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: \$2,000,000.00 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate.
- C. COMMERCIAL GENERAL LIABILITY to include premises operations, independent Vendors, products/completed operations, and blanket contractual: \$2,000,000.00 Combined Single Limit Bodily Injury, Property Damage, and personal injury-any one occurrence and with an annual aggregate limit of \$4,000,000.00.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of Vendor and employees with a limit of \$2,000,000.00 per occurrence and with an annual aggregate limit of \$4,000,000.00.
- E. Certificates of Insurance shall be issued to:
 - Central Linn School District
 - PO Box 200
 - Halsey, OR 97348
- F. The Vendor agrees to pay for the insurance specified and agrees to provide the District with a thirty (30) day notice of cancellation if non-renewal occurs during the agreement period.

CHANGES: CLSD, at any time, and from time to time by written order from the District’s Purchasing Department to the Vendor, may make changes in any one or more of the following:

- (a) method of shipment or packing; and
- (b) time and/or place of delivery, including adding or changing delivery locations and to increase or decrease the number of deliveries to delivery locations; and
- (c) the quantity of items ordered. 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

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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 CLSD.

SECTION III
Special Terms and Conditions

SCOPE: Central Linn School District is seeking bidders to provide fresh produce. The objective is to minimize costs while providing flexibility and productivity to our School District.

BACKGROUND: CLSD is a public School District that operates 2 school sites.

CONTRACT PERIOD: The contract period shall be from July 1, 2019 through June 30, 2020. The initial contract is for a one-year period with the option of four one-year renewals.

RENEWAL OPTION: This contract may be renewed upon mutual agreement of Central Linn School District and the Vendor for four (4) additional one (1) year periods (up to June 30, 2024).

SERVICES REQUESTED:

A. The Vendor must have the following:

1. Delivery and Sales representative that will be assigned to CLSD.
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 8-5, Monday through Friday workweek.
4. Access to sufficient trucks, delivery hardware, and product to service these accounts.

B. The Vendor must:

1. Be a dairy distributor with five 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 outside regular school hours.
6. Be able to deliver to both schools.

C. The Vendor must provide a list of user references that have similar delivery service contracts.

TERMS:

A. All bids shall be for merchandise delivered F.O.B. destination.

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 both product

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and invoice, from whichever date is later. Receiving records and invoices must match exactly before payment will be processed. Invoices must be mailed or e-mailed by the 5th of the month following services.

- D. All costs and/or charges must be clearly identified in the bid document submittals
- E. Any rebate or savings that the vendor receives must be passed on to the CLSD.

PROPOSAL REQUIREMENTS: It is the intent of CLSD to review and accept bids from qualified vendors that can provide the products, specified service and meets all other conditions addressed throughout this document. CLSD intends to enter into an agreement with the successful bidders based on the terms and conditions contained herein.

OBJECTIVE: The objective of the CLSD Price Agreement is:

- A. Minimizes product costs.
- B. Includes delivery requirements.
- C. Maintains product quality throughout the agreement period.
- D. Includes service requirements of all products available.
- E. Allows flexibility in order placement.
- F. Defines the time frame.
- G. Gives price stability for budget planning.
- H. Considers total cost for district.

PRODUCTS: Are to be furnished and delivered in accordance with the following:

Products must be processed in accordance with standards of best commercial practice. All products must be labeled with:

1. Product Name
2. Product number (if applicable)
3. Finished product net weight
4. Expiration Date

Product Quality: All products sold to CLSD shall be warranted and guaranteed to be merchantable by the Vendor and fit for the purpose for which it is intended. Products shall have a minimum of 95% left on the “sell by”, “freshness date”, or “pull date” at time of delivery. “Pull date” is the end of the shelf life for purposes of this proposal.

Products shall arrive from suppliers that have passed a third-party audit verification of GAP (USDA Good Agricultural Practices) and/or GHP (USDA Good Handling Practices).

Deviations from specifications: 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 CLSD. During the term of the contract, Vendor must adhere to the pack and size specifications.

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Packaging and Labeling: 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. Labeling of all containers shall comply with Federal Food, Drug and Cosmetic Acts and related legislation including latest revisions. Packaging must be in accordance with good commercial practice. Package size to be manufacturer’s standard unless otherwise specified. Proposers are advised to make notations for items found on Pricing Attachment which have had packaging changes by the producer and price accordingly. Failure to make notation will be construed as merchandise being furnished as specified. Each shipping container shall be labeled legibly to show:

1. Name of product contained
2. Item number
3. Product number
4. Net Weight
5. Plant number
6. Name, address and date packed (month, day, year)
7. Best Used By/Expiration Date
8. Chilled products shall be marked “Keep Under Refrigeration”
9. “ROOM TEMPERATURE” held products shall be labeled as such
10. Labels shall display clearly the Port of Origin and Country of Origin

Vendor will provide split cases as requested by the District. No case split fees shall apply as a result of this request.

VENDOR DELIVERABLES AND RESPONSIBILITIES:

Delivery and Performance Schedule

Vendor must meet the highest standards prevalent in the industry or business most closely involved in providing the Goods or Services that CLSD are purchasing.

The Vendor shall make delivery to CLSD as requested throughout the school year. Deliveries shall be made as needed and within the timeframe requested for each school. Delivery charges are (F.O.B.) and must be included in the Bidder’s pricing.

General Delivery Requirements:

Vendor shall meet the following conditions:

Provide packing slips with each shipment identifying items ordered by CLSD. Packing slip will include item number(s), quantity ordered, and associated invoice numbers.

All deliveries shall be organized for easy off loading and receipting.

Delivery schedule and frequency will be determined by district to assure proper inspections. Delivery schedule can be amended to allow additional delivery sites and times as required by the district.

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Expected delivery sites:

PRODUCE DELIVERY SITES

Central Linn Elementary	239 W 2 nd St	Halsey, OR 97348
Central Linn High School	32433 Hwy 228	Halsey, OR 97348

1. Deliveries will be accomplished outside of regular school hours at each of the supplied addresses unless both parties mutually agree to a different time.
2. Delivery shall be twice a week unless both parties mutually agree on a different frequency.
3. Describe order process and lead time needed. Please include whether or not on-line ordering is available.
4. Additional items available: Bidder to attach product list, Specifications, Nutritional Labels including pack size and pricing.

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 CLSD.

Refrigeration/Climate Control:

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 item(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.

Transportation of refrigerated/ frozen products shall be made in clean mechanically refrigerated trucks with the refrigeration equipment operating and the interior of the refrigeration unit not to exceed recommended temperature.

Delivery Delays:

If delivery delays are foreseen CLSD must be notified within 24 hours of Vendor's knowledge of such delay. Vendor shall keep CLSD advised of the status of deliveries.

Failure to meet delivery dates may constitute a breach of Contract by Vendor which may subject Vendor to termination under terms and conditions of the resultant Contract.

In the event of default by the Vendor of their obligations, CLSD reserves the right to obtain the required products elsewhere. Vendor would be responsible for any differences in price for the replacement products.

Holidays/School Closures:

In the event of a school holiday or schools are closed for inclement weather, then deliveries will be made the next day that the schools are open, or deliveries will be coordinated between CLSD and Vendor.

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Product Recall:

If a product recall is instituted on an item that has been delivered, the Vendor will immediately notify CLSD within 24 hours. The Vendor will be responsible for all costs associated with 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 CLSD are affected by the usage of this product, the Vendor and/or Vendor's processor must and will assume full liability.

Food Safety Testing:

CLSD 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 CLSD. Such analysis is to be paid for by CLSD if the product meets the specifications. If the product fails to meet specification analysis, 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 CLSD for all remaining affected product within five (5) working days of notification. Vendor will be responsible for all shipping, disposal, return, and restocking fees. CLSD 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.

Failure of the product to meet specifications and acceptable chemical and bacterial levels may be considered a breach of Contract and addressed as stated in the Contract terms and conditions.

All noncompliant products at the time of analysis must be picked up and a refund issued to CLSD within 48 hours.

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 member district, all products furnished by Vendor shall be maintained in facilities owned and operated by the Vendor, during the term of any resultant Contract.

Food Safety:

The Vendor's premises, equipment, supplies and warehouse facilities shall be maintained, throughout the life of the contract, in conditions satisfactory to CLSD and in compliance with the State of Oregon Health and Sanitation Code. The Vendor shall adhere to the highest standards of cleanliness and sanitary practices, including the food distributor's employee's appearance and performance in the preparation, service, transportation, and storage of food and related items.

The Vendor's facility shall be subject to inspection at all times. If in the opinion of CLSD 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 CLSD as a result of such a termination shall be charged against the Vendor.

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Inspection:

Delivery of items that do not meet all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Vendor at no cost to CLSD.

PRICING:

All pricing submittals shall be entered into the Price Bid Spreadsheet.

CLSD is asking for a firm fixed price for all items, please identify if pricing for a domestic or non-domestic product.

The firm fixed price will be subject to a monthly escalator provision of no more than 10%. Product increase above 10% of the firm fixed price will require substitution of similar product. Use the monthly price listing (provide copy monthly to CLSD) for the period.

Discount Payment Terms:

Proposer may indicate any discounts proposed for early payment.

Estimated Purchase Quantities:

The volume of service indicated is an estimate of anticipated one-year purchases and are offered solely for the purpose of bid 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.

	DESCRIPTION	UNIT SIZE	EST. QTY REQUIRED
1	Apples, Red Delicious	40lb case	70
2	Broccoli Florets	3lb bags	55
3	Carrots, Baby Peeled	(30) 1 lb bags/case	20
4	Celery Sticks	lb	250
5	Cucumbers	36ct	70
6	Mushrooms, White Medium	10 lb	25
7	Olives, Sliced Black	10lb case	10
8	Oranges, Navel	40 lb case	35
7	Olives, Sliced Black	(6) 10lb/case	10
8	Oranges, Navel	(113 ct)/ 40 lb case	35
9	Peppers, Green Bell	2 lb	25
10	Peppers, Red Bell	2 lb	25
11	Peppers, Yellow Bell	2 lb	25
12	Pickles, Dill Chips	5 Gal	20
10	Salad W/Romaine	20/case	40
11	Salad W/Romaine	5lb	60
12	Tomatoes	2lb bag	85

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SECTION IV
Bid Submittal Procedures

Bid Deadline:

Sealed Bids will be accepted until Noon local time June 25, 2019, at Central Linn School District, PO Box 200, Halsey, OR 97348. All bids are to be clearly labeled on the outside of the envelope “Central Linn School District Produce Bid”. Each packet shall contain two hard copies and one electronic copy of all proposals (on a USB Flash Drive). Delivery is the sole responsibility of the Bidder. The Bidder accepts all risks of late delivery of mailed bids or of miss-delivery regardless of fault. All bids received after the date and time indicated above will be returned unopened. No more than one bid may be submitted by each proposing firm.

Restrictions on CLSD Contact:

From the issue date of this ITB until the award of the agreement, all contact with CLSD concerning the ITB must go through Rod Baney, Food Service Supervisor, Rodney.baney@centrallinn.k12.or.us or Celeste Van Cleave, Business Manager, celeste.vandcleave@centrallinn.12.or.us, or **(541) 369-2813**.

Right to Reject Proposals:

CLSD reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether that bid is selected. Submission of a bid indicates acceptance by the firm of the conditions contained in this ITB unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the District and the awarded firm. **We reserve the right without prejudice to reject any and all bids.**

Cost of Preparing a Bid:

The ITB does not commit CLSD to paying any costs incurred by any Bidder in the submission or presentation of a Bid, or in making the necessary studies for the preparation thereof.

BID CONTENT AND FORMAT:

To simplify and expedite the review process, CLSD requests that candidates prepare bids in the standard format specified below:

Title Page

Proposer should identify the ITB subject, name of the firm, local address, telephone number, fax number, name and title of contact person, date of submission, and period for which the Bid is effective (non-rescindable).

Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

Transmittal Letter

The transmittal letter should be not more than two pages long and should include as a minimum the following:

- a) A brief statement of the Bidder's understanding of the objective of the services to be performed;
- b) A positive commitment to perform the services within the time period specified;

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c) The names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

SUBMITALS REQUIRED:

Each submittal shall contain the following forms:

1. Section IV Proposal Submittal Form, signed and dated.
2. Section IV Questionnaire of this ITB
3. Attachment A, Certification of Non-Discrimination and Residence
4. Attachment B, Signed Signature Page certification sheet
5. Attachment C, Certification of Business Inclusion and Diversity Plan
6. Attachment D, Certificate of Federal Matters
7. Attachment E, Suspension and Debarment Certificate
8. Attachment F, Clean Air and Water Certification
9. Attachment G, Certification regarding Lobbying Disclosure of Lobbying Activities
10. Attachment H, Return Policy
11. Attachment I, Pricing Proposal Spreadsheet
12. Signed Addenda
13. References

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ADDITIONAL REPRESENTATIONS

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

1. Consultants and firm specialists mentioned in response to this ITB can only be changed with the express prior written permission of CLSD, which retains the right to approve or reject replacements.
2. The Bidder, 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 bid, or in the contract proposed to be entered into.
3. The Bidder, and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, 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 bid 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 Bidder or with any competitor;
 - B. Unless otherwise required by law, the fees and rates that have been quoted in the bid have not been knowingly disclosed by the Bidder prior to the bid deadline, either directly or indirectly, to any other Bidder or competitor;
 - C. No attempt has been made nor will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid 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 CLSD, has a direct or indirect financial interest in the bid;
 - E. Said Bidder is not in arrears to CLSD upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to CLSD and has not been declared irresponsible, or unqualified, by any department of a School District or the State of Oregon, nor is there any proceeding pending relating to the responsibility or qualification of the Bidder to receive public contracts, except (if none, Bidder will insert "none");
4. The Bidder has examined all parts of this ITB, including all requirements and contract terms and conditions thereof, and, if its bid is accepted, the Bidder shall execute a price agreement which incorporates the stated requirements, bid response and terms and conditions.
5. The Proposer fully understands and submits its bid with the specific knowledge that:
 - A. The selected bid must be approved by CLSD Business Manager.
 - B. In the event that the Bidder's bid is accepted and receives all necessary approvals, the bid will be incorporated into a price agreement containing general terms and conditions as provided in the ITB, and CLSD Business Manager must approve the resultant price agreement. The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes CLSD to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Bidder. The undersigned has examined all parts of this ITB 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: _____

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BID SCHEDULE AND OFFER, QUESTIONNAIRE

ITB # _____

VENDOR HISTORY SHEET

(Attach Additional Pages as Required)

VENDOR: (dba)

(aka) _____

Corporation: _____ Partnership: _____

Phone: _____ Fax: _____

How Many Years in Business: _____ ?

Describe your capabilities to provide requested products, delivery service to CLSD (include number of vehicles, types of vehicles, storage information, drivers involved, and other pertinent data):

PERFORMANCE HISTORY:

Please provide the names of public school districts to which you have provided food service products and delivery service to for 18 months or longer:

<u>Agency Name</u>	<u>Location</u>	<u>Delivery/Week</u>	<u>Provided Service</u>	<u>Date of Service</u>
--------------------	-----------------	----------------------	-------------------------	------------------------

- 1.
- 2.
- 3.

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**ATTACHMENT A
PROPOSAL CERTIFICATIONS
NON-DISCRIMINATION CLAUSE**

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

Agreed by: _____
Firm Name: _____
Address: _____

RESIDENT CERTIFICATE

Please Check One:

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

Or

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

Please specify your state of residence:

Officer's Signature: _____

Type or Print Officer's Name: _____

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**ATTACHMENT B
SIGNATURE PAGE**

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

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by the District policies and regulations.

The undersigned, by submitting a bid, represents that:

- A. The Bidder has read and understands the specifications and any drawings or attachments and the bid is made in accordance herewith.
- B. The bid is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this ITB may disqualify the vendor as being non-responsive.

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

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

Addenda: No. _____ to No. _____ inclusive.

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

Name of Firm: _____

Address: _____

Telephone Number: _____ FAX Number: _____

Email of Representative: _____

Federal ID Number: _____

By: _____ Date: _____

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

Print: _____

NAME TITLE _____

If corporation, attest: _____

(Corporate Officer)

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ATTACHMENT C

Oregon Certification of Business Inclusion and Diversity Plan

“Certified Firm” means a small business certified under 2 CFR 200.321 and 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, Bidder 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. Bidder has not discriminated and will not discriminate against a sub-vendor in the awarding of a subcontract because the sub-vendor is a Certified Firm.

Bidder 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 Bidder with the apparent highest scoring Bid 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.

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Oregon Certification of Business Inclusion and Diversity Plan (continued)

1. Is Bidder an Oregon Certified Firm? Yes _____ No _____

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

Oregon State Certification Number: _____

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

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

3. The Bidder shall provide a narrative description of its experience in obtaining a certified firm's participation as a sub-vendor, consultant, or supplier on previous projects, and discuss any innovative or particularly successful measures that the Bidder has undertaken. The Bidder 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 Bidder 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 Bidder 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 Bidder shall describe any technical assistance or mentoring the Bidder provided to Certified Firms subcontracting on each project. If none, mark the following checkbox: _____ *No prior experience obtaining participation from Certified Firms.*

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Oregon Certification of Business Inclusion and Diversity Plan (continued)

Project 1

Name _____

Award Date ___/___/___ Completion Date ___/___/___ Contract Award Amount \$ _____

Certified Firms goal percentage, if applicable _____% Certified firm's 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 firm's 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.

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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 firm's 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 Bidder 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 Bidder's successful past experience. If Bidder has no previous outreach experience, the Bidder shall describe the outreach plan it intends to use if awarded the contract. The Bidder must include the following in its plan:

- i. A description of the steps that the Bidder will take to solicit participation by Certified Firms;
- ii. A description of the mentoring, technical, or other business development assistance the Bidder will provide to sub-vendors needing or requesting such services.

If awarded the contract, the Bidder 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: _____

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ATTACHMENT D

Certification Regarding Federal Matters

Because certain Authorized Purchasers may utilize federal funding to purchase Goods and Services under a Contract, all Bidders must complete and submit this certification as part of submitting a Bid. 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

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

(1) If the Contract is for more than \$10,000, compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, in section 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1, is not forfeited.

(2) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

(3) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

(4) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

(5) If the Contract is for more than \$100,000, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection DAS regulations (40 CFR part 15).

(6) Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(7) Compliance with mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific

products containing recycled materials identified in guidelines developed by the Environmental Protection DAS. Current guidelines are set forth in 40 CFR Part 247.

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(8) Compliance with applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled “Audits of States, Local Governments and Non-Profit Organizations.” Sub recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds.

(9) Compliance with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

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

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

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

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

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

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

d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to

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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 Bidder to this Certification Regarding Federal Matters:

Bidder Name (Printed)

By (Authorized Signature of Person with Authority to Obligate the Bidder), and Date

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ATTACHMENT E

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.

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

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Attachment F

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 Vendor shall execute this Certificate.

NAME OF VENDOR

THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C 7401-7671q, as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387, as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in section 42 U.S.C.7410(d) of the Clean Air Act (42 U.S.C. 7410), an

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Attachment G

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, Sub-grants, 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

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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 _____Sub-awardee Tier _____, if known: Congressional District , if known:		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District , if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number , if applicable: _____	
8. Federal Action Number , if known:	9. Award Amount , if known: \$	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)	10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)	
11. Amount of Payment (check all that apply): \$ _____ ___ Actual ___ Planned	12. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____	
13. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____	14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____	
15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: Attach Continuation Sheet(s) SF-LLL-A (if necessary)		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form -- LLL

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This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", 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 Sponsor's 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.

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Attachment H

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 CLSD Invitation to Bid (ITB) documents. If any language in your polies or procedures conflicts with the ITB, the CLSD ITB Document will supersede.

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

Vendor Name: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Policy/procedure: _____

Signature: _____ Date: _____

