



McDonald Wholesale Co. is excited to be your service provider for your food service products bid for the 2020-2021 school year. We will provide delivery of the products ordered to all of your locations, every week, in good condition. I feel that it is important to note that McDonald Wholesale has been delivering goods and services to the schools in the Applegate Trail Child Nutrition Group for over 19 years. We communicate well and are in contact with you when we see that we have fulfillment issues and work quickly to either fill with an approved sub, or get product delivered within the timeframe needed. We have a fully trained driving staff, as well as a well-established customer service team to assist with your ordering and delivery needs.

We take pride in our high customer service levels and always strive to accommodate the needs of our accounts. Realizing that school products are not something that can be quickly purchased at any of your local supply stores, we work hard to make sure that you have all of the products you need to serve the children in your schools with little to no fulfillment issues. We generally deliver to your schools within the expected timeframes and communicate when we discover there might be an issue. We are flexible when there are school closures due to weather and or other unforeseeable incidents.

It is important to be aware that if any school district chooses to use an ordering system different than what we already have, (E Foods), the expense incurred to make the school districts chosen system compatible with our system will be the responsibility of the school district. We will bill them directly for the costs incurred.

You will find highlighted areas on this bid. If I changed the bid unit, I highlighted it. I found there were inconsistencies and felt that it was better to keep everything to the same bid unit. In addition, there are 12 items that are priced as a month to month pricing. Due to the COVID-19 pandemic, some items are going to change substantially, either up or down. By pricing these items this way, you will not be over paying or under paying on these items. It is the best way for both of us to be successful during the school year.

There are times that you may receive product with just 7 days of shelf life left on it. On items that are date sensitive like yogurt, tortillas, chips for example, and you receive this product with a short shelf life, please keep the product and use it. If you can not get through the product before it expires, please contact us and we will issue a credit for the unused

portion. If you return it, we will most likely not be able to sell it and the total case would be a loss. This way, the product can get used, and we are only losing on the unused amount.

Lastly, all items have been priced as a case. If any school chooses to purchase an item by the each, there will be a \$2.50 price added to that each. We keep our costs as low as possible, and when we are only making \$3.00 on a case of product and a school purchases an each, that makes that \$3.00 mark up only \$.75. We have the same cost to move a case as we do an each through the system. To best avoid the additional \$2.50 would just to make sure you are purchasing cases. Most items sold have a good shelf life that purchasing a case should not be a problem. If you have questions or concerns regarding this, please do not hesitate to contact me.

The following people would be your contacts for your bid:

Tiffani Russell – Bid Specialist – trussell@mcdonaldwhsl.com d: 541-349-8877 c: 541-912-6530

Brett Jannise – Customer Service – bjannise@mcdonaldwhsl.com d: 541-349-8816

Thank you for your consideration for our bid submittal. We look forward to the results. If you have any questions, please feel free to contact me directly.

Best Regards,

Tiffani Russell

SECTION IV

Bid Submittal Procedures

Bid Deadline:

Sealed Bids will be accepted until 08:00 A.M. local time June 8, 2020, at Central Point School District, Attn: Anne Leavens, 300 Ash Street, Central Point, OR 97502. All bids are to be clearly labeled on the outside of the envelope "Applegate Trail Child Nutrition Purchasing Group Invitation to Bid". Each packet shall contain three hard copies and two electronic copies 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 ATCNPG Member Contact:

From the issue date of this ITB until the award of the price agreement, all contact with ATCNPG or district members concerning the ITB must be cleared through the SPC: Anne Leavens, (541) 494-6911.

Right to Reject Proposals:

ATCNPG 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 contract between the District and the firm selected. **We reserve the right without prejudice to reject any and all bids.**

Cost of Preparing a Bid:

The ITB does not commit ATCNPG 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, ATCNPG 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;

APLEGATE TRAIL CHILD NUTRITION PURCHASING GROUP FOOD & SUPPLY BID # 1
School Year 2020-2021

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, COBID Outreach Form
12. Attachment J, Pricing Proposal Spreadsheet
13. Signed Addenda
14. References

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 ATCNPB, 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 a member District, has a direct or indirect financial interest in the bid;
 - E. Said Bidder is not in arrears to a member District upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to a member District 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 ATCNPB Board members.
 - 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 ATCNPB board members 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 ATCNPB 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.

APPLEGATE TRAIL CHILD NUTRITION PURCHASING GROUP FOOD & SUPPLY BID # 1

School Year 2020-2021

Signature of Proposer:



Title: President

Date: 5/18/20

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School Year 2020-2021

BID SCHEDULE AND OFFER, QUESTIONNAIRE

ITB #1 _____

VENDOR HISTORY SHEET

(Attach Additional Pages as Required)

VENDOR: (dba) McDonald Wholesale Co.

(aka)

Corporation: Partnership: _____

Phone: 541-345-8421 Fax: 541-345-7146

How Many Years in Business: 92 years

Describe your capabilities to provide requested products, delivery service to ATCNPG member districts (include number of vehicles, types of vehicles, storage information, drivers involved, and other pertinent data). May enclose this as an attachment with your submission:

We currently have 30 multi temp trailers with liftgate, 6 are 36 foot trailers and 24 are 45 foot trailers. We also use 10 single temp trailers with liftgates, 8 are 30 foot trailers and 2 are 36 foot trailers. We have 35, 3 axle tractors at 80,000lbs and 6, 2 axle town tractors at 50,000lbs. Our storage capacity is as follows: Dry - 68,880 Sq Ft. Refer - 15,300 Sq Ft. Freezer - 20,151 Sq Ft (old and new freezers combined) Next Door Warehouse - 28,000 Sq Ft. Total Storage - 132,331 Sq Ft. including next door.

We have several drivers that deliver to all of the Applegate schools each day of the week

PERFORMANCE HISTORY:

Please provide the names of public agencies or school districts to which you have provided food service products and delivery service to for 18 months or longer. May enclose this as an attachment with your submission:

<u>Agency Name</u>	<u>Location</u>	<u>Delivery/Week</u>	<u>Provided Service</u>	<u>Date of Service</u>
1. Portland Public Schools	Portland, OR	1 delivery/week	Dry, refer, frzn grocery	5/2012 to current
2. Vancouver Public Schools	Vancouver, WA	1 dlrvy/wk, 22 drop locations	Dry, refer, frz, commodities	8/2003 to current
3. Longview School District	Longview, WA	1 dlrvy/mo	Paper goods	8/2006 to current

**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: Jake Vanderveen



Firm Name: McDonald Wholesale Co.

Address: PO Box 2340, Eugene, OR 97402

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:

Oregon

Officer's Signature:



Type or Print Officer's Name:

Jake Vanderveen President

**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. 0 to No. 0 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 ATCNPB.

Name of Firm: McDonald Wholesale Co. _____

Address: PO Box 2340, Eugene, OR 97402 _____

Telephone Number: 541-345-8421 _____ FAX Number: 541-345-7146 _____

Email of Representative: trussell@mcdonaldwhsl.com _____

Federal ID Number: 26-0855703 _____

By:  Date: 5/18/20

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

Print: Jake Vanderveen _____

NAME TITLE: President/General Manager _____

If corporation, attest:  _____

(Corporate Officer)

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, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Proposer has not discriminated and will not discriminate against a sub-vendor in the awarding of a subcontract because the sub-vendor is a Certified Firm.

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

Following bid due date and prior to Contract Award, the Proposer with the apparent highest scoring Proposal must provide, within five days of Notice of Intent to Award, a Certified Firm Outreach Plan using the form on the following page. The information submitted in response to this clause will not be considered in any scored evaluation. 39

**Oregon Certification of Business Inclusion and Diversity Plan
(continued)**

1. Is Proposer an Oregon Certified Firm? Yes _____ No X _____
If yes, indicate all certification type(s): DBE _____ MBE _____ WBE _____ SDV _____ ESB _____
Oregon State Certification Number: _____
2. Does Proposer foresee any subcontracting opportunities for this procurement? Yes ___ No X ___
If no, do not complete the rest of this form.
3. The Proposer shall provide a narrative description of its experience in obtaining a certified firm's participation as a sub-vendor, consultant, or supplier on previous projects, and discuss any innovative or particularly successful measures that the Proposer has undertaken. The Proposer shall include a list of Certified Firms with which it has had a contractual relationship during the past 24 months immediately preceding the date this solicitation document was issued. If none, mark the following checkbox: _____ *No prior experience obtaining participation from Certified Firms.*

4. The Proposer shall provide examples where participation was achieved by Certified Firms, along with information regarding the subcontracting participation levels of Certified Firms for up to three projects/contracts that the Proposer is either currently performing or has completed within the past 24 months immediately preceding the date this solicitation document was issued. Participation by Certified Firms should be described as the percentage of the dollar value of subcontracts and material or supply contracts awarded as compared with the total dollar value of subcontracts and material or supply contracts let for each identified project or contract. The Proposer shall describe any technical assistance or mentoring the Proposer provided to Certified Firms subcontracting on each project. If none, mark the following checkbox: _____ *No prior experience obtaining participation from Certified Firms.*

Project 1

Name _____

Award Date ___/___/___ Completion Date ___/___/___ Contract Award Amount

\$ _____

Certified Firms goal percentage, if applicable _____ % Certified Firms achievement percentage _____ %

Certified Firms subcontract award amount \$ _____ Certified Firms spend achieved \$ _____

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

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Project 2

Name _____

— Award Date ___/___/___ Completion Date ___/___/___ Contract Award Amount

\$ _____

Certified firms goal percentage, if applicable _____% Certified firms achievement
percentage _____%

Certified firms subcontract award amount \$ _____ Certified firms spend achieved
\$ _____

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

Oregon Certification of Business Inclusion and Diversity Plan (continued)

Project 3

Name _____

Award Date ___/___/___ Completion Date ___/___/___ Contract Award Amount

\$ _____

Certified firms goal percentage, if applicable _____% Certified firms achievement percentage _____%

Certified firms subcontract award amount \$ _____ Certified firms spend achieved \$ _____

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

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


The Proposer must include the following in its plan:

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

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

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Company Name: McDonald Wholesale Co.

Authorized Signature:  _____ Date:
5/18/20

Name of Authorized Representative: Jake Vanderveen

Title: President _____

ATTACHMENT D

Certification Regarding Federal Matters

Because certain Authorized Purchasers may utilize federal funding to purchase Goods and Services under a Contract, all Proposers must complete and submit this certification as part of submitting a Proposal. If federal terms and conditions are applicable to a Contract, the Sponsor will attach and incorporate the specific relevant federal provisions into the purchase order form.

Certification

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

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

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

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

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

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

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

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

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

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

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

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(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 Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and 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 file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Jake Vanderveen

Jake Vanderveen

Proposer Name (Printed)

J. Vanderveen 5/18/20

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

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.

McDonald Wholesale Co.


Applegate Coop ITB

Organization Name

PR/Award Number or Project Name

Jake Vanderveen, President

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



Signature(s)

5/18/20

Date

Suspension and Debarment Instructions for Certification

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

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.

McDonald Wholesale Co. _____

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).

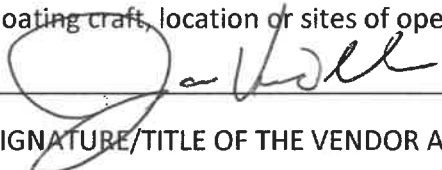
APPLEGATE TRAIL CHILD NUTRITION PURCHASING GROUP FOOD & SUPPLY BID # 1
School Year 2020-2021

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in section 42 U.S.C.7410(d) of the Clean Air Act (42 U.S.C. 7410), an approved implementation procedure or plan under Section 42 U.S.C 7405-7411, or approved implementation procedure under (42 U.S.C. 7412).

D. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Federal Water Pollution Control Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedules, plans, and orders approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Clean Air Act or Federal Water Pollution Control Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, sponsored, or supervised by the Vendor.

 President 5/18/20

SIGNATURE/TITLE OF THE VENDOR AUTHORIZED REPRESENTATIVE DATE

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

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

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

McDonald Wholesale Co. _____

2350 W. Broadway _____

Eugene, OR 97402 _____

Name/Address of Organization

Jake Vanderveen , President _____

Name/Title of Submitting Official

 _____

Signature

5/19/20
Date

N/A - No Lobbying

N/A

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 guarantec f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		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: <u>Jake VanderKeen</u> Title: <u>President</u> Telephone: <u>541 285 0294</u> Date: <u>5/18/20</u>
Federal Use Only: _____		Authorized for Local Reproduction Standard Form -- LLL

APPLEGATE TRAIL CHILD NUTRITION PURCHASING GROUP FOOD & SUPPLY BID # 1
School Year 2020-2021

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

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

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 ATCNPG Invitation to Bid (ITB) documents. If any language in your polies or procedures conflicts with the ITB, the ATCNPG 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: McDonald Wholesale Co. _____
Contact Name: Tiffani Russell _____
Address: PO Box 2340, Eugene, OR 97402 _____
Phone: 541-349-8877 _____
Email: trussell@mcdonaldwhsl.com _____
Policy/procedure: Recall Policy and Procedures are attached. _____

Return Policy: Items being returned must be returned on your next delivery following the week you received the product. There must be a minimum of 3 weeks (21 days) of shelf life left on the product unless you received it with less. Special orders generally can not be returned. If you must return one, you will need to contact McDonald Wholesale to discuss return options. A restocking fee of 20% of the case price may apply.

Signature: Tiffani Russell Date: 5.26.20



5.17 Recall- Withdraw program



Recall Process Directory:

FDA General inquiries- 1-888-463-6332

Food Safety Hotline- 1-888-723-3366

Recall Management team:

Recall Coordinator- Mark Swann 541-285-0574

Operations manager- Mike Prochnau 541-206-1056

Customer service- Dawn Solberg 541-345-8421

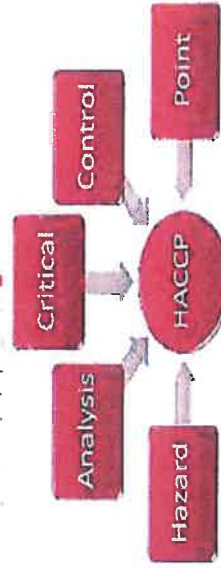
Inventory control- Brian Deatherage 541-345-8421

General Manager Jake Vanderveen 541-912-9225





5.17 Recall- Withdraw program



Product recall procedure

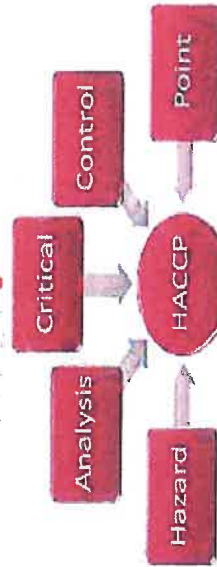
Our product recall procedure is in place to effectively manage safety risks to our customers during a product recall. In general, product safety recalls are initiated by manufacturers and distributors. Recall requests will be relayed through the product buyer and forwarded to the recall coordinator. We have the following procedure in place for the most effective method of carrying out the duties of a product safety recall.

- a. A recall team is formed that is trained to carry out specific duties during a recall.
- b. Our designated recall coordinator initiates the recall by gathering all information of the product being recalled. Verifying we stock that exact item. The coordinator will then forward all information to every member of the recall team.
- c. The coordinator will identify which customers and trucks may have product in question.
- d. The team will split the list of the customers that need to be contacted into several smaller lists.
- e. The recall team will locate the product in the warehouse and identify, count and quarantine the product and label it with Hold tags and orange wrap.





5.17 Recall- Withdraw program



f. The team will coordinate the pickup of product with customer service, distribution and sales staff as necessary.

g. Recalled product must be isolated, tracked and labeled with HOLD tags as it is returned to the warehouse.

h. The recall team must oversee that the product is returned to the manufacturer or distributor. If the product is not to be returned to the manufacturer, proper disposal must be exercised as per instructions from the manufacturer.

i. Mock recalls are to be carried out at least twice a year in order to keep staff current on recall procedure.





5.17 Recall- Withdraw program

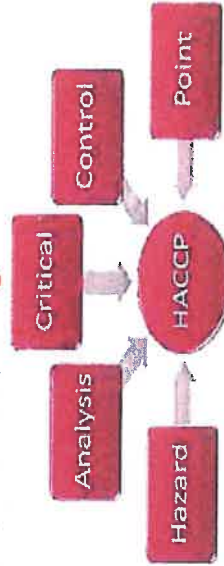


- 1. The recall team:** The recall team consists of members of management, buyers, customer service and warehousemen. Each member of the team will be assigned specific duties that they are trained for during the recall. The recall coordinator at McDonald Wholesale is the purchasing manager Mark Swan. The inventory control specialist is Brian Deatherage and the Warehouse Manager Michael Poindexter are involved in all aspects of each process of recalls overseen by general manager Jake Vanderveen.
- 2. Recall information form:** The filled out recall information form must indicate the product description, item number, date received, manufactured codes, class of recall and reason for recall. Document the time from start to the completion of the recall. Document the percentage of recovered recalled product.
- 3. Contacting the customer:** The coordinator will determine which customers may have received the product in question and compile a list of customers that need to be notified of the recall. He will also determine if any of the recalled products may be in transit and which trucks may have the product on them. The drivers of the trucks must be notified of the recall and given instructions to hold and isolate the product. The list will be broken down into smaller lists so that multiple members of the team can notify customers at the same time in a quick and orderly manner.





5.17 Recall- Withdraw program



4. Quarantine the recalled product in stock: The inventory control specialist will locate the recalled product in the warehouse. He will then fill out the proper HOLD tags and wrap pallet in orange wrap. With tags affixed pallets will be placed into a designated quarantine area.

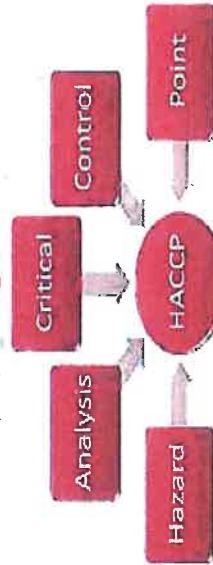
5. Picking up the recalled product from customers: Picking up the recalled product from customers will require coordination between the customer service manager, sales staff and drivers. Warehouse supervisor will communicate the recalled product to the driver check in personnel so that the product will be isolated upon return to the warehouse at time of driver check in. On its return to the warehouse, the recalled product is to be tracked, labeled and placed into quarantine.

6. Returning the product to the manufacturer.: All product data obtained and documented during the recall should be forwarded to the manufacturer. If the manufacturer requests that the product be returned to them, Follow their specific instructions for holding the product until the product is shipped back. The HOLD tags for returned and dumped products must be retained at McDonald Wholesale and filed for future reference.





5.17 Recall- Withdraw program



Classification of product recalls

Class 1 recall: This is an emergency situation involving the removal from marketing and distribution channels those products that, because of a deficiency, pose an immediate or long term serious threat to health or life. An example of such a product is a food product containing botulinum toxin. In a class 1 recall, top priority must be given to the complete and immediate removal of the recalled products from all levels in the distribution chain all the way down to the consumer level.

Class 11 recall: This is a priority situation in which a product deficiency may cause temporary or medically reversible adverse health consequences and where probability of serious adverse health consequences is remote. An example of such a product is a food product containing *Salmonella enteritidis*. In class 11 recall, products must be removed from all levels in the distribution chain.

Class 111 recall: This is a routine situation in which adverse health consequences of a product deficiency are highly improbable or non-existent. Products are recalled because of adulteration or misbranding not involving a health hazard. Examples of class 111 recall are situations involving improperly labeled products or products with filth contamination. In a class 111 recall, products must be removed from the wholesale levels of distribution chain. FDA and USDA generally require that the product be recalled to wholesale level.





5.17 Recall- Withdraw program



7. Recall termination: The point at which satisfactory disposition of the recalled product has been made and the information required for the summary of the recall is complete. All documentation of the recall must be kept on file at McDonald Wholesale in a product recall file.

8. Mock Recalls: The purpose of a mock recall is to keep the staff and recall team current with the company recall procedures. A mock recall is to be carried out at least twice a year. The mock recall must be carried out and documented in the same manner as an actual recall with the exception of alerting the customers and picking up the product. The recall team will talk through the process about what type of recall they are dealing with, what they should tell customers and what information to record. The team should meet at the conclusion of the mock recall to evaluate its effectiveness and review potential trouble areas that may need improvement.



REFERENCES

Provide the names and addresses of five Agencies your company has provided services similar herein. May enclose this as a separate attachment with your submission.

ATCNPG may perform reference checks to evaluate existing service.

VENDOR: McDonald Wholesale Company _____

1. Customer Identification: Portland Public Schools _____

Address: 501 Dixon St _____

City: Portland _____ State: OR _____ Zip: 97227 _____

Contact Person: Natalie Polishchuk _____

Phone Number: (503)916-3033 _____

2. Customer Identification: Vancouver Public Schools _____

Address: 2901 Falk Rd _____

City: Vancouver _____ State: WA _____ Zip: 98668 _____

Contact Person: David Hurt _____

Phone Number: (360)313-1240 _____

3. Customer Identification: Castle Rock SD _____

Address: 600 Huntington Ave. S _____

City: Castle Rock _____ State: WA _____ Zip: 98611 _____

Contact Person: Pam Lemonds _____

Phone Number: (360)501-2875 _____

Attachment I
COBID Certified Disadvantaged Business Outreach Plan

Proposer Name: McDonald Wholesale Co. **Date:** 5/8/2020

Contact Name: Tiffani Russell **Telephone:** 541-349-8877 **Email:** trussell@mcdonaldwhsl.com

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1. Is Proposer an Oregon certified firm? Yes No

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

Oregon State Certification Number: _____

2. Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two years.

3. Include a list of firms that Proposer has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.

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

If no, do not complete the rest of this form and submit this first page with your Proposal.

If yes, please complete the following pages and submit all pages with your Proposal.