

STATE OF OREGON



COVER PAGE

OREGON DEPARTMENT OF EDUCATION CNP STARTUP AND EXPANSION GRANTS

Request for Grant Applications (“RFA”)

Date of Issue: March 1, 2024

Final Closing Date and Time: March 31, 2025, at 3:00 PM PST

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SECTION 1: GENERAL INFORMATION

1.1 PURPOSE

The **State of Oregon**, acting by and through its **Department of Education**, (“Agency”), is issuing this **Request for Grant Applications** (“RFA”) for funding of eligible expenses that expand access and increase participation in the **United States Department of Agriculture’s** (“USDA”) **Program for At-Risk Afterschool Care Centers**. The **USDA Program** includes the **Summer Food Service Program** (“SFSP”), **Child and Adult Care Food Program** (“CACFP”) **At-Risk Afterschool Meals Program**, **National School Lunch Program** (“NSLP”), and **Seamless Summer Option** (“SSO”) **Program**.

Additional details are included in **Section 2.4 Scope of Activities**.

1.2 GRANT AMOUNT AND DURATION

Agency anticipates the award of multiple **Grant Agreements** (each a “Grant”) from this **RFA**. Each awarded **Grant**, as amended, will not exceed **\$20,000.00** per successful **Applicant** per biennium. The **Performance Periods** for the resulting **Grants** are specific to each **Applicant** and subject to acceptance of **Agency Grant Manager**.

1.3 ELIGIBILITY

To be eligible for a **Grant** under this **RFA**, **Applicants** must meet the following criteria:

- **Applicant** must be an **Oregon public school district**; or
- **Applicant** must be a **government agency**; or
- **Applicant** must be a **community-based organization**; or
- **Applicant** must be a **non-profit organization**; and
- **Applicant** must provide meals and snacks at **At-Risk Afterschool Care Centers**.

1.4 SCHEDULE

The **Table** below represents a tentative **Schedule of Events**. All times are listed in **Pacific Time**. All dates listed are subject to change.

Event	RFA open date (Applications will be accepted)	Questions/requests for clarification submission date	Answers to questions/requests for clarification posting date	Closing (Applications due)
Date	March 1, 2024	March 15, 2024	March 22, 2024	March 29, 2024
		April 12, 2024	April 19, 2024	April 30, 2024
		May 17, 2024	May 24, 2024	May 31, 2024
		June 14, 2024	June 21, 2024	June 28, 2024
		July 12, 2024	July 19, 2024	July 31, 2024
		August 16, 2024	August 23, 2024	August 30, 2024
		September 13, 2024	September 20, 2024	September 30, 2024
		October 11, 2024	October 18, 2024	October 31, 2024
		November 13, 2024	November 22, 2024	November 29, 2024

		December 13, 2024 January 17, 2025 February 14, 2025 March 14, 2025	December 20, 2024 January 24, 2025 February 21, 2025 March 21, 2025	December 31, 2024 January 31, 2025 February 28, 2025 March 31, 2025
Time	3:00 pm	3:00 pm	3:00 pm	3:00 pm

1.5 SINGLE POINT OF CONTACT (SPC)

The **SPC** for this **RFA** is identified on the **Cover Page**, along with the **SPC's** contact information. **Applicants** must direct all communications related to any provision of the **RFA**, whether about the technical requirements of the **RFA**, **Grant requirements**, the **RFA process**, or any other provision only to the **SPC**.

SECTION 2: AUTHORITY AND SCOPE

2.1 AUTHORITY

Agency is issuing this **RFA** pursuant to its authority under **ORS 327.540**.

2.2 DEFINITION OF TERMS

For the purposes of this **RFA**, capitalized words will refer to the following definitions:

2.2.1 Common RFA Definitions

- **“Addendum”** or **“Addenda”** means an addition to, deletion from, a material change in, or general interest explanation of this **RFA**.
- **“Agency”** means the **Department of Education**.
- **“Applicant”** means an entity who submits an application in response to this **RFA**.
- **“Application”** means a written response to this **RFA**.
- **“Closing”** means the date and time specified in this **RFA** as the deadline for submitting **Applications**.
- **“Evaluation Committee”** means the group of people who will evaluate and score **Applications** submitted in response to this **RFA**.
- **“Executed Grant Agreement”** means a **Grant Agreement** that is signed by both a **State Representative** and the **Grant Awardee**.
- **“Grant Agreement”** means a **Contract of Work** according to submitted **Grant** and **Application** and **Approved Budget**.
- **Grant Period** means the period between **Effective Date** and **Expiration Date** of the **Grant Award Agreement** during which time expenditure of all **Grant Funds** and all contributions to match must be made.
- **“Performance Period”** means the time period beginning on the **Effective Date** and ending on the **Expiration Date** set forth in the **Section 3** of the **Grant**. All **Grant Activity(ies)** that is reimbursed as a part of the **Grant** must occur during this time period.
- **Request for Grant Applications (“RFA”)** means a solicitation notice in which the

Agency announces that **Grant Funding** is available.

- “**State**” means the **State of Oregon**.

2.2.2 Project-Specific Definitions

- “**Administrative Costs**” means costs associated with planning, organizing, and managing the startup or expansion of food service operations.
- “**At-Risk Afterschool Care Center**” means a public or private nonprofit organization that is participating, or is eligible to participate, in the **CACFP** as an institution or as a sponsored facility and provides nonresidential childcare to children after school through an approved afterschool care program located in an eligible area.
- **Child and Adult Care Food (“CACFP”) Program** means a federal program that provides reimbursements for nutritious meals and snacks to eligible children and adults who are enrolled for care at participating childcare centers, day care homes, and adult day care centers.
- **Office of Child Nutrition Programs (“CNP”)** means the Oregon Department of Education Child Nutrition Programs which oversees the administration of the National School Lunch Program, Summer Food Service Program, Child and Adult Care Food Program, and other related federally funded nutrition programs.
- “**Eligible Entity**” means an entity that meets the criteria as detailed in **Section 1.3**.
- “**Good Standing**” means an entity or individual listed on the **Application** not currently on the **USDA National Disqualified List** or determined to be **Seriously Deficient**; or have debts or corrective actions outstanding due to a review of their administration of **Child Nutrition Programs**.
- **National School Lunch Program (“NSLP”)** means a federally assisted meal program operating in public and nonprofit private schools and residential childcare institutions. It provides nutritionally balanced, low-cost, or free lunches to children each school day.
- “**Seriously Deficient**” means the **Sponsor** is out of compliance in an area cited in the **Federal Regulations** as a **Serious Deficiency** and/or the **Sponsor** is significantly out of compliance with **Federal Regulations** in a specific area or areas.
- **Summer Food Service Program (“SFSP”)** means a federally funded program that provides free meals to children so they may receive the same high-quality nutrition during the school vacations that they get in school during the school year.
- “**Sponsor**” means an organization that has an **Agreement** with **Agency** to operate the **CACFP, SFSP, or NSLP SSO Program**.
- **Seamless Summer Option (“SSO”)** means a program which combines features of the **National School Lunch Program (“NSLP”), School Breakfast Program, and Summer Food Service Program (“SFSP”)** making it easier to feed children from low-income areas during the traditional summer vacation periods.
- **United States Department of Agriculture (“USDA”)** means the federal agency that proposes programs and implements policies and regulations related to American farming, forestry, ranching, food quality, and nutrition.

2.3 OVERVIEW

2.3.1 CHILD NUTRITION PROGRAMS (CNP)

CNP belongs to the **Agency’s Office of Child Nutrition, Pupil, Transportation, and Fingerprinting**. CNP manage several state and federal funded programs.

2.3.2 BACKGROUND

Agency provides assistance to school districts, government agencies and community groups to encourage participation in the SFSP, NSLP SSO, **CACFP** that provides meals and snacks to **At-Risk Afterschool Care Centers**. **Grant Funds** are available to **Sponsors** and partnering organizations during the **2023–2025** biennium. These **Grant Funds** are awarded through **Agency’s CNP**.

2.3.3 GOALS

CNP’s goal is to administer and provide leadership and assistance to **Sponsors of USDA Food and Nutrition Programs** to support the growth and development of **Oregon’s** children so they will reach their highest potential for life-long learning, health, and well-being.

2.4 SCOPE OF ACTIVITIES

The successful **Applicant** must use the **Grant Funds** only to sponsor efforts to startup or expand participation in applicable **SFSP, NSLP SSO, CACFP Program**.

2.5 USES OF FUNDS

Applicant may use **Grant Funds** for the following types of cost reimbursement expenses (**see Attachment D for complete details**):

1. Food Service Equipment
2. Outreach and Enrichment
3. Transportation
4. Labor Costs
 - Administrative costs, including indirect costs, are an allowable expense when properly documented and approved by **Agency**.
 - **Indirect Costs** can account for no more than **15%** of the total labor costs reimbursed by the **Grant**.

Once awarded, only the **Uses of Fund Types** included in the **Approved Budget** will be reimbursed unless prior approval is granted by the **Agency**.

SECTION 3: PROCESS AND REQUIREMENTS

3.1 GRANT PROCESS

3.1.1 Public Notice

The **RFA**, including all **Addenda** and **Attachments**, is published on **Agency’s Website** at

<https://www.oregon.gov/ode/students-and-family/childnutrition/cacfp/Pages/SpecialGrants.aspx>.

RFA Documents will not be mailed to prospective **Applicants**.

Agency will advertise all **Addenda** on its **Website**. **Prospective Applicants** are solely responsible for checking **Agency's Website** to determine whether any **Addenda** have been issued. **Addenda** are incorporated into the **RFA** by this reference.

3.1.2 Questions/ Requests for Clarification

All inquiries, whether relating to the **RFA** process, administration, deadline, or method of award, or to the intent or technical aspects of the **RFA** must:

- Be emailed to the **SPC**;
- Reference the **RFA** name;
- Identify **Applicant's** name and contact information;
- Refer to the specific area of the **RFA** being questioned (e.g., page, section, paragraph number, etc.); and
- Be received by the due date and time for questions/ requests for clarification identified in the **Schedule**.

3.1.3 Pre-Application Conference

A pre-**Application Conference** will not be held for this **RFA**.

3.1.4 Application Due Date

Applications and all required submittal items must be received by the **SPC** on or before **Closing**. **Applications** received after **Closing** will not be accepted. All **Application** modifications or withdrawals must be completed prior to **Closing**.

Applications received after Closing are considered LATE and will NOT be accepted for evaluation.

3.1.5 Application Submission

Applicant is solely responsible for ensuring its **Application** is received by the **SPC** in accordance with the **RFA** requirements before **Closing**. **Agency** is not responsible for any transmission errors or delays or mistaken delivery. **Applications** submitted by any means not authorized may be rejected. The following submission option(s) is permitted for this **RFA**:

Electronic Smartsheet Application: **Application** must be submitted via [Smartsheet Application Form](#). Only completed **Applications** submitted by **Closing** will be scored. **Agency** recommends immediately contacting the **SPC** by phone to confirm receipt.

3.1.6 Modification or Withdrawal of Applications

Any **Applicant** who wishes to modify or withdraw an **Application** already received by **Agency** must do so prior to **Closing**.

To withdraw an **Application**, an email must be sent to the **SPC** providing notification of the **Applicant's** intent to withdraw.

To modify an **Application**, an email must be sent to the **SPC** providing notification of the **Applicant's** request to modify their submitted **Application**. The **SPC** will return the

Application to the **Applicant** via **Smartsheet** for revisions and resubmission. **Applications** will be evaluated based on the latest revision submission date. Modifications must denote the specific change(s) to the **Application** submission.

All requests must reference the **RFA** name.

3.1.7 Application Rejection

Agency may reject an **Application** for any of the following reasons:

- **Applicant** fails to substantially comply with all prescribed **RFA** procedures and requirements;
- **Applicant** makes any contact regarding this **RFA** with **State Representatives** such as **State** employees or officials other than the **SPC** or those the **SPC** authorizes, or initiates inappropriate contact with the **SPC**;
- **Applicant** attempts to inappropriately influence a member of the **Evaluation Committee**; or
- **Application** is conditioned on **Agency's** acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the **RFA** or **Addenda**.

3.2 APPLICATION REQUIREMENTS

Application must address each of the items listed in this **Section** and all other requirements set forth in this **RFA**. **Applicant** must describe how activities will be completed. An **Application** that merely offers to fulfill the **Project** will be considered non-responsive to this **RFA** and will not be considered further.

3.2.1 MINIMUM APPLICANT REQUIREMENT

To be considered for this opportunity, **Applicant** must be:

- An existing **Sponsor** in good standing with the **Program** and/or is not **Seriously Deficient**; or
- An entity that has a **Sponsor Application** currently in process with **Agency**; or
- An entity that works with a current **Sponsor** that is in good standing with the **Program** and/or is not **Seriously Deficient**.

3.2.2 APPLICATION

Applicant must complete, certify, and submit the **Startup and Expansion Grant 2023- 2025 Smartsheet Application**. **Applicant** should use definitive verbs in their narrative to describe what **Applicant** “will” do rather than aspirational verbs such as “hopes”, “expects”, “intends”, “plans”, or similar verbs that do not express a firm commitment to undertake a specific action.

3.2.3 Business Executive Summary – *recommended, not scored or required*

Applicant may submit as an uploaded document with the [Startup and Expansion Grant 2023-2025 Smartsheet Application](#) a **Business Executive Summary** (no more than 500

words) that describes the business, how long it has been in operation, and the type of activities that it offers as a **Sponsor Applicant** may only submit the **Business Executive Summary** as a **MS Word** or **PDF** file. This **Summary**, while not evaluated, provides context for the evaluation question responses.

3.2.4 Budget – not scored but required

Applicant must complete, sign, and submit the **Budget** provided (**Attachment E**).

Applicant may submit as an uploaded document with [Startup and Expansion Grant 2023-2025 Smartsheet Application](#).

3.2.5 Certification Sheet

Applicant must complete and submit the **Certification Sheet** (**Attachment B**).

All **Applications** are public record and are subject to public inspection after **Agency** issues the **Notice of Award**.

SECTION 4: EVALUATION

4.1 RESPONSIVENESS DETERMINATION

Applications received prior to **Closing** will be reviewed for responsiveness to all **RFA** requirements. If the **Application** is unclear, the **SPC** may request clarification from **Applicant**. However, clarifications may not be used to rehabilitate a non-responsive **Application**. If the **SPC** finds the **Application** non-responsive, the **Application** may be rejected, however, **Agency** may waive minor mistakes in its sole discretion.

4.2 EVALUATION CRITERIA

Responsive **Applications** meeting the requirements outlined in the **Application Requirements Section** will be evaluated by an **Evaluation Committee**. **Evaluators** will determine if the **Applicant’s** responses meet the **Grant Requirements** for each **Evaluation Item** listed in **Sections 4.2.1 – 4.2.3**.

SPC may request further clarification to assist the **Evaluation Committee** in gaining additional understanding of **Applications**. A response to a clarification request must be to clarify or explain portions of the already submitted **Application** and may not contain new information not included in the original **Application**.

SCORE	EXPLANATION
Accept	Applicant’s response to the evaluation question meets the requirements and purpose of the Grant .
Decline	Applicant’s response to the evaluation question does not meet the requirements or purpose of the Grant .

4.2.1 Evaluation Item 1: Uses of Grant Funds

- Describe how the **Applicant** will use **Grant Funds** in adherence to both the policies and rules associated with the type of **Program Funds** that are requested for and outlined in **Attachment D - Allowable Expenses**.
- Describe how the **Applicant** will use **Grant Funds** to address its **Program** need(s) and expenses.

4.2.2 Evaluation Item 2: Increase Participation

- Describe how the proposed **Uses of Grant Funds** will result in increased participation within the **SFSP**, **NSLP SSO**, and/or **CACFP** the **At-Risk Afterschool Meals Program**.

4.2.3 Evaluation Item 3: Sustainability

- Describe how the **Startup** or **Expansion** of the **Applicant's Program** will continue to be funded if the **Program** is successful. Once the **Grant Award Period** has ended, how will the **Applicant** continue to fund the program without **Agency Grant Funds**?

4.3 EVALUATION DETERMINATION

Each **Evaluation Section** is either **Accepted** or **Declined** by each **Evaluator**. **Evaluation** of awarded or not awarded is determined by the majority of the **Evaluators'** determination for each **Section**. Each **Section** that is evaluated must be scored as **Accepted** by the majority of **Evaluators** to be awarded.

4.4 RANKING OF APPLICANTS

The **Evaluation Committee** will categorize the **Evaluation Determination** for each **Application** as either **Accepted** or **Declined**. **SPC** will determine the order in which **Applications** were received, with **Applications** evaluated in the order in which they were received.

To qualify for a **Grant Award**, an **Applicant** must be evaluated as **Accepted** on each **Evaluation Item**.

4.5 NEXT STEP DETERMINATION

Agency may conduct additional rounds of competition if in the best interest of the **State**. Additional rounds of competition may consist of, but will not be limited to:

- Establishing a competitive range
- Presentations/ demonstrations/ additional submittal items
- Interviews

If **Agency** elects to conduct additional round(s), **Agency** will provide written notice to all **Applicants** describing the next step. At any time, **Agency** may dispense with the selected additional round and: (1) issue an **Award** to another eligible **Applicant**; (2) elect to conduct an additional round of competition; or (3) cancel the **RFA**.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

Agency, if it awards a **Grant**, will award a **Grant** to each of the eligible **Applicant(s)** based upon the scoring methodology and process described in the **Evaluation Section**.

AGENCY RESERVES THE RIGHT TO NOT SELECT ANY OR ALL APPLICANTS UNDER THIS RFA IF AGENCY DETERMINES IN ITS SOLE DISCRETION THAT A SELECTION SHOULD NOT BE MADE.

5.1.2 Notice of Award

Agency will notify all **Applicants** in writing that **Agency** is awarding a **Grant** to the selected **Applicant(s)** subject to successful negotiation of any negotiable provisions.

5.2 SUCCESSFUL APPLICANT SUBMISSION REQUIREMENTS

The following are required before a **Grant** can be executed.

5.2.1 Business Registry

If selected for award, **Applicant** must be duly authorized by the **State of Oregon** to transact business in the **State of Oregon** before executing the **Grant**. The selected **Applicant** must submit a current **Oregon Secretary of State Business Registry** number or an explanation if not applicable.

All corporations and other business entities (domestic and foreign) must have a **Registered Agent** in **Oregon**. For more information, see **Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules**: <http://www.filinginoregon.com/index.htm>.

5.2.2 Insurance

Prior to execution of a **Grant**, the apparent successful **Applicant** must secure and demonstrate to **Agency** proof of insurance coverage meeting the requirements identified in the **RFA**.

Failure to demonstrate coverage may result in **Agency** terminating an **Applicant's Award**. **Applicant** is encouraged to consult its insurance agent about the insurance requirements contained in **Insurance Requirements (Exhibit B of Attachment C)** prior to **Application** submission.

For informational purposes, **Oregon Department of Administrative Services Risk Management** maintains a [Commercial Insurance Agency Resource List](https://www.oregon.gov/das/risk/pages/index.aspx). The **List** can be found at the following website: <https://www.oregon.gov/das/risk/pages/index.aspx> under **Contracts and Risk Assessment**.

5.2.3 Taxpayer Identification Number

The apparent successful **Applicant** must provide its **Taxpayer Identification Number (TIN)** and backup withholding status on a completed [W-9 form](#). **Agency** will not disburse any

Grant Funds until **Agency** has a properly completed **W-9**.

5.3 GRANT NEGOTIATION

By submitting an **Application**, **Applicant** agrees to comply with the requirements of the **RFA**, including the terms and conditions of the **Sample Grant Agreement (Attachment C)**, with the exception of those terms reserved for negotiation. **Applicant** must review the attached **Sample Grant Agreement** and note exceptions. Unless **Applicant** notes exceptions in its **Application**, **Agency** intends to enter into a **Grant Agreement** with the successful **Applicant** substantially in the form set forth in the **Sample Grant Agreement**. It may be possible to negotiate some provisions of the final **Grant Agreement**; however, many provisions cannot be changed. **Applicant** is cautioned that **Agency** believes modifications to the standard provisions constitute increased risk and increased cost to the **State**. Therefore, **Agency** may consider the scope of requested exceptions in the evaluation of **Applications**.

Any **Application** that is conditioned upon **Agency's** acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the **Oregon Department of Justice**.

In the event the **Parties** have not reached mutually agreeable terms within **30 calendar days**, **Agency** may terminate negotiations and commence negotiations with the next highest-ranking **Applicant**.

SECTION 6: ADDITIONAL INFORMATION

6.1 GOVERNING LAWS AND REGULATIONS

This **RFA** is governed by the laws of the **State of Oregon**. Venue for any administrative or judicial action relating to this **RFA**, evaluation, or award is the **Circuit Court of Marion County** for the **State of Oregon**; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the **United States District Court** for the **District of Oregon**. In no event shall this **Section** be construed as a waiver by the **State of Oregon** of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the **Eleventh Amendment** to the **Constitution of the United States**, or otherwise, to or from any claim or from the jurisdiction of any court.

6.2 OWNERSHIP/ PERMISSION TO USE MATERIALS

All **Applications** submitted in response to this **RFA** become the property of **Agency**. By submitting an **Application** in response to this **RFA**, **Applicant** grants the **State** a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the **Application** solely for the purpose of evaluating the **Application**, negotiating a **Grant Agreement**, if awarded to **Applicant**, or as otherwise needed to administer the **RFA** process, and to fulfill obligations under **Oregon Public Records Law** (ORS 192.311 through 192.478).

6.3 CANCELLATION OF RFA; REJECTION OF APPLICATIONS; NO DAMAGES

Agency may reject any or all **Applications** in whole or in part or may cancel this **RFA** at any time when the rejection or cancellation is in the best interest of the **State** or **Agency**, as determined by

Agency. Neither the **State** nor **Agency** is liable to any **Applicant** for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the **RFA**, award, or rejection of any **Application**.

6.4 COST OF SUBMITTING AN APPLICATION

Applicant must pay all the costs in submitting its **Application**, including, but not limited to, the costs to prepare and submit the **Application**, costs of samples and other supporting materials, or costs to participate in demonstrations.

SECTION 7: LIST OF ATTACHMENTS

ATTACHMENT A: EVALUATION QUESTIONS

ATTACHMENT B: CERTIFICATION SHEET

ATTACHMENT C: SAMPLE GRANT

ATTACHMENT D: USES OF FUNDS

ATTACHMENT E: APPLICATION BUDGET

ATTACHMENT F: INSURANCE REQUIREMENTS

ATTACHMENT G: SCORESHEET