

Lucia Mar Unified School District
On Behalf of the Central Coast Cooperative
Purchasing Group

Request for Proposal #3-17/18
FRESH BREAD PRODUCTS

Issue Date: June 9, 2017

Submit By: July 14, 2017

Contact:

Laurel Goins

Director, Food Services

805-474-3000 ext. 1022

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NOTICE OF REQUEST FOR PROPOSAL

Notice is hereby given that, on behalf of the member districts of the Central Coast Cooperative Purchasing Group (Co-Op), the Board of Education for the Lucia Mar Unified School District, Arroyo Grande, CA (San Luis Obispo County), will receive sealed proposals for Request for Proposal #3-17/18 for the procurement of the following:

FRESH BREAD PRODUCTS

Sealed proposals must be delivered to the Food Services Department, Lucia Mar Unified School District, 602 Orchard Street, Arroyo Grande, CA 93420 no later than 2:00 pm on July 14, 2017. Proposals shall be opened in public at 10:00 am on July 17, 2017 at Lucia Mar Unified School District Food Services Department, 602 Orchard Street, Arroyo Grande, CA 93420.

The District is not responsible for proposals sent via US Mail, UPS, Federal Express, or by any other delivery service. It is the vendor's responsibility to ensure that their proposal is delivered to the Food Services Department. Each proposal must conform and be responsive to the contract documents. A Bidder may withdraw a proposal by letter or in person **prior to** submission deadline. No proposal may be withdrawn after submission deadline.

The Co-Op reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for goods and services to other than the lowest proposal. The award of contract, if made by the Co-Op, will be to the qualified firm whose bid best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the Co-Op (while complying with all legal requirements), is in the best interest of the member districts in the purchasing group, taking into consideration all aspects of the contractor's response, including the total net cost.

There will be a pre-bid conference meeting on June 15, 2017 at 1:00 pm at the Lucia Unified School District, Georgie O'Connor Board Room, 602-G Orchard Street, Arroyo Grande, CA 93420. Bidders are encouraged to attend this meeting to obtain details about our Food & Nutrition Services program, the bid process and requirements, and to have an opportunity to ask questions.

To obtain a Request for Proposal package, contact Laurel Goins, Food Services Director, at 805-474-3000 ext. 1022 or laurel.goins@lmusd.org.

Laurel Goins,

Director, Food Services

Lucia Mar Unified School District

Publish: 6/7/17 and 6/21/17

San Luis Obispo Tribune

PROJECT SCHEDULE

Issue Date:	June 9, 2017
Bidders Conference:	June 15, 2017 at 1:00PM
Proposal Due:	July 14, 2017 at 2:00PM
	Lucia Mar Unified School District
	Food Services
Proposal Opening:	July 17, 2017 10:00AM
Intend to Award: (Pending Board Approval)	By July 20, 2017
Protest Deadline:	July 21, 2017 by 2:00PM
Recap of RFP:	July 28, 2017

Contact: Laurel Goins
Director, Food Services
Lucia Mar Unified School District
602 Orchard Street
Arroyo Grande, CA 93420
805-474-3000 ext. 1022

INSTRUCTIONS TO BIDDERS

PURPOSE OF THIS RFP

The Central Coast Cooperative Purchasing Group, hereinafter referred to as Co-Op, is seeking proposals from qualified companies to manufacture and deliver Fresh Bread Products to receiving sites within the member districts. The RFP will be awarded to one (1) Company for all member districts in the Co-Op. A second Company may be awarded as a backup. A backup Company will only be used when the winning Company is unable to deliver the item(s) ordered by a member district on a regularly scheduled delivery date. Furthermore, in the event that the winning Company is unable to fulfill the contract requirements, this will result in a cancellation of the original contract between the winning Company and the member districts. A backup Company may enter into a contract with the Co-Op upon mutual agreement without re-submitting another proposal. Proposals made in this RFP by the backup Company shall stay effective until the end of the contract term. The Co-Op will act as the sole judge on whether the contract requirements are met to the Co-Op's satisfaction. This RFP defines the program, the products, and the services that are being sought from the Bidder and generally outlines the program requirements.

SCOPE OF SERVICES

The selected Company will partner with the Co-Op member districts over the term of the contract resulting from this RFP to manufacture and deliver Fresh Bread Products to sites designated within the member districts. The Central Coast Co-Op is comprised of the following school districts at the time of the issuance of this RFP:

1. Atascadero Unified School District
2. Coast Unified School District
3. Guadalupe Union School District
4. Lucia Mar Unified School District
5. Orcutt Union School District
6. Paso Robles Joint Unified School District
7. San Luis Coastal Unified School District
8. San Luis Obispo County Office of Education Rancho El Chorro Outdoor School
9. Santa Maria Joint Union High School District
10. Templeton Unified School District

Not all districts are participating in this RFP. See Appendix A for a listing of participating districts. Delivery schedules will be determined by the member districts based on their operational needs (see appendix for district profiles). The participating districts currently serve 6,773 breakfast meals and 13,174 lunch meals per school day.

GENERAL INSTRUCTIONS AND CONDITIONS

Proposals are requested for furnishing the Central Coast Co-Op Member districts Fresh Bread Products for the 2017-2018 School Year. Each member district reserves the right to determine purchase amounts

based on the member district's operational need.

Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Proposers shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, the RFP name and number, submission due date and time. It is the sole responsibility of the Bidder to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the Bidder unopened. No oral, telegraphic or telephone quotations or modifications will be accepted.

Any questions relative to this bid should be directed to the Food Services Director of Lucia Mar Unified School District, Laurel Goins, at 805-474-3000 ext. 1022, 602 Orchard Street, Arroyo Grande, CA 93420.

The terms and conditions contained in this RFP may be amended or modified only with the prior written approval of the Co-Op. Any addenda or bulletins issued up until the time set for opening of bids shall form a part of the documents and specifications issued to vendors for the preparation of their bids and shall constitute a part of the contract documents.

LIMITATIONS

The Co-Op shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals in the intent of awarding to one responsible Bidder and one backup Bidder as needed. The Co-Op reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the member districts. The Co-Op may take into account the performance of the Bidder with respect to any recent contract(s) with other school districts. The Co-Op reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the lowest responsible proposal meeting all the criteria specified in the proposal and is in the best interest of the member districts. This RFP is not an offer by the Co-Op to contract with any party responding to this RFP. The Co-Op makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The Co-Op shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the Co-Op.

RESTRICTION ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the Co-Op Districts, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

Completion of Proposal Forms: Proposal is being published via Interflex BidAdvantage. Bidder must complete the Product Quotation Sheets electronically through their website:

<https://bidadvantage.interflex.net/>

BidAdvantage is a free online tool where you can respond to bid opportunities from K-12 schools and cooperatives. The system is available 24 hours a day and uses the latest SSL security technology. If you need help setting up an Interflex profile (username/password) or need technical assistance at any time while responding to this bid, please contact Interflex at (800)293-2909 x1002 or email ellessig@interflex.net.

Weekly webinar training sessions are available for vendors. These free webinars will provide a walkthrough of the Interflex BidAdvantage system and allow you to ask any questions. You can register for one of these webinars here: <https://attendee.gototraining.com/rt/6765652767194847745>.

In addition to submitting Product Quotation Sheets electronically, Bidder must submit all original, signed documents as instructed in Notice of RFP to Lucia Mar Unified School District Food Services at 602 Orchard Street, Arroyo Grande, CA 93420 no later than 2:00 pm on July 14, 2017. The only form that can be submitted electronically is the Product Quotation Sheet. If any bidder is unable to complete and submit their Quotation Sheet via Interflex, they shall notify the Co-Op via Lucia Mar Unified School District and submit hard copies with all other original documents. Numbers should be stated in figures, and the signatures of all individuals must be in longhand and ink. Signature Page must be signed by a responsible officer of the Bidder in order to be considered. The completed form should be without interlineations, alterations, or erasures.

Bidder shall offer one firm, fixed price for each item requested. Bidder must enter a unit price for each item on the Product Quotation Sheets. For any item that does not have a unit price entered, Bidder must specify the reason they are not quoting in the "notes" section of the Product Quotation Sheet. If no such reason is provided, Bidder may be considered non-responsive. The Co-Op reserves the right to determine the merit of the reason(s) given. **All boxes must be completed, using N/A for not applicable as needed.** Errors in price computation on the Product Quotation Sheets do not relieve a bidder from holding price. Accuracy of prices submitted in this proposal is the sole responsibility of the bidder.

All prices and quotations must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing quotation. Quote on each item separately. Prices must be stated in units specified herein. Each item must be considered separately and not in combination with other items. In case of error, unit price will govern and extensions will be corrected.

Bidder shall fully answer each item on the Product Quotation Sheets and Questionnaire. A proposal shall be deemed non-responsive if a Bidder fails to answer every question on the above mentioned documents.

Discounts: Any discounts offered by bidders must be stated on the attached "Prompt Payment Discount Terms" form so that the District can calculate properly the net cost of the bid.

Quantities: The quantities indicated on the Product Quotation Sheets are the Co-Op's best estimate, as

determined from previous annual totals and projected usages, and do not obligate the Co-Op to purchase the indicated quantities. The actual quantities required may be substantially more or less than indicated herein.

Samples: Within five (5) working days of request by the Co-Op, the bidder shall submit, at no charge to the Co-Op, a minimum of one (1) case sample for each item offered and requested for evaluation. Each sample shall be labeled with the bid number and product item number. Samples shall be submitted directly to:

Lucia Mar Unified School District
Food Services
602 Orchard Street
Arroyo Grande, CA 93420

Failure to comply with sample and evaluation requirements, including sample delivery time frame, may result in the bidder's disqualification for contract award.

Negotiations: A response to any specific item of this RFP with terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive to that specific item.

Modifications: Any modifications, qualifications, exceptions, changes made to the Co-Op's terms, specifications, and conditions detailed herein shall be grounds for rejection of bid.

Nutritional Information: Bidders are required to provide complete product information sheets for all products included in the bid, indicating pack size, weight per unit, ingredient statement, and nutritional panel. In addition, documentation of the Child Nutrition Contribution of any prepared food products is required. Acceptable documents that meet this requirement are:

1. Product Formulation Statements (PFS) on manufacturer's letterhead, including:
 - Product name, code number, and serving size
 - Type and weight of creditable ingredient
 - Printed name and signature, title of company representative (this certifies that the information on the PFS is true and correct) and the date signed (must be current)
2. The Child Nutrition (CN) Label
 - A voluntary federal labeling program that provides a warranty for CN-labeled products
 - The contribution to the meal pattern is on the label in a special format
 - Carries the CN logo with the contribution
 - States the month and year of approval
 - The product identification number is assigned by USDA FNS

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

All processed foods should not contain any artificial trans fat.

Product information sheets are required as part of the bid submittal. Product information sheets may

be submitted in either hard copy or in electronic format (via disc or flash drive included with Bidder's submission). Proposals submitted without product information sheets will be rejected as non-responsive.

Bidder shall notify Co-Op whenever there is a product/ingredient change in any item provided to the Co-Op. If any product changes occur, new ingredient statement and nutritional information shall be provided to the Co-Op via Lucia Mar Unified School District.

References: Bidder will provide three current references that require deliveries to multiple locations. These reference must include the client name, address, phone number and name of contact person. At least two of the three references provided must be from school districts located within California.

Award: The Co-Op reserves the right to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The Co-Op further reserves the right to contract the work with whomever and in whatever manner the Co-Op decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Co-Op may require. A proposal submitted in response to the RFP will be administered in the following manner:

- a. The Co-Op may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder and require additional information and/or evidence of qualifications to perform the services described in the RFP. The Co-Op shall have the right to inspect the Manufacture and/or Distribution facility or facilities and equipment to be utilized by the interviewed Bidder.
- b. The Co-Op as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the Co-Op, Lucia Mar Unified School District will issue the Intent to Award letter to the successful bidder. The award will be formally made by the Lucia Mar Unified School District Board of Education in a timely manner. In the event that a second vendor is awarded as a backup, Lucia Mar Unified School District will mail an Intent to Award letter to the backup manufacturer in the same manner.

Protest by Bidders: A bidder may protest a bid award if he/she believes that the award is inconsistent with Lucia Mar Unified School District Board policy, the bid's specifications, or is not in compliance with law. A protest must be filed in writing with the LMUSD Superintendent or designee by the protest deadline. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem. The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.

Execution of Contract: The enclosed contract form is to be signed by manufacturer and submitted with proposal for the purpose of expediting a fully executed contract following the award of this RFP.

Offers of Additional Items: This Request for Proposal does not cover all products that will be used during the school year, but does include the products that are most used. Vendors are to attach a

separate list of all products available, with firm prices for the contract period. Additional items offered will not be considered when calculating bid totals and awarding a contract.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated by the Co-Op against the criteria shown below. Each proposal will be scored on a scale of 1 to 100 points.

1. Cost (30 points)

Bidders must complete the proposal worksheet thoroughly, bidding firm prices for each item. The lowest total price will be determined by using the lowest total extended price less any offered prompt payment discount to arrive at each Bidder's net pricing offer. This element of the evaluation will be worth up to 30 points.

2. Daily delivery (20 points)

Bidders must be able and willing to deliver freshly baked bread products every operating day to multiple locations within each participating district. They must have the fleet and manpower to meet the delivery schedules of all participating districts. This element of the evaluation will be worth up to 20 points.

3. Experience and References (20 points)

Bidders must have sufficient experience to fulfill the terms of the contract. This will be evaluated based on the Bidder's anticipated capacity to provide timely and adequate services to the District(s) and demonstrated level of services to other school districts and/or entities. This element of the evaluation will be worth up to 20 points.

4. Financial Stability and Policies (15 points)

Bidders must have the ability to operate successfully throughout the term of the contract and any possible renewals. They must demonstrate policies that ensure food safety and emergency planning. This element of the evaluation will be worth up to 15 points.

5. Customer Service/Responsiveness (15 points)

Bidders should demonstrate their ability to promptly respond to requests for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's personnel assigned to the District(s) should be adequate in number and proficiency. This element of the evaluation will be worth up to 15 points.

Lucia Mar Unified School District

Food Services Department

602 Orchard Street Arroyo Grande, CA 93420

Request for Proposal #3-17/18

Submit RFP by July 14, 2017 at 2:00PM

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the distribution of FRESH BREAD PRODUCTS for the member districts in the Central Coast Cooperative Purchasing Group.

Before bidding, please read the Instructions, Required Bid Documents, and Contract Agreement and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the Lucia Mar Unified School District, at the address listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package.

A Pre-Bid Conference Meeting for the purpose of acquainting prospective bidders will be held on June 15, 2017 at 1:00 pm at the address listed above, in the Georgie O'Connor Board Room, Building G. Questions and answers from the Pre-Bid Conference will be published in an Addendum released by 3:00 pm on June 19, 2017.

If further clarification is needed, call Laurel Goins at the Lucia Mar Unified School District at 805-474-3000 ext. 1022.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

CONTRACT AGREEMENT

FRESH BREAD PRODUCTS

RFP #3-17/18

THIS CONTRACT AGREEMENT (This “Contract”), made and entered into this _____ day of _____, 2017, by and between Lucia Mar Unified School District (the “District”) on behalf of the member districts in the Central Coast Cooperative Purchasing Group (the “Co-Op”) and

Vendor Name

Mailing Address

City, State, Zip Code

Hereinafter referred to as “Vendor”.

RECITALS

- A. The Lucia Mar Unified School District is the lead agency for the member districts of the Central Coast Cooperative Purchasing Group (the “Co-Op”). The Co-Op has granted the District the authority to solicit and award proposals for products and services.
- B. On behalf of the Co-Op, the District has solicited proposals for the provision of all Fresh Bread Products via a Request for Proposal Number 3-17/18 (the “RFP), whereby the Co-Op may agree to purchase specified products for the member districts’ use from the successful bidder(s).
- C. Vendor is the successful bidder under such request for proposal, and the Co-Op and Vendor hereby desire to set forth their agreement with respect to the sale to the Co-Op members, and the purchase from Vendor, of Products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agree, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2017 or date contract is executed, whichever comes later, through June 30, 2018.

PRICING AND ADDITIONAL ITEMS

The pricing proposed must remain in effect for the term of the contract. There will be no price adjustments. The Co-Op reserves the right to add other items to the contract per Vendor’s attached list

of all products available, with firm prices for the contract period. Vendor may also offer new products to the districts in the course of the year with firm prices for the remainder of the contract period.

PURCHASES OUT OF CONTRACT

The Co-Op reserves the right to purchase similar items from other sources.

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the Co-Op reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. The Vendor may request an annual price adjustment. The request must be submitted in writing, to the Lucia Mar Unified School District Food Services Department at least 45 days in advance of the contract anniversary date of July 1. Any price increase must only be as a result of severe industry market conditions and must be justified and proved by submission of documentation. The decision of the Co-Op as to the validity and amount of increase shall be final. Any decrease in prices of the items listed herein should result in corresponding decrease in prices to the Co-Op for the balance of the contract period, or for as long as the lower prices are in effect.

DISCONTINUANCE OF SERVICE

Failure on the part of the successful Bidder to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

Members in the Co-Op reserve the right to discontinue service upon 24 hours' notice for due cause which shall include such reasons as unsatisfactory product or service. Failure to furnish all items included in the contract shall constitute unsatisfactory service.

The member districts shall hold the Vendor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the Vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the member districts may purchase the items herein specified elsewhere, without notice to the Vendor. Additional costs accrued by the member districts through this purchase may be deducted from unpaid invoices or must be paid to the district(s) by the Vendor. Prices paid by the districts shall be considered the prevailing market prices at the time such purchase is made.

FUEL SURCHARGES

Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be no minimum delivery requirement. The member districts in the Co-Op shall not be obligated to purchase or reimburse the manufacturer for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of 32-41°F. Evidence of temperature monitoring must be produced upon request by the Co-Op.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED AND MUST BE RE-DELIVERED WITHIN 24 HOURS AT NO COST TO DISTRICT.

PRODUCT QUALITY CONTROL

The Co-Op reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the Co-Op to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for the plant facilities and food processing established by the locality or state in which Vendor's plant is located or by the applicable federal standards, whichever is higher.

Vendor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. In the event of a product contamination issue, Vendor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures must be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy).

INFERIOR PRODUCT

The Vendor agrees to permit inspection of the delivered items by a representative of the Co-Op with the right of rejection of inferior merchandise. The Co-Op's decision shall be final.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or replacement within 24 hours at no cost to the Co-Op for product or freight.

APPLICABLE "BUY AMERICAN" PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provision of Public Law [PL100-237] when purchasing commodities

for the school lunch program. Bidder must complete attached certification if any non-domestic ingredients are used in the products offered.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer’s products and code numbers as requested by the Co-Op unless prior approval has been received to deliver alternate products. The Co-Op will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for delivery as requested for any reason, the affected District(s) shall be notified at least 24 hours before delivery date.

And the Co-Op shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the Co-Op. When substitutions do occur, Vendor shall adjust ordering quantity to meet original orders. Vendor shall provide nutritional statements and ingredient listings of the replacement product to Lucia Mar Unified School District for the Co-Op.

The Vendor may not discontinue any items without providing advance written notification to the Co-Op and receiving approval for discontinuation.

DELIVERIES

The Vendor will make mutually acceptable delivery time options available for each site within the member districts of the Co-Op. The individual member districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Vendor and the member district(s), timely delivery of all orders is expected. If the Vendor is unable to meet confirmed delivery schedule(s) as agreed upon, then after a one (1) hour grace period, the District reserves the right to assess a penalty to the Vendor for each instance in the amount of \$50 per hour and deduct from the Vendor’s invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor’s expense. Frequent occurrences may result in cancellation of the contract.

PRODUCT RECALLS

Vendor will notify all Co-Op member districts of any product recalls and shall pick up and properly dispose of such items at the earliest possible date. Evidence of proper disposition to be provided to each member district.

ACCOUNTING

Invoices will be furnished in duplicate and include the following information:

1. District Purchase Order Number
2. Vendor's name, address, and telephone number
3. Vendor's invoice number and date
4. Designated line for District signature
5. Delivery address
6. Date of delivery
7. Product description for each item ordered
8. Manufacturer's Product Code (MPC) for each item ordered
9. Product Quantity for each item ordered
10. Unit and extended price for each item ordered
11. Any taxes or fees listed separately
12. Total price of order/invoice

Any cash discount offered will be applied to payment for the entire billing period.

The original invoice must be signed by the individual receiving the product and a copy is to be left with the individual receiving shipment and the original copy is to be kept by the Vendor. An invoice signed by the individual receiving shipment is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued within delivery month.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be "net 45 days". All invoices are due and payable within 45 days from the "invoice date" or date of delivery. The Bidder will list all discounts and payment options available on the attached Prompt Payment Discounts Form if terms other than "Net 45 days" are offered.

RIGHT TO AUDIT

The Vendor shall submit to third party audits and/or inspections initiated by the member district(s) during the term of the contract and for three years following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Vendor must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

FORCE MAJEURE

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss, or shortage of transportation facilities, Lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party

provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Vendor shall comply with all Co-Op member district security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).

Vendor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc. must be reported to the affected district.

ADDITIONAL REQUIREMENTS

The Co-Op would prefer the Vendor offer an active website to allow online ordering, reporting, and access to sales reports. The Co-Op would prefer to have online access to CN Labels, Product Formulation Statements, and Nutritional Statements through Vendor's website. In the event that is not possible, Vendor must provide all updated documents for new products or existing product changes directly to Lucia Mar Unified School District for distribution to the Co-Op. Sales reports must also be made available to each member district. The Vendor must also allow for faxed or emailed orders.

INSURANCE

Vendor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth.

- a. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$1,000,000 Aggregate.
- b. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- c. Insurance certificate must name the District(s) as additional insured immediately upon award of contract.

AFFIRMATIVE ACTION

The Vendor hereby certifies that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

CLEAN AIR ACT

Vendor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

ENERGY POLICY AND CONSERVATION ACT

Vendor must be in compliance with the requirements of the Energy Policy and Conservation Act. Documentation of such must be provided upon request.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING

Vendor acknowledges they have been notified through this document and attached provisions of all of the applicable state and federal regulations and requirements.

INDEMNIFICATION AND HOLD-HARMLESS CLAUSE

The Vendor shall maintain, or cause to be maintained, such insurances as will protect them and the Co-Op from claims under Worker's Compensation Acts, and such public liability insurance as will protect them and the Co-Op from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them.

The Vendor agrees to hold harmless, defend and to indemnify the Co-Op from every claim or demand which may be made by reason of:

- (a) Any injury to person or property sustained by the Vendor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with their work, however caused; and
- (b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Vendor or any other person, firm or corporation directly, or indirectly employed by them upon or in connection with their work, whether the said injury or damage occurs upon or adjacent to the work; the Vendor at their own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the Co-Op on any such claim or demand, and pay or satisfy the judgment that may be rendered against the Co-Op in any such action, suit or legal proceedings or result thereof.
- (c) Vendor shall defend, indemnify, protect, and hold harmless the Co-Op and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Vendor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Vendor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

NEW CO-OP MEMBERS

For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, Vendor will extend terms of this agreement to any new members of the Central Coast Co-Op.

NON-TRANSFERABLE RESPONSIBILITIES

No assumption or takeover of any of Vendor's duties, responsibilities, or obligations or performance of same by any entity other than Vendor whether through assignment, subcontract, delegation, merger,

buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur without Co-Op's express prior written approval.

If any assumption, takeover, or unauthorized performance does occur without such prior written approval, this Contract will be terminated for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which Co-Op may pursue any lawful remedy.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

In the event of any dispute between the Co-Op, District, member district(s), and Vendor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provision of this Section shall survive the expiration or earlier termination of this Contract.

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:
Lucia Mar Unified School District _____

PROVISIONER:

By: _____

By: _____

Title: _____

Title: _____

Address:
602 Orchard Street
Arroyo Grande, CA 93420
Phone: 805-474-3000

Address:

Phone: _____

BIDDER'S CHECKLIST

RFP #3-17/18

FRESH BREAD PRODUCTS

The following documents must be included in bidder's sealed bid package, and submitted no later than 2:00 pm on July 14, 2017, to the Food Services Department, Lucia Mar Unified School District, 602 Orchard Street, Arroyo Grande, CA 93420.

Check below to indicate that the documents are included in your bid package.
Missing documents may be cause for disqualification.

- 1. Bidders Checklist
- 2. Request for Proposal Signature Page
- 3. Product Quotation Sheets (hard copy or via InterFlex BidAdvantage)
- 4. Contract Agreement
- 5. Prompt Payment Discount Terms
- 6. Non-Collusion Declaration
- 7. Buy American Certification
- 8. Byrd Anti-Lobbying Amendment Compliance and Certification
- 9. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- 5. Bidder Questionnaire
- 6. References

The following documents to be provided on your own form

- 7. Nutritional Information/Product Formulation Statements
- 8. Complete List of All Product Available
- 9. Public Liability and Property Insurance
- 10. HACCP Plan
- 11. Disaster Contingency Plan
- 12. Food Security and Safety Program, including Pest Control Policy
- 13. Product Recall Program

APPENDIX A

CENTRAL COAST COOPERATIVE PURCHASING GROUP

Member District Profiles

1. Atascadero Unified School District

Zip Code(s) of delivery sites(s):	93422
2015-2016 Total Breakfast Meals Served	88,973
2015-2016 Total Lunch Meals Served:	227,612
2015-2016 Breakfast Average Daily Participation	494
2015-2016 Breakfast Lunch Daily Participation	1,265
Use a Cycle Menu?	No
Number of Delivery Sites	3
Preferred Days of Delivery	Monday and Wednesday
Preferred Time of Delivery	6:00AM-9:00AM

2. Coast Unified School District

Zip Code(s) of delivery sites(s):	93428
2015-2016 Total Breakfast Meals Served	30,998
2015-2016 Total Lunch Meals Served:	55,713
2015-2016 Breakfast Average Daily Participation	171
2015-2016 Breakfast Lunch Daily Participation	313
Use a Cycle Menu?	Yes
Number of Delivery Sites	1
Preferred Days of Delivery	Any Day Monday-Friday
Preferred Time of Delivery	7:30AM-9:30AM

3. Guadalupe Union School District

Zip Code(s) of delivery sites(s):	93434
2015-2016 Total Breakfast Meals Served	216,000
2015-2016 Total Lunch Meals Served:	213,300
2015-2016 Breakfast Average Daily Participation	1,200
2015-2016 Breakfast Lunch Daily Participation	1,125
Use a Cycle Menu?	Yes
Number of Delivery Sites	2
Preferred Days of Delivery	Monday and Wednesday
Preferred Time of Delivery	6:00AM-9:00AM

4. Lucia Mar Unified School District

Zip Code(s) of delivery sites(s):	93420, 93444, 93433, 93445, 93449
2015-2016 Total Breakfast Meals Served	288,671
2015-2016 Total Lunch Meals Served:	727,970
2015-2016 Breakfast Average Daily Participation	1,603
2015-2016 Breakfast Lunch Daily Participation	4,044
Use a Cycle Menu?	Yes
Number of Delivery Sites	9
Preferred Days of Delivery	Every Day Monday-Friday
Preferred Time of Delivery	6:00AM-8:00AM

5. Orcutt Union School District

Zip Code(s) of delivery sites(s):	93455
2015-2016 Total Breakfast Meals Served	129,318
2015-2016 Total Lunch Meals Served:	447,482
2015-2016 Breakfast Average Daily Participation	718
2015-2016 Breakfast Lunch Daily Participation	2,486
Use a Cycle Menu?	Yes
Number of Delivery Sites	1
Preferred Days of Delivery	Monday, Wednesday, and Friday
Preferred Time of Delivery	7:00AM-9:00AM

6. Paso Robles Joint Unified School District

Zip Code(s) of delivery sites(s):	93446
2015-2016 Total Breakfast Meals Served	227,508
2015-2016 Total Lunch Meals Served:	356,462
2015-2016 Breakfast Average Daily Participation	1,264
2015-2016 Breakfast Lunch Daily Participation	1,980
Use a Cycle Menu?	Yes
Number of Delivery Sites	1
Preferred Days of Delivery	Monday and Wednesday
Preferred Time of Delivery	5:00AM-8:00AM

7. San Luis Coastal Unified School District

Zip Code(s) of delivery sites(s):	93405, 93402, 93442, 93401
2015-2016 Total Breakfast Meals Served	243,751
2015-2016 Total Lunch Meals Served:	356,745
2015-2016 Breakfast Average Daily Participation	1,323
2015-2016 Breakfast Lunch Daily Participation	1,961
Use a Cycle Menu?	Yes
Number of Delivery Sites	4
Preferred Days of Delivery	Every Day Monday-Friday
Preferred Time of Delivery	6:30AM-9:00AM

8. Templeton Unified School District

Zip Code(s) of delivery sites(s):	93465
2015-2016 Total Breakfast Meals Served	33,347
2015-2016 Total Lunch Meals Served:	93,369
2015-2016 Breakfast Average Daily Participation	186
2015-2016 Breakfast Lunch Daily Participation	519
Use a Cycle Menu?	Yes
Number of Delivery Sites	1
Preferred Days of Delivery	Any Day Monday-Friday
Preferred Time of Delivery	Before 8:00AM

BIDDER QUESTIONNAIRE

Please attach a separate page with responses

1. Will you be able to meet the specified delivery days and hours? If not, attach a proposed delivery schedule for each district.
2. How will emergency deliveries (deliveries not on a scheduled date) be handled?
3. What is your procedure for notifying the customer of shortages and/or substitutions? How do you ensure your substitution meets our nutritional guidelines?
4. What are your ordering options/procedures/deadlines, including add ons?
5. Please describe the reports that you make available to your customers (ie monthly usage) and how can your customers access these reports.
6. What is your current fleet and how will you ensure deliveries?
7. How do you track refrigerated temperatures during transport?
8. Describe how your company packs District(s) orders on the trucks for delivery.
9. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas.
10. Will you give a District a discount if they reach a certain dollar value per drop?
No _____
Yes _____ If yes, what does the dollar drop need to be? _____
What is the percent discount that will apply? _____
(If yes, this discount will apply to all drops that exceed the dollar value listed above)

REFERENCES

Must complete and submit a minimum of three (3) with proposal. Make additional copies as needed.

1. Client Name and Address

Contact Name, Telephone Number, and Email Address

Number of Delivery Locations: _____

Frequency of Deliveries: _____

Annual Dollar Volume of Orders: _____

2. Client Name and Address

Contact Name, Telephone Number, and Email Address

Number of Delivery Locations: _____

Frequency of Deliveries: _____

Annual Dollar Volume of Orders: _____

3. Client Name and Address

Contact Name, Telephone Number, and Email Address

Number of Delivery Locations: _____

Frequency of Deliveries: _____

Annual Dollar Volume of Orders: _____

PROMPT PAYMENT DISCOUNT TERMS

Vendors are advised that cash discount of 10 days or greater are acceptable and will be applied as part of the award calculations(s). Cash discount of less than 10 days are not acceptable and will be considered as NET 45 days.

Prompt Payment Discount of: _____ % _____ Days

Vendor must indicate either a zero (0) for no discount, or the offered discount amount. A blank left in the "Days" space will negate any percentage discount offered.

PROVISIONER:

Signature:

Title:

Date:

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Print Name: _____

Signed: _____

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act’s (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760 (n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There are two situations which may warrant a waiver to permit purchases of foreign food products. These are 1) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product, creating undue hardship to the SFA.

If Bidder offers a non-American product or uses a non-American ingredient in the product(s) offered, Bidder must list the product or ingredient below. Product is subject to review by the Co-Op. If the Co-Op declines a waiver, Bidder will replace quote with a domestic product.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets if necessary

Name of Contractor

Date

Signature of Authorized Official

Title

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No 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 on his or her behalf 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;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS**

For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that--

The Offeror and/or any of its Principals--

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the Co-Op if, at any time prior to award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror non-responsible.

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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____