

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

Request for Proposal #4-17/18
PIZZA

Issue Date: June 28, 2017

Submit By: July 20, 2017

Contact:

Laurel Goins

Director, Food Services

805-474-3000 ext. 1022

TABLE OF CONTENTS

Notice of Request for Proposal	2
Project Schedule	3
Instructions to Bidders	4
Request for Proposal Signature Page	10
Contract Agreement	11
Bidder's Checklist	19
Appendix:	
Individual District Profiles	20
Bidder Questionnaire	24
References	25
Prompt Payment Discount	26
Non-Collusion Declaration	27
Buy American Certification	28
Byrd Anti-Lobbying Amendment Compliance & Certification	29
Certification Regarding Debarment & Suspension	30

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 #4-17/18 for the procurement of the following:

PIZZA

Sealed proposals must be delivered to the Food Services Department, Lucia Mar Unified School District, 602-B Orchard Street, Arroyo Grande, CA 93420 no later than 2:00 pm on July 20, 2017. Proposals shall be opened in public at 10:00 am on July 24, 2017 at Lucia Mar Unified School District Food Services Department, 602-B 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 No proposal may be withdrawn after submission deadline.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 July 6, 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@lmsud.org.

Laurel Goins,

Director, Food Services

Lucia Mar Unified School District

Publish: 6/26/17 and 7/10/17

San Luis Obispo Tribune

PROJECT SCHEDULE

Issue Date:	June 28, 2017
Bidders Conference:	July 6, 2017 at 1:00PM
Proposal Due:	July 20, 2017 at 2:00PM
	Lucia Mar Unified School District
	Food Services
Proposal Opening:	July 24, 2017 10:00AM
Bidder's Interview:	July 26, 2017 10:00AM
Intend to Award: (Pending Board Approval)	By July 27, 2017
Protest Deadline:	July 28, 2017 by 2:00PM
Recap of RFP:	August 11, 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 Pizza to receiving sites within the member districts. The RFP will be awarded on a line item basis. This RFP defines the program, the products, and the services that are being sought from the Vendor and generally outlines the program requirements.

SCOPE OF SERVICES

The selected vendor(s) will partner with the Co-Op member districts over the term of the contract resulting from this RFP to manufacture and deliver Pizza 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
10. Templeton Unified School District

Not all districts are participating in this RFP. See attached Appendix for participating districts and individual district delivery needs.

GENERAL INSTRUCTIONS AND CONDITIONS

Proposals are requested for furnishing the Central Coast Co-Op Member districts Pizza for the period of August 1, 2017 - June 30, 2018. 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 vendor, the RFP name and number, submission due date and time. It is the sole responsibility of the vendor 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 vendor 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 with the intent to award to lowest responsible bidder per line item. 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. Additionally, the Co-Op reserves the right to reject the bid of any vendor who has previously failed to perform properly or to complete on time contracts of a nature similar to this project. 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 per line item that meets 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

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 20, 2017. 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 enter one firm, fixed price for each item offered. Because of possible geographical restrictions, Bidders are not required to bid all Districts. Bidder must enter a unit price and extension for each item. In case of error in computation, the unit price shall hold. Do not include Federal Tax or State Sales Tax in prices. **All boxes must be completed, using N/A for not applicable as needed.**

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.

Bidders shall fully answer each item on the Bidder Questionnaire. A proposal shall be deemed non-responsive if a Bidder fails to answer every question on this document.

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 Individual District Profiles and 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. Additionally, each district has anticipated which line item(s) they will use and usage per line item; however, the districts reserve the right to change line items in the course of the contract/school year.

Samples: All respondents shall be required to submit samples. The bidder shall submit, at no charge to the Co-Op, one (1) sample for each item offered. **Frozen samples must be delivered on July 24, 2017 between 8:00-10:00 AM. Fresh samples must be delivered on July 24, 2017 between 12:00-12:30 PM.** Samples shall be delivered directly to:

Lucia Mar Unified School District
Building B, 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.

CONTRACT SPECIFICATIONS

Varieties required: Cheese and Pepperoni.

16" round cut into 8 or 10 slices per site specification on attached Appendix.

Each slice must have a contribution to the Food Based Menu Planning Meal Pattern of 2 Meat/Meat Alternate and 2 Ounce Equivalent of Grains. Each slice must also contain less than or equal to 935 milligrams sodium, 10 grams saturated fat, contain no trans fats, and have less than or equal to 650 calories.

All boxed slices must be in individual packaging that has been approved by the Co-Op.

Product will be delivered at a minimum temperature of 135 degrees. Thermal bags will be used as storage at sites and are to have the capability of keeping product at a minimum temperature of 135 degrees for 30 minutes after delivery. Bags can be picked up at site daily or left until next delivery.

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

Resources for submission of acceptable documentation are attached to this RFP.

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. 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. After the opening of proposals, the Co-Op will score the proposals based on the evaluation criteria. Any or all Bidders may be invited for an interview. Bidder's Questionnaire is attached and must be submitted with the Bidder's Proposal. Questionnaire will be reviewed at the interview. Interview will be conducted only with the person signing the Bid Proposal.
- b. 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 distribution facility or facilities and equipment to be utilized by the interviewed Bidder.
- c. 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(s). The award will be formally made by the Lucia Mar Unified School District Board of Education in a timely manner.
- d. **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 via email to laurel.goins@lmusd.org 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 Vendor and submitted with proposal for the purpose of expediting a fully executed contract following the award of this RFP.

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. Bidders scoring a minimum of 80 points may be invited for an interview.

Cost (40 points)

Bidders must complete the proposal worksheet thoroughly. The lowest total price for each item will be determined by using the lowest total extended price less any offered prompt payment discount to arrive at each Vendor's net pricing offer. This element of the evaluation will be worth up to 40 points.

Product Quality and Appearance (20 points)

Samples of all products offered will be required and evaluated by the Co-Op based on appearance and taste. This element of the evaluation will be worth up to 20 points.

Experience and References (15 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 15 points.

Food Safety Policies (15 points)

Bidder must demonstrate policies that ensure food safety. This evaluation will be based on Bidder's submission of their 2 most recent Health Inspections. This element of the evaluation will be worth up to 15 points.

Financial Stability (5 points)

Bidder must have the ability to operate successfully throughout the term of the contract and any possible renewals. Documentation may be requested. This element of the evaluation will be worth up to 5 points.

Customer Service/Responsiveness (5 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 5 points.

Lucia Mar Unified School District

Food Services Department

602 Orchard Street Arroyo Grande, CA 93420

Request for Proposal #4-17/18

Submit RFP by July 20, 2017 at 2:00PM

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the distribution of PIZZA 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 July 6, 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 July 12, 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

PIZZA

RFP #4-17/18

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/Contractor 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 Pizza via a Request for Proposal Number 4-17/18 (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 for the items designated herein 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 August 1, 2017 or date contract is executed, whichever comes later, through June 30, 2018.

PRICING

The vendor is hereby awarded the contract for the following item(s) and quoted prices:

The pricing proposed must remain in effect for the term of the contract. There will be no price adjustments.

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 Vendor 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, and delivery outside of required temperatures. Failure to furnish all items included in the contract shall also constitute unsatisfactory service.

The member districts shall hold the successful Vendor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful 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 successful 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 successful 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.

The member districts in the Co-Op shall not be obligated to purchase or reimburse the Vendor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

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 Par-Baked Pizza must be delivered frozen solid without any signs of being thawed and refrozen. Evidence of temperature monitoring must be produced upon request by the Co-Op.

Fresh Pizza will be delivered at a minimum temperature of 135 degrees. Thermal bags will be used as storage at sites and are to have the capability of keeping product at a minimum temperature of 135 degrees for 30 minutes after delivery. Bags can be picked up at site daily or left until next delivery.

Product must be appealing in appearance. Sliced portions must be consistently either 8 cut or 10 cut as ordered by the District. The Vendor agrees to permit inspection of the delivered items by a representative of each member District with the right of rejection of inferior merchandise.

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

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. Frozen Products received shall not have a shelf life or expiration date less than one (1) month from the date of delivery.

In the event of a product contamination issue, Vendor shall provide trace back capabilities for all products to the point of origin.

PACKAGING

Individual pizza boxes must receive prior approval from the Co-Op. Samples will be required. 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.

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.

PRODUCT AVAILABILITY AND SUBSTITUTIONS

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.

No substitutions allowed.

If, as a result of failure to deliver specified product, the service of meals fails to contain the required components of a reimbursable meal, Vendor shall be required to reimburse the affected District(s) for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the Co-Op.

DELIVERIES

The successful 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 Frozen Pizza 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. Delivery of Fresh Pizza will have a 15 minute grace period, after which the District may assess the same penalty. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused.

If, at any time, a Frozen Pizza 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 Vendor 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. Vendors 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

Vendor must accept orders by phone, fax, email, or on line. Vendor must also be able to provide sales reports when requested by member District(s).

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.

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 #4-17/18

PIZZA

The following documents must be included in bidder's sealed bid package, and submitted no later than 2:00 pm on July 20, 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
- 4. Contract Agreement
- 5. All Signed Certifications
- 6. Bidder Questionnaire
- 7. References

The following documents to be provided on your own form

- 8. Public Liability and Property Insurance
- 9. Copy of 2 Most Recent Health Inspections
- 10. Product Nutritional and Child Nutrition Information

INDIVIDUAL DISTRICT PROFILES

ATASCADERO UNIFIED SCHOOL DISTRICT

**Product Desired For Secondary Sites:
Whole, 8 Cut, Fresh Pizza**

Atascadero High School
One High School Hill
Atascadero, CA 93422

9:45 AM Mondays and Wednesdays

9:30 AM Fridays

Cheese – 4 per Day

Pepperoni – 10 per Day

Atascadero Middle School
6501 Lewis Avenue
Atascadero, CA 93422

10:45 AM Mondays and Wednesdays

10:30 AM Fridays

Cheese – 6 per Day

Pepperoni – 15 per Day

New School (UnNamed)
10801 El Camino Real
Atascadero, CA 93422

**Time Unavailable Yet. Mondays, Wednesdays,
and Fridays**

Cheese – 1 per Day

Pepperoni – 4 per Day

**Product Desired For Elementary Sites:
Whole, 10 Cut, Fresh Pizza
Frequency: Once Per Month**

San Benito Elementary
4300 San Benito Road
Atascadero, CA 93422

Delivery by 10:15 AM

Cheese – 1 per Day

Pepperoni – 20 per Day

Creston Elementary (Delivers to San Benito)

Cheese – 1 per Day

Pepperoni – 5 per Day

Atascadero Fine Arts Academy
6100 Olmeda

Atascadero, CA 93422

Delivery by 11:45 AM

Cheese – 6 per Day

Pepperoni – 9 per Day

**If the store is located in Atascadero, the
following schools will pick up at the store:**

Santa Margarita Elementary
22070 H Street

Santa Margarita, CA 93453

Pick Up: 10:45AM If Delivered: 11:15 AM

Cheese – 1 per Day

Pepperoni – 12 per Day

San Gabriel Elementary
8500 San Gabriel Road

Atascadero, CA 93422

Pick Up: 10:30AM If Delivered: 11:00 AM

Cheese – 1 per Day

Pepperoni – 20 per Day

Santa Rosa Academic Academy
8655 Santa Rosa Road

Atascadero, CA 93422

Pick Up: 10:30AM If Delivered: 10:45 AM

Cheese – 1 per Day

Pepperoni – 18 per Day

Monterey Road Elementary
3355 Monterey Road

Atascadero, CA 93422

Pick Up: 10:30AM If Delivered: 10:45 AM

Cheese – 1

Pepperoni – 15 per Day

All delivery times are subject to change

LUCIA MAR UNIFIED SCHOOL DISTRICT

Product Desired:

Whole, Par-Baked, Frozen Pizza

Arroyo Grande High School
495 Valley Road
Arroyo Grande, CA 93420
Tuesdays and Thursdays
Cheese – 2 per Day
Pepperoni – 22 per Day

Branch Elementary
970 School Road
Arroyo Grande, CA 93420
Thursdays
Cheese – 5 per Day
Pepperoni – 10 per Day

Nipomo High School
525 N. Thompson
Nipomo, CA 93444
Tuesdays and Thursdays
Cheese – 6 per Day
Pepperoni – 26 per Day

Judkins Middle School
680 Wadsworth
Pismo Beach, CA 93449
Tuesdays and Thursdays
Cheese – 3 per Day
Pepperoni – 17 per Day

Shell Beach Elementary
2100 Shell Beach Road
Pismo Beach, CA 93449
Thursdays
Cheese – 9 per Day
Pepperoni – 12 per Day

Mesa Middle School
2555 Halcyon Road
Arroyo Grande, CA 93420
Tuesdays and Thursdays
Cheese – 3 per Day
Pepperoni – 18 per Day

Paulding Middle School
600 Crown Hill Street
Arroyo Grande, CA 93420
Tuesdays and Thursdays
Cheese – 2 per Day
Pepperoni – 13 per Day

Ocean View Elementary
1208 Linda Drive
Arroyo Grande, CA 93420
AM Thursdays
Cheese – 11 per Day
Pepperoni – 11 per Day

Lopez High School (Delivers to Mesa)
1055 Mesa View Road
Arroyo Grande, CA 93420
Tuesdays and Thursdays
Cheese – 0
Pepperoni – 2 per Day

All delivery times are subject to change

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

Product Desired:
Whole, 8 cut, Fresh Pizza

All delivery times are subject to change

DAILY HIGH SCHOOL ORDERS:

San Luis Obispo High School
1499 San Luis Drive,
San Luis Obispo, CA 93401

11:45 AM-12:05 PM

Monday - Friday

Daily Order:

Cheese - 2

Pepperoni - 9

Morro Bay High School
235 Atascadero Road
Morro Bay, CA 93442

10:45-11:05 AM

Monday - Friday

Daily Order:

Cheese - 2

Pepperoni - 4

DAILY MIDDLE SCHOOL ORDERS:

Laguna Middle School
11050 Los Osos Valley Road
San Luis Obispo, CA 93405

10:45 AM-11:15 AM

Monday - Friday

Daily Order:

Cheese - 2

Pepperoni - 6

Los Osos Middle School
1555 El Morro Street
Los Osos, CA 93402

11:36-11:56 AM

Monday - Friday

Daily Order:

Cheese - 2

Pepperoni - 5

EVERY OTHER WEEK ELEMENTARY SCHOOL ORDERS:

Monarch Grove Elementary
348 Los Osos Valley Road
Los Osos, CA 93402

10:45-11:15 AM

Every Other Tuesday

Cheese - 8

Pepperoni - 8

CL Smith Elementary
1375 Balboa Street
SLO, CA 93405

10:45-11:15 AM

Every Other Wednesday

Cheese - 13

Pepperoni - 13

Bishop's Peak Elementary
451 Jaycee Drive
SLO, CA 93405

10:45-11:15 AM

Every Other Tuesday

Cheese - 11

Pepperoni - 12

Baywood Elementary
1330 9th Street
Los Osos, CA 93402

10:45-11:15 AM

Every Other Thursday

Cheese - 10

Pepperoni - 11

Hawthorne Elementary
2125 Story Street
SLO, CA 93401

10:45-11:15 AM

Every Other Wednesday

Cheese - 16

Pepperoni - 16

Los Ranchos Elementary
5785 Los Ranchos Road
SLO, CA 93401

10:45-11:15 AM

Every Other Thursday

Cheese - 13

Pepperoni - 13

Del Mar Elementary
501 Sequoia
Morro Bay, CA 93442
10:45-11:15 AM
Every Other Thursday
Cheese - 12
Pepperoni - 13

Sinsheimer Elementary
2755 Augusta
SLO, CA 93401
10:45-11:15 AM
Every Other Thursday
Cheese - 12
Pepperoni - 13

Pacheco Elementary
261 Cuesta
SLO, CA 93405
10:45-11:15 AM
Every Other Friday
Cheese - 15
Pepperoni - 16

Teach Elementary
145 Grand
SLO, CA 93405
10:45-11:15 AM
Every Other Friday
Cheese - 1
Pepperoni - 2

TEMPLETON UNIFIED SCHOOL DISTRICT

Product Desired For The Following School
Sites:

8 Cut, Fresh, Boxed

Templeton High School
1200 Main Street
Templeton, CA 93465
12:15 PM Mondays and Fridays
11:45 AM Wednesdays
Pepperoni – 12 (to start with) per Day

Templeton Middle School
925 Old County Road
Templeton, CA 93465
12:00 Mondays, Wednesdays, and Fridays
Pepperoni – 12 (to start with) per Day

Product Desired For The Following School
Sites:

Whole, Par-Baked, Frozen Pizza

Vineyard Elementary School
2121 Vineyard Drive
Templeton, CA 93465
Cheese – 150 Each Per Month
Pepperoni – 200 Each Per Month

All delivery times are subject to change

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. Describe your procedure for ensuring that Fresh Pizza leaves the store at a minimum of 135 degrees and arrives at the school site at a minimum of 135 degrees.
3. Describe how your store will be able to handle the volume of each delivery site.
4. How will emergency deliveries (deliveries not on a scheduled date) be handled?
5. What is your procedure for notifying the customer of shortages?
6. What are your ordering options/procedures/deadlines, including add ons?
7. Please describe the reports that you make available to your customers (ie monthly usage) and how can your customers access these reports.
8. What is your current fleet and how will you ensure deliveries?
9. 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)
10. How many years has your company been in business? How would you describe your company's financial stability? Documentation may be requested by Co-Op.

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 Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by the Co-Op. If the Co-Op declines a waiver, Vendor 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: _____