



REQUEST FOR PROPOSALS

PORTLAND PUBLIC SCHOOLS,
SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON

PROCUREMENT SERVICES
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Farm-to-School Produce “Harvest of the Month”

RFP No. 07-1065

PROPOSALS DUE: NOT LATER THAN 2:00 PM, May 30, 2007
LATE PROPOSALS WILL NOT BE ACCEPTED

An **Optional** Pre-proposal meeting will be held on Tuesday, May 15, 2007 at 10:30AM in the Facilities Conference Room, 2nd floor, 501 North Dixon, Portland, Oregon, 97227. **Attendance is optional.** This meeting is designed to clarify the information that is requested and give an opportunity for questions and answers.

**REQUEST FOR PROPOSAL
Farm to School Produce
Harvest of the Month**

RFP NO. 07-1065

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- ATTACHMENT A: SAMPLE CONTRACT
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1 OVERVIEW

1.1 INTRODUCTION

Portland Public Schools is increasingly aware of this region's capacity to provide locally produced food. The District is working with community partners, such as Ecotrust, to integrate regionally grown and processed foods into the school food service.

The District seeks proposals from farmers to provide selected items to be featured as "Harvest of the Month" (HoM) promotional meal items during a limited number of times throughout the school year.

The District encourages growers to consider school food services as a viable outlet for their products. Therefore, the District is interested in exploring opportunities for contracts with farmers that satisfy the District's needs for selected HoM produce.

1.2 PRE-PROPOSAL CONFERENCE

An **optional** Pre-Proposal conference will be held on Tuesday, May 15, 2007 at 10:30 AM in the Facilities Conference Room, 2nd floor, 501 North Dixon, Portland, OR 97227. The meeting is designed to clarify the information that is requested and give an opportunity for questions and answers.

1.3 TERM OF CONTRACT

The contract term shall be twelve (12 months) with an option to renew for four (4) additional twelve-month periods. The District may award to one or more proposers for each product.

1.4 CONTRACT PROVISIONS

Proposers are advised to read and become familiar with the District's standard terms and conditions provided in section 5 and in the sample contract (Attachment A).

~~4.1.~~ Certain contract terms reflect State and Federal requirements and may not be altered.

~~5.2.~~ In particular, Proposers attention is directed to insurance and liability requirements in the sample contract. District will not agree to changes that unreasonably increase District's risk.

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1.5 TIMELINES

ACTIVITY	DATE
Issue and Advertise RFP	May 7, 2007
Optional Pre-Proposal Conference	May 15, 2007
Deadline for Questions	May 23, 2007
Proposals Due	May 30, 2007
Anticipated Contract Start	August 1, 2007

NOTE: The District reserves the right to deviate from this schedule.

2 SCOPE OF WORK

2.1 STATEMENT OF WORK

The District is implementing a Harvest of the Month (HoM) educational promotion in the District. Harvest of the Month is one step toward realizing the vision District holds for school cafeterias as a model for health, wellness and food system sustainability. With HoM the cafeteria is viewed as a learning laboratory to introduce students to locally sourced foods. The District will serve one HoM fruit or vegetable twice during the month in which it is featured. Due to availability of fresh produce during winter months, canned fruits and vegetables will be featured in December, March and April. Canned products are not part of this RFP. The District will review any reasonable proposal for other produce during the school year.

The intention of the RFP is to purchase Produce directly from the Farmer that has grown the produce. It is desirable to purchase product from Farms that are located as close to Portland Public Schools as possible in order to provide the freshest produce as possible. The District is interested in working with Farmers whose produce production practices support environmental sustainability goals, such as, (but not restricted to), reduced use or elimination of chemical pesticides and fertilizers, use of organic fertilizers, fewer transport miles between farm and District, and environmentally friendly packaging.

Featured HoM products will be promoted through student artwork in District's calendar and posters in school cafeterias. Some schools may also choose to provide supplemental educational activities in their classrooms and / or their school garden programs.

The District used the following in determining which products to feature in HoM:

1. **Availability** of the item in markets where students live such that the featured item is more likely to also be offered outside of the school environment.
2. Anticipated **purchase price** of selected items was considered and it was determined that District would attempt to purchase selected items during the height of harvest season to allow for competitive pricing.
3. Consideration was given to **children's food preferences** and how much children generally like each item selected for HoM.
4. Foods were selected to represent the **diverse** bio-cultural landscape and food economy in which the school District is located. Considerations included foods both associated with traditional Pacific Northwest cuisine and those that honor diverse culture's culinary histories.
5. Both **fresh** and **processed** (i.e. canned) items were selected.
6. Foods selected were chosen for their **ease in preparation** given existing kitchen equipment and available recipes.
7. To **familiarize** staff and students with the HoM program and build early community support and student acceptance, popular foods will be featured early in the school year.
8. To promote **school garden connections**, foods were selected that are also likely to be grown in school gardens.
9. **Nutrient dense** foods were selected.
10. To aid in incorporating foods into the meal pattern, the **storability** of selected items was considered.
11. So that kitchens may incorporate the HoM products into a variety of dishes, the **versatility** of the selected item was considered.

Based on the above considerations, the District has chosen to feature the following HoM products. In months where the availability of quantities needed of the selected food is unknown, two items have been listed.

	September	October	November	December	January
First selection	Watermelon	Kiwi	Winter Squash	(Canned) Cherries	Bosc or Comice Pears
Second selection		Rainbow Carrots			

	February	March	April	May	June
First selection	Golden and Bulls eye Beets	(Canned) Plums	(Canned) Green beans	Lettuce Mix	Strawberries
Second selection	(Canned) Peaches				

Warranty

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

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. If the product fails to meet specification analysis the Contractor will be billed for the analysis by the laboratory and shall pay all such billings within thirty (30) days. Additionally the Contractor shall immediately replace or refund the District for all remaining affected product within five (5) working days of notification. Contractor will be responsible for all shipping, disposal, return, and restocking fees. The District reserves the right to have Non-compliant products shipped to and stored in commercial storage facilities at the supplier'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 warrant cancellation of the contract and future business with the District may be jeopardized. All products in the District's warehouse at the time of analysis must be picked up and a refund issued to the District.

Product Quality

It is the responsibility of the Contractor to contact the USDA and arrange for inspection of the items which require inspection certificates. The cost for inspection and stamping of required products is the responsibility of the Contractor.

If the delivered products appear to fall below the grade specified, the District reserves the right to submit items in doubt to the nearest USDA office for official inspection and grading. It is agreed the party in error will pay the cost of the inspection.

Products must be, or must be processed from, sound, firm, first quality fruits and vegetables in accordance with standards of best commercial practice. Trimmed product shall be free of decay spots, sunburn, freezer burn, insects, injury or any other physical damage.

Samples – Product samples may be requested by the District. Samples needed for a proposal to be evaluated properly will be delivered within three (3) working days from the time the vendor is notified by the District.

Samples will be submitted at no cost to the District.

Failure to submit requested samples of items may disqualify the proposal from further consideration.

Samples are to be delivered to 501 N. Dixon Street, Portland, OR 97227. The amount of sample to submit is one unopened case with the manufacturer's label intact containing the product name, and brand (if applicable). All samples must be clearly marked with the following information: Proposer's name, RFP number, and item name.

Product Recall - If a product recall is instituted on an item that has been delivered, the Contractor will immediately notify (within 24 hours) the District. The Contractor 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 the District are affected by the usage of this product, the Contractor and/or Contractor's processor must and will assume full liability.

Add/delete items

The District reserves the right to add or delete items during term of awarded contract as dictated by changing requirements. If items are added, then the District shall have the opportunity to purchase such products at a price consistent with the Contractor's contract mark up of other items.

Packaging:

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.

Package sizes are to be manufacturer's standard unless otherwise specified. Bidders are advised to make notations on items that have had packaging changes by the producer and price accordingly. Failure to make notation will be construed as merchandise being furnished as specified.

Cartons and carriers used to transport products from the Contractor's location 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.

Pack Size - The Contractor will not change the pack size during the term of the contract, unless circumstances arise that are out of the Contractor's control. Notice in writing with an explanation for the change will be given to the District prior to any changes that may occur.

Quantity - The District does not guarantee orders in the amounts listed nor shall the District be required to limit its orders to specific figures. This is an indefinite quantity proposal based on estimated usage and average daily participation (ADP) and the figures represent the Districts' best estimates at the current time. It is the Districts' intention to try to meet these figures to the best of their ability. The District does not guarantee any specific usage.

Placing Orders

When orders are placed the Contractor shall be responsible at that time for indicating shortages, back orders, and delayed shipments. Contractor shall indicate on the Packing Slip whether shorted items are on back order or whether the order is considered shipped complete. **If Contractor is unable to deliver all items shorted within the time required by the by the District.**

Orders will be e-mailed to awarded vendor.

1.3.1 DELIVERY REQUIREMENTS

The selected Contractor(s) shall make delivery to the District as requested throughout the school year. Deliveries shall be made as needed and within the timeframe requested for each District.

Delays - If delivery delays are foreseen:

- The District must be notified within 24 hours of Contractor's knowledge of such delay.
- Contractor shall keep the District advised of the status of deliveries.
- Two failures to meet delivery dates will constitute a breach of contract by Contractor which may subject Contractor to termination under terms and conditions of the resultant contract, and may further jeopardize future bidding opportunities with the District.
- In the event of default by the Contractor of their obligations, the District reserves the right to obtain the required products elsewhere. The Contractor would be responsible for any differences in price for the replacement products.

General Delivery Requirements -Contractor shall meet the following conditions:

- The Contractor shall have the ability to provide and deliver 98% of products ordered.
- Notify the Nutrition Services Department of any shortage(s) three (3) days before the delivery. Contact number: Portland Public Schools Nutrition Services: 503-916-3033.
- Provide packing slips with each shipment identifying items ordered by the District's item number(s), quantity ordered, purchase order and associated invoice numbers.
- Products shall be delivered in a clean truck.
- All deliveries shall be organized for easy off loading and receipting.
- The Contractor shall be held responsible for any shortages of delivered products.
- Products that do not meet bid or HACCP specifications may be rejected and replacement of the rejected products shall occur within five business days of the delivery date and at no cost to the District.
- The District will need a single drop delivery. The days of the week will be negotiated between the District and the Contractor. Deliveries will need to be made between 7:00 AM and 1:00 PM. Deliveries will be made to the Portland Public Schools Central Warehouse at 550 N. Wheeler Place, Portland Oregon 97227.

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

Food Safety

The Contractor'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 Contractor shall adhere to the highest standards of cleanliness and sanitary practices, including the employee's appearance, performance in the preparation, service, transportation, and storage of food and related items.

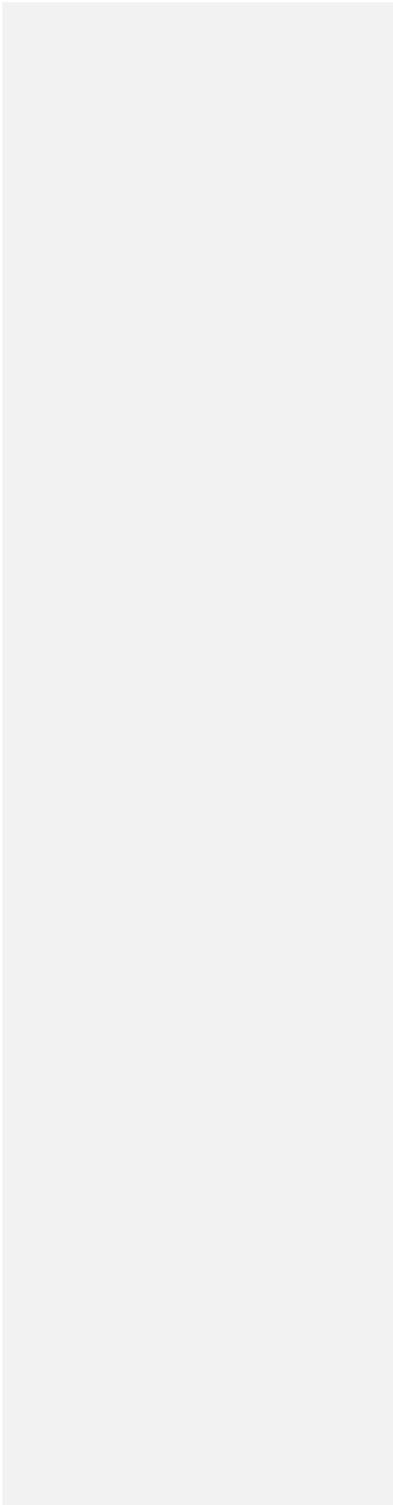
The Contractor's facility shall be subject to inspection at all times. If in the opinion of the District, sanitary conditions are unsatisfactory, the contract shall be subject to immediate cancellation. Any losses incurred by the District as a result of such a cancellation shall be charged against the Contractor.

Discount payment terms

Bidder shall indicate terms of payment where indicated in the bid documents and any discounts proposed for early payment. Such early payment terms shall be factored into the cost analysis determining the low bidder. Minimum terms of less than 10 days of receipt of invoice.

Fuel Surcharge – In the event that fuel prices increase significantly over the life of the contract, then a fuel surcharge can be negotiated.

Holidays/School Closures – If there is 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 negotiated between each District and the Contractor



3 PROPOSAL FORMAT, EVALUATION, AND SELECTION

3.1 PROPOSAL FORMAT

All proposals must conform to the following format:

- Proposals must be written in English, typed, and single-spaced (or greater).
- Proposal pages must be numbered consecutively and must not exceed 25 pages. Pages in excess shall not be evaluated. Double-sided sheets will be counted as two pages. Pages must generally be letter size but Proposers may use larger legal sheets for reports, project timelines, organizational charts or similar non-narrative pieces. Larger sheets will be counted the same as standard pages.
- Proposals must include the Proposer Information Sheet (Attachment B) and must be signed by an authorized representative. Unsigned proposals may be rejected due to non-conformance with RFP requirements.
- A cover letter no longer than one page must be included as the first page of the Proposal.
- Attachment B must immediately follow the cover letter.
- The cover letter, title page, table of contents, tabs (provided no information is included on them) and attachments required by the District shall not be counted toward the maximum allotted pages.
- A minimum of three letters of references are required. Letters must be from a current customer. Letters must address the following components:
 - Proposers capacity, experience, customer service, (including fill rate, quality of products, timeliness of deliveries, flexibility/ease to work and communicate with Proposers staff, and ability to provide reports quickly and easily.
- Attachment D Instructions: - Proposers must list the following items on each product:
 - Average weight of produce: The average weight the produce will weigh
 - Cost per pound: The cost per pound of the produce
 - Delivery pack size: The pack size that the produce will be delivered
 - Will the produce be washed? Will the produce be washed or will it need to be washed
 - Will the produce be delivered directly from the field?

3.2 EVALUATION AND SELECTION PROCESS

The proposals shall be evaluated by an Evaluation Committee consisting of not less than three (3) knowledgeable individuals ("Evaluators") that represent the District. Working independently with copies of the written proposals, the Evaluators will assign scores to each proposal described under Evaluation Criteria below. The District may assign certain Evaluators to evaluate specific proposal categories in keeping with the Evaluators area of expertise. The evaluation categories and the highest possible score for each are as follows:

Category	Maximum Score
1. Produce Meets Specifications	20 Points
2. Production Practices related to Food Safety	20 Points
3. Production Practices related to Sustainable Farming	15 Points
4. Cost	25 Points
5 Experience & Capacity of Proposer/ Past Performance (Reference letters)	20 Points
Total Possible Score (per evaluator):	100 Points

Each Evaluator shall assign a score to each evaluation criterion based on the proposals. All scores will then be summed. The award will be made to the highest scoring proposal that is deemed to be the most favorable offer to the District.

3.3 EVALUATION CRITERIA

To provide a uniform basis for evaluation of all proposals received, each Proposal must provide the information requested below. Responses shall be presented by category as listed, and in the same order.

1. Category: Meets Specifications 20 points

Information required: [Describe the](#) products offered for each product category on the price sheet (Attachment D).

Evaluation criteria: Extent to which offered products are deemed acceptable and suitable for the student meal program at each District. Extent to which products meet the requirements and specifications of the District and/or USDA guidelines.

2. Category: Production and Processing Practices related to Food Safety 20 points

Information Required: For each food item proposed, the Proposer must furnish information regarding production and processing (harvesting) practices related to safe food production. Proposer must furnish Food Safety precautions used during planting, growing, harvest and storage of the produce. Proposer must follow the USDA's "Good Agricultural Practices": (GAP's). Proposer must complete "Safe Food Handling Practices" Questionnaire Attachment E.

Evaluation criteria: Overall level of food safety practices for safe food production.

3. Category: Production and Processing Practices related to Sustainable Farming 15 points

Information required: The Proposer must furnish information regarding all of the following: production practices related to fertilization, tillage, seed source, irrigation, and labor such that evaluators may assess the level of sustainable and natural growing techniques used. Proposer shall include proof of any third party certifications, such as Organic or Food Alliance Certified.

4 PURCHASING REQUIREMENTS

Evaluation criteria: Overall level of production practices that is supportive of environmentally sustainable practices.

4. Cost Proposal: Cost 25 points

Information required: Cost of products and services offered as listed in Attachment D.

Evaluation criteria: Total estimated cost of goods and services provided.

5. Category: Experience and Capacity/ Past Performance 20 points

Information required: The experience of the Proposer within the industry, as well as the capacity and capabilities for provision and distribution of the products listed in the RFP. Minimum of three supportive reference letters from customers Proposer is currently supplying produce for.

Evaluation criteria: Overall level of demonstrated experience by the Proposer and their capability to perform the terms of the contract. Successful past performance of Proposer based on information provided by other agencies and organizations that services have been provided to. References may be obtained from agencies not listed in the proposal.

4.1 PROPOSAL SUBMISSION

Proposers must submit one (1) original and five (5) complete copies of the proposal to: Portland Public Schools, School District No. 1J, Multnomah County, Oregon, Procurement Services Department, 501 North Dixon Street, 2nd Floor, Portland, OR 97227, no later than **2:00 PM, on May 30, 2007**. **PROPOSALS MUST BE TIME-STAMPED AT THE BID DESK BY THE STATED DEADLINE.** All proposals that are not time-stamped by the deadline will be considered late and will be returned unopened.

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFP number, and the name and address of the Proposer. If the requested number of copies does not fit into an envelope, enclose all copies in a box, seal it and attach an envelope on top with the appropriate information.

It is the sole responsibility of the Proposer to assure that proposals are delivered and time stamped at the second floor bid desk indicated above, prior to the closing date and time. Proposers that mail or ship proposals are strongly cautioned that the District accepts no responsibility for assuring any delivery is date and time stamped unless such delivery is made directly to the second floor bid desk.

4.3 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request for Proposal shall be the responsibility of the Proposer.

4.4 CLARIFICATIONS OR PROTEST OF SPECIFICATIONS

Any Proposer requiring clarification of the information or protesting any provision herein, must submit specific questions/protests or comments in writing or Email to:

Portland Public Schools, School District No.1J, Multnomah County, Oregon
Procurement Services Department
Attn: Travis Allison, Procurement Specialist
501 North Dixon Street, 2nd floor
Portland, OR 97227
Phone: (503) 916-3441 Fax: (503) 916-3109
Email: tallison@pps.k12.or.us

The deadline for submitting such questions/protests is **May 23, 2007**. If District determines that additional information or interpretation is necessary, such information or interpretation will be supplied in Addenda that will be mailed to all persons or firms that have either received this Request for Proposal from Purchasing or who attended a pre-proposal conference. All such Addenda shall have the same binding effect as though contained in the main body of the Request for Proposal. Oral instructions or information concerning the specifications of the project from District managers, employees, or agents to prospective Proposers shall not bind the District. The Contracts & Procurement Manager shall issue all addenda not less than five (5) working days prior to the proposal deadline.

4.5 APPEALS & PROTEST OF AWARD

The following procedure applies to adversely affected Proposers who wish to appeal a disqualification of proposal or award of contract(s). An "adversely affected Proposer" is a Proposer whose proposal is disqualified or a Proposer who is eligible and is next in line for award of the contract but for the alleged violation or defect. Appeals by Proposers who are not adversely affected will be rejected.

All appeals must be in writing and physically received by the Director of Procurement no later than 2:00 p.m. on the fifth (5th) working day after the postmarked Notice of Intent to Award or disqualification. Address appeal to:

APPEAL OF AWARD TO RFP NO. 07-1065
Attn: Elaine Holt, CPPPO, Interim Director of Procurement
Portland Public Schools, School District No.1J, Multnomah County, Oregon
Procurement Services Department
501 North Dixon Street, 2nd floor
Portland, OR 97227

Appeals must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual Evaluators is not grounds for appeal.

Appeals not filed within the time specified in paragraph 1 above, or which fail to cite the specific law, rule, regulation, or procedure upon which the appeal is based shall be dismissed. An issue that could have been raised by request for clarification or protest of specifications as provided in Section 3.1.0 is not grounds for appeal.

4.6 CANCELLATION

District reserves the right to cancel this RFP at any time if cancellation is deemed to be in District's best interest. In no event shall the District have any liability for the cancellation. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

4.7 REJECTION OF PROPOSALS

District reserves the right to reject any or all responses to this Request for Proposal.

4.8 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the District shall be final and binding upon all parties.

4.9 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.

4.11 PUBLICITY

News releases pertaining to this project will not be made without prior approval by, and in coordination with the Communications and Government Relations Department of the District.

4.12 COLLUSION

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

4.13 RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES

1. USE OF RECYCLED MATERIALS

Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.

2. PREFERENCE FOR RECYCLED MATERIALS

As required by Law, the District shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the Specifications.

3. SUSTAINABLE PRACTICES AND PRODUCTS

The District supports and encourages the use of sustainable products by the 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.

4. OREGON PREFERENCE

To the extent allowed by Law the District reserves the right to give preference to goods and services produced within the State of Oregon when all things are equal with competing offers. The District also encourages offers from vendors who supply goods and services produced within the Portland area.

4.14 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 192.501915)). 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:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package.
- Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail. Where such conflict (in 3. above) occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed." This statement 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.

4.15 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279 and District procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. A written intergovernmental agreement shall be required for such participation if the entity is an agency of the State of Oregon.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligations to the District. Any estimated purchase volumes listed herein do not include other public agencies and the District makes no guarantee as to their participation.

4.16 PROPOSER IDENTIFICATION SHEET

A Proposer Identification Sheet must be completed, signed and submitted with each proposal. Failure to submit a signed Proposer Identification Sheet may result in rejection of the proposal.

4.17 PROPOSAL VALIDITY PERIOD

Proposals shall remain valid for a period of ninety (90) days following the deadline set for receiving proposals.

4.18 SUBMITTED MATERIALS PROPERTY OF DISTRICT

All material submitted for any portion of this solicitation shall become the property of the District, and will not be returned to Proposers.

4.19 FEDERAL REQUIREMENTS

A. The District participates in the National School Lunch Program and School Breakfast Program and is required by law to use school foodservice funds, to the maximum extent practical, to buy domestic commodities or products for meals served under these programs. 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. The term "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Therefore, when school foodservice funds are used to acquire foods,

Contractors shall ensure that the items are in compliance with this requirement. See specific USDA Federal Requirements in Attachment A, Sample Requirements Contract – FOOD.

- B. Contractor is compliant with regulations implementing Executive Order 12549, Debarment and Suspension, 7DFR 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.
1. Bidder/Contractor certifies by submission of its Bid, 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. Bidder/Contractor certifies that it shall provide immediate written notice to the District if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. Bidder/Contractor certifies that it has hereby been informed that Federal and State penalties exist for Bidders and Districts that knowingly enter into contracts with suspended/dared persons.
- C. Bidder/Contractor certifies that by entering into this transaction it is subject to section 1352, Title 31, U.S. Coded, and this certification is a material representation of the fact upon which reliance was placed when this transaction was made and 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 signatory submitting this bid certifies to the best of their knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the signatory, 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 signatory 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 receipts shall certify and disclose accordingly.

5 CONTRACT TERMS AND CONDITIONS

5.1 PORTLAND PUBLIC SCHOOLS STANDARD CONTRACT

Proposers are advised to thoroughly review and familiarize themselves with the standard contract incorporated as Attachment A. See item 1.3 regarding acceptance of standard terms and conditions. This shall be the form of Contract entered into between the District and the selected Contractor(s).

5.2 INSURANCE

Proposers are advised to review the insurance requirements contained in the sample contract. Proposers who anticipate difficulty fulfilling these requirements are urged to contact the Procurement Specialist prior to the close of the question and clarification time period. Proposers should be prepared to hold and demonstrate proof all required insurance coverage if chosen for award.

5.3 NEGOTIATION WITH AWARDED CONTRACTOR (S)

The District reserves the right to negotiate final contract terms with the awarded Contractor(s) to the fullest extent allowed by law and as in the best interest of the District.