



## **REQUEST FOR PROPOSAL (RFP)**

### **DAIRY PRODUCTS**

**445 SE Buff Street  
Madras, OR 97741  
541-475-6902**

## TABLE OF CONTENTS

Section	Page
I. Introduction and Proposal Overview.....	I
II. Proposal Format.....	8
III. Proposal Submission Instructions.....	13
IV. Proposal Evaluation Criteria.....	14
Appendix A – Bid Sheet.....	15

## SECTION I – INTRODUCTION AND PROPOSAL OVERVIEW

The Jefferson County School District 509-J (herein referred to as “District”) is issuing an Request for Proposal (RFP) inviting qualified vendors (herein referred to as “Vendor”) to submit proposals to provide dairy products for not less than (3) three years.

The District reserve the right to reject any and/or all proposals submitted or any portion thereof which in its opinion is not in the best interest of the District.

### Calendar of Events

The following is a list of key dates up to and including the date of contract finalization:

Issue RFP	May 1, 2019
Deadline for Submitting RFP Questions	May 17, 2019
<b>Sealed Proposal Due</b>	<b>May 31, 2019 by 9:00 a.m.</b>
Evaluate Proposals	June 3-7, 2019
Recommendation to award contract	July 22, 2019
Award contract	July 29, 2019
Effective Date of New Contract	August 19, 2019

### Terms and Conditions

The District reserves the right to reject any irregularities or informalities in any proposal, or to accept or reject any or all proposals. In the event that a contract is not executed seven (7) days after the award has been made, the District may give notice to said vendor of the District’s intent to award the contract to the next best proposal, or call for new proposals.

## **Rights Reserved by District**

The District expressly reserve the following rights:

1. The District does not intend to award a contract solely on the basis of any one response made to this RFP or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the District.
2. The contract will be awarded to the Vendor based on a majority decision of the District represented in the RFP.
3. To decide whether a proposal does or does not substantially comply with the requirements of this RFP.
4. To reject any or all proposals or any portions thereof which, in the opinion of the District, are not in the best interest of the District.
5. To consider the competency and responsibility of proposers in making the award.
6. To re-award the contract to another proposer in the event the institution to whom the contract is awarded shall default in executing said formal contract.
7. At the Chief Financial Officer's discretion, to return a single proposal unopened in the event that only one proposal is received.
8. To award the contract based on the District's best and sole judgment regarding which proposal best meets the District's expectations and needs, balancing the highest standards of quality, service, and cost.
9. To waive any minor irregularity, informality, or nonconformance with the RFP.

## **Discrepancies and Addenda**

If a proposing Vendor finds discrepancies or omissions in the RFP, the Chief Financial Officer shall be notified by email at [mbewley@509j.net](mailto:mbewley@509j.net). Any necessary corrections will be made in the form of bulletins or addenda which, if issued, will be sent to all proposers. Any bulletins or addenda so issued are to be considered in the Vendor's proposal. Any questions concerning clarification or interpretation of terms or specifications should be directed to the Chief Financial Officer.

### **Protest of Specifications**

Prospective proposers who wish to protest any aspect of the Request for Proposal or the procedure for evaluating proposals and selecting a contractor must deliver a written protest to the District no later than May 17, 2019. Proposers who wish to protest the results of the evaluation of proposals must submit a written protest to the District not later than five (5) business days after being notified of the recommendation regarding award of a contract. Protests will be reviewed based upon written documents submitted by the protester, and the District' response will be in writing. The District may award a contract while a protest is pending.

Those complaints deemed to have merit will be given consideration, and where applicable, a change in specifications or a delay in the opening may be granted by the submission of a District-issued Addendum to those of record holding specifications.

Those Vendors complaints that are not deemed to be worthy of changing said specifications or delaying said opening will be notified as to the reason. The Board will be advised of any complaint(s) received and the District' response and/or action.

### **Indemnity**

The awarded Vendor shall hold harmless, indemnify, and save the District, its officers, employees, and agents from any and all liability claims, losses, or damages arising or alleged to arise from or during the performance of the work described herein by reason of an act or omission of the Vendor, Vendor's agent, or Vendor's employee or representative or any of them whether or not such claims, losses, or damages are caused in part by a party indemnified hereunder.

In carrying out any provisions hereof in exercising any authority granted by the contract, there will be no personal liability upon any public official.

### **Legal Fees**

Any suit of action instituted in connection with any controversy arising out of this RFP or the subsequent contract relating thereto, shall be in Superior Court of Jefferson County. The prevailing party shall be entitled to recover, in addition to costs, such sums as the court may

judge reasonable as attorney fees, including such attorney fees on appeal to the Court of Appeals and/or Supreme Court.

### **Proposal Acceptance Period**

It is understood that, upon submission of the proposal, the rates proposed will be valid for a period of sixty days after submission.

### **Cooperative Agreement**

Pursuant to ORS 279A.205, other government agencies may join together with the District to add their requirements. Said agencies shall have the power and authority to contract directly with the successful vendor under the terms of this contract.

### **Term of Contract**

The District anticipate a three year contract, with annual options to renew after the initial three year term. The District must receive written notification of any price increase in advance of the effective date of the increase.

### **USDA Non-Discrimination Statement**

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

## **CERTIFICATION REGARDING FEDERAL MATTERS**

Because this contract will use federal funding to make purchases against the awarded contract the 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 are not limited to:

- a. 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.
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- c. 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).
- d. 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).
- e. 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).
- f. 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).
- g. 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.

- h. 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.
- i. Compliance with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.). 42
- j. 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.
- k. 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.
- l. That the Vendor certifies, to the best of the Vendor’s knowledge and belief that:
  - i. 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.
  - ii. 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.

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

## SECTION II – PROPOSAL FORMAT

Responses to the District's RFP must follow the following format. Any proposal that does not follow the format or that cannot provide all of produce requested may be excluded from consideration.

1. Transmittal Letter
2. Table of Contents
3. Conditions Qualifying the Vendor to Propose
4. Specifications and Conditions
5. References
6. Attachments

Proposers are advised that if any information submitted is intended to remain confidential, it must be clearly identified as such. The District will endeavor not to disclose such information to the extent allowed under Oregon law.

### **Transmittal Letter**

The transmittal letter must be signed and dated by a person authorized to legally bind the proposer to a contractual relationship. Along with introductory remarks, the transmittal letter is to include by attachment the following information about the proposer and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be negotiated.
2. Federal Employer Tax Identification number.
3. Location of the facility from which the proposer would operate.
4. Describe any reports or process you have for evaluating your business to ensure quality of products and professionalism in the work place.
5. A copy of your business food safety plan.

## **Table of Contents**

The contents of the proposal shall be included in an index at the beginning of the proposal and should include all contents and attachments.

## **Conditions Qualifying a Vendor to Propose**

Vendors submitting proposals must meet or exceed the following minimum criteria: (Indicate this by checking YES or NO next to each item)

1. Meet the Buy American Provisions, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in United States must be purchased. Substantially means, the final processed product contains over 51% domestically grown agricultural products.  
YES \_\_\_\_\_ NO \_\_\_\_\_
  
2. Milk and milk products must be delivered within 50 miles and be available daily upon request.  
YES \_\_\_\_\_ NO \_\_\_\_\_
  
3. Able to only provide early morning delivers.  
YES \_\_\_\_\_ NO \_\_\_\_\_
  
4. Nutritional information on all products listed in this bid needs to be provided with the return bid.  
YES \_\_\_\_\_ NO \_\_\_\_\_

## **Produce Specifications and Conditions**

*All grades refer to USDA standards unless otherwise specified*

### General Information

In accordance with “Buy American” Provisions, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in United States must be

purchased. Substantially means, the final processed product contains over 51% domestically grown agricultural products.

Any reference to brand names is meant as descriptive not restrictive.

Alternate bids will be considered on products, which meet or exceed products indicated on quote. Vendor is to mark clearly alternate proposals "OR EQUAL": Any brand name listed in the specifications as "or equal" or "or equivalent" shall establish the minimum requirements for quality, utility, durability, function, propose, etc. Other product brands may be offered that are equal to or better than the product brand name. Bidder may show cost differences, alternates and options in the space provided in the quote. This clause is not meant to be restrictive, but to set the minimum standard. AGENCY SHALL DETERMINE, IN ITS SOLE DISCRETION, WHETHER A PRODUCT OFFERED IS "EQUAL." When the designation is "or equal" or "equivalent" Agency shall make its decision after bid closing.

#### Pricing

Only items with prices offered by all proposers will be used to calculate extended totals.

#### Ordering

The vendor must allow for up to 5 orders/deliveries per week. Only vendors with no minimum order requirements will be considered for this award.

#### Delivery

The District may require the vendor to make separate deliveries for multiple site. All deliveries must be made early morning. Dark drops will not be acceptable. Produce must be delivered in refrigerated, clean, well-maintained trucks that are free of excess dirt and debris and clearly labeled with the name of the vendor.

Deliveries must be made between the hours of 5am and 7am and must be accompanied by an itemized invoice. Each invoice must include the item name, unit price, price extension, and total price of delivery. Sufficient time must be allowed at time of delivery for adequate inspection of the product for quantity and quality. The District reserves the right to reject products

delivered in error, not delivered according to specifications, of sub-standard quality or past peak ripeness.

#### Agreement

The District reserves the right to terminate this Agreement for default or for its convenience. If the agreement is terminated for convenience, the contractor shall only be paid for services and products rendered to the date of termination.

#### Substitutions

Substitutions in quality or quantity shall receive prior approval from the District Nutrition Services Supervisor in order to qualify for payment. If substitution is unavoidable due to market conditions, vendor shall offer equivalent item with District approval at no additional cost to the District for produce or freight.

#### Previous Performance

Bidders are advised that the District reserves the right to reject a bid from a bidder that cannot demonstrate the ability to provide the necessary products and services required under this agreement. Bidders are required to submit an attachment listing their currently serviced school districts. The list shall include district name, food service director's name and phone number. Bidders may be required to verify that they have been in the business called for in this Request for Proposal for at least twelve months. Service is a factor in the award of this quote. A vendor's recent delivery and performance under any previous or existing contract will be examined. Poor performance or references of current or past customers may be cause for disqualifying a bidder for any section or item in this quote.

#### **References**

A list of three (3) references of other school districts. The list must include the organization name, telephone number, individual to contact and email address.

#### **Attachments**

Cost Proposal (Appendix A). The cost proposal must be completed using the format in Appendix A.

### **SECTION III – PROPOSAL SUBMISSION INSTRUCTIONS**

To receive consideration, proposals must be submitted with the following instructions:

- All proposals shall be sealed in an envelope and delivered to Jefferson County School District 509-J.
- Proposal quotations and signatures shall be signed in ink by the president or other managing officer must subscribe the corporation name and there shall be set forth under the signature of such officer the name of the office he/she holds or the capacity in which he/she acts for such corporation.

Proposals submitted will remain confidential in nature until a notice of intent to award has been issued by the District. Each proposer shall submit a minimum of one original and one (1) copy of the proposal by 9:00 a.m., May 31, 2019. Electronic submissions via email or fax will not be accepted. Proposals must be in a sealed envelope and clearly marked “SEALED” and “PROPOSAL FOR MILK AND MILK PRODUCTS” and should be delivered to the following address:

Jefferson County School District 509-J  
Attn: Martha Bewley  
445 SE Buff Street  
Madras, OR 97741

Proposers should allow adequate delivery time to ensure timely receipt of their proposals. The Vendor is responsible for assuring their proposal has been received by the District.  
**PROPOSALS RECEIVED AFTER THE DEADLINE CANNOT BE CONSIDERED.**

#### **Proposer’s Acknowledgment**

By signing and submitting an offer, the proposer acknowledges that it has read and understands the terms and conditions contained in this RFP and that it accepts and agrees to be bound by the terms and conditions contained in this RFP.

**Basis of Decision**

Our decision to award the agreement will be based on many factors including, but not limited to, service, cost, experience and past performance. No single factor, such as cost, will determine the final decision to award.

**Compliance with Debarment & Suspension**

The proposer warrants and certifies that neither it nor any of its principal employees is currently listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs ("the List"). Proposer further warrants and certifies that, if either it or any of its principal employees becomes listed on the List during the performance of the contract to be awarded pursuant to this RFP, then Vendor shall immediately inform the District in writing.

**Conflict of Interest**

By filing a proposal, each proposer thereby certifies that no officer, agent, or employee of the District has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of the District; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer for the same request for proposals; the proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or Bank.

We appreciate the efforts all the vendors and their respective staff have put forth in responding to this Request for Proposal.

## SECTION IV – PROPOSAL EVALUATION CRITERIA

Written proposals will be subjectively evaluated on the basis of the following criteria and points weighting, however, with waiving of informality solely in the District’s discretion:

Criteria	Points
1. <u>Total Extended Cost</u> .....	40
2. <u>Capability of Supplying Product</u> .....	30
3. <u>Experience and Past Performance</u> .....	10
4. <u>References</u> .....	20
 <b>Maximum Points Possible</b> .....	 <b>100</b>

Following the evaluation of the proposals, the District may conduct interviews with those responsive proposers selected for further assessment. The District reserve the right to reject any and all proposals and to negotiate a proposal at all times, and reserves the right to request additional technical and pricing information during the evaluation period.



## APPENDIX A – BID SHEET

Estimate of Quantity to Purchase	Pack Size	Product Description	Price	Extended Price
30	1-Gallon Container	Milk, HOMO		
10	½ Gallon Container	Milk, HOMO		
30	1-Gallon Container	Milk, 1% White		
560 cases	8oz Container Pack Size 44	Milk, Skim		
6575 cases	8oz Container Pack Size 44	Milk, 1% White		
8000 cases	8oz Container Pack Size 44	Milk, Nonfat Chocolate		
30	5lb Container	Sour Cream Lite		
30	5lb	Cottage Cheese, Low Fat		
30	5lb	Yogurt Vanilla		
Offered Daily at Breakfast	4oz Container Pack Size 40	100% Orange Juice/Shelf Stable		
Offered Daily at Breakfast	4oz Container Pack Size 40	100% Apple Juice/Shelf Stable		