



REQUEST FOR BIDS

DUE DATE EXTENSION

Issued May 27, 2025

Food Service

Bear Creek Community Charter School

ISSUE DATE:

May 9, 2025

BIDS MUST BE RECEIVED BY:

1:00 p.m.

Friday, May 30, 2025

Request for Proposal – Food Services

Notice is hereby given that Bear Creek Community Charter School (the “Charter School”) requests written proposals from prospective Vendors on the items specified on the attached sheet(s).

Date: May 9, 2025

Term/ Duration of Award: August 1, 2025 through June 30, 2026

Clarification Deadline: The Vendor must raise any questions regarding the RFP requirements no later than May 21, 2025.

Submittal Deadline: Complete submissions must be received on or before 3:00 p.m. on May 27, 2025. RFPs received after this date and time will not be considered.

Submit Proposals To: Jim Smith
Chief Executive Officer
Bear Creek Community Charter School
30 Charter School Way
Bear Creek Township, PA 18702
E-mail: jim.smith@bearcreekschool.com

Notice

All questions, requests for information or clarification pertaining to this Request for Proposal (the “RFP”) must be submitted in writing to Jim Smith at jim.smith@bearcreekschool.com

All changes, additions, and/or clarifications in connection with this RFP will be issued in the form of a written addendum. All supporting RFP documents such as addenda, clarification, etc. will be posted on the School’s website at www.bearcreekschool.com. It is the responsibility of the submitter to monitor the website for all information regarding this RFP.

Failure to follow any of the instructions included in this RFP will disqualify offer.

By submitting a proposal to the Charter School, the Vendor is presumed to completely accept the RFP requirements.

The vendor must list and outline, in their RFP response, any exceptions to the RFP requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the Charter School will consider in selecting the successful Vendor.

Bear Creek Community Charter School reserves the right to make corrections to the RFP, accept or reject all or any part of any quote, to waive technicalities, and to accept the offer that the Charter School considers to be the most advantageous.

Failure to read or comply with the enclosed terms and conditions in no way relieves proposers from their liabilities arising hereunder.

Introduction

Bear Creek Community Charter School will be accepting proposals from qualified firms for the procurement and distribution of food and non-food supplies for use in school meal programs. All products are required to meet the demands of student preferences and meet or exceed the nutrition requirements of the United States Department of Agriculture (USDA) Meal Pattern Requirements and Nutrition Standards. The products will be delivered to Bear Creek Community Charter School, 30 Charter School Way, Bear Creek Township, at minimum once per week while school is in session.

Specifications as written, meet all entity's admissible specified requirements. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or approved equal" if not inserted shall be implied. The Charter School reserves the right to make final decisions on comparable items as approved equals. Items delivered must be exact brand and model as reviewed and awarded, unless otherwise clearly disclosed on the proposal submission.

Background

Bear Creek Community Charter School has an enrollment of approximately 625 students, kindergarten through eighth grade and approximately 80 staff. The average annual meal participation is approximately 57,328 breakfasts, 71,016 lunches, along with miscellaneous snacks. The Charter School annual anticipated expenditure for the services requested is \$205,000.00.

Project Objective

The Request For Proposal (RFP) is for the purpose of entering into an agreement with a food service vendor who can supply all the products outlines within the RFP. It is the intent of the Charter School that the Vendor would be the primary vendor of food and food service-related request supplies for school food and nutrition operations for the period specified. The Vendor must reciprocally agree to provide a comprehensive product line to meet the total requirements of the Charter School and minimize the occurrences when the Charter School may have to seek other interim product sources. The determination shall be based on the Charter School's evaluation of submitted proposals.

The goal is to craft a purchasing agreement to address the Charter School's need for food and non-food supplies. The Charter School is seeking a partner with experience, industry knowledge, financial stability, whose technology will be kept up-to-date and who will sustain and provide effective customer service.

In addition to the pricing included in this RFP, the Charter School and awarded Vendor will utilize mutually agreed upon price adjustments based upon industry standards and best business practices thereby allowing both parties to control costs.

The awarded Vendor will be responsible for:

- Offering services described herein at a fixed price per case for delivered product
- Competitively bidding products on behalf of the Charter School using the Charter School's specifications and distributions/delivery of those products
- Delivering weekly to a single location/site within specified time frame
- Delivering supplies and emergency products as needed

The Charter School's intent is to provide the Vendor accurate, timely forecasting and fulfill purchase of forecasted volumes. It is expected that the awarded Vendor will work in good faith with the Charter School in all efforts related to cost savings. It is recognized that, in the food supply chain process, economics of scale are not the only cost opportunities that may arise. The Charter School is interested in partnering with a Vendor who may introduce other cost savings concepts that will be to the benefit of all parties.

Food-safety and availability will be paramount. The selected Vendor will be expected to warrant food-safety and product-availability, assuming all risk of ensuring those two key aspects of food-provision. The Charter School expectations are that the Vendor selected shall already have in place systems to maintain a high-quality program for warehousing and distribution. The Vendor must assure that: first-in, first-out inventory principles are used; an HACCP (Hazard Analysis Critical Control Point) system is in place; a Cold Chain Management System is in place; product shelf life is monitored, products are free of damage; correct products and quantities are "picked" and delivered on the correct day and time; the correct price is charged, product discrepancies and complaints are resolved and corrective action is initiated; customer satisfaction is monitored; vendor/FDA-initiated food recalls are promptly reported, and salvaged products are not delivered.

Scope of Services

The awarded Vendor will charge the Charter School a fixed price. This fee to the Charter School will include all costs that are associated with the contract. The awarded Vendor will use Charter School product specifications to solicit competitive bids from manufacturers for the purchase of food and non-food items as required by the Charter Schools. When these products have been awarded and approved by the Charter School, the Vendor will order, receive, and store the products and distribute these products as directed by the Charter School.

It is anticipated the primary vendor will receive no less than 90% of total food service program purchases. The Charter School agrees to use the designated contract vendor as an exclusive source for the various items and services as listed, as well as for comparable substitutes and additional items. The only anticipated exceptions might be in time of emergency or for products that the vendor is unable or unwilling to obtain. The designated vendor reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when the Charter School may have to seek other interim product sources. Failure to deliver 100% of the items on this list, within 48 hours, may be considered default. In case of default by the successful Submitter, the Charter School after due notice (oral or written) may procure the necessary supplies from other sources. Multiple instances of default may result in cancellation of the contract and removal from future RFP opportunities.

Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the vendor

The Charter School will work with the awarded Vendor in order to acquire the best product at the best cost. The Vendor will lend their experience and expertise to purchase the product requested. Purchases shall be made in the most cost effective manner. The vendor must award their bid to the lowest cost per equal increment of products that meets or exceeds the specifications, terms and conditions. Failure to offer the lowest best price on all products may result in termination of the contract.

In accordance with Federal requirements 210.21 Procurement, the school food authority (LPSD) must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
2. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
3. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
4. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
5. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Prohibited expenditure. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

The Vendor shall inform the Charter School immediately of any market changes concerning supply and demand that may affect pricing and/or distribution and advise the Charter School as such in order to make the most economical decisions for the Charter School.

While procuring and researching products, the Vendor is required to respond promptly to problems with products, delivery, or transaction documentation, provide timely and accurate cost and usage reports, and perform all contractual requirements in a manner consistent with the best interests of the Charter School.

Bidding requires firm annual pricing. Shorter terms must be indicated on the bid spreadsheet and will be considered in final Scoring.

Products

The Charter School requires that the Vendor have an effective quality/control assurance program in place with well established procedures that are followed to ensure a quality food and supply program. The Charter School reserves the right to determine product selections for the Charter School's program. As the Charter School's product selection requirements change, it may be necessary for the Charter School to require a change in product selections or packaging.

The Charter School's expectation is that all food and supplies be readily available. The Vendor shall stock specified and preapproved products after contract award. Before the Vendor can make stock changes to the approved list, a review of those changes must be presented to the Charter School. All products shall be pre-approved by the Charter School after contract award and samples may be required to make that determination. The Charter School also reserves the right to order any other food and food-related product from the Vendor that is not included in the stock and pre-approved product listing.

The Vendor will be responsible to avoid overstocking and use Charter School's projections and forecasts as an ordering guide. The Charter School shall not be limited to the estimated usage figures. The quantities for each item are estimates based on current usage figures for a similar time period. It is understood and agreed that the Charter School reserves the right to increase or decrease quantities, or modify conditions and/or specifications with notice.

Bid pricing on new items may be requested at any time throughout the contract period.

Upon request, the Vendor shall make available to the Charter School expanded product information to include, but not limited to, manufacturer name, manufacturer product code number, general description of the product, portion or serving size, number of portions per case, whether delivered frozen, refrigerated, or shelf stable, storage temperature, shelf life of the product, preparation and cooking information, serving suggestions, nutritional information, whole grain formulation information, ingredients as per the product label, including any allergy designations, (e.g., peanuts, tree nuts, fish, shellfish, eggs, milk, wheat, and soy); portion size in grams, calories in Kcal per portion, total fat, trans fat, saturated fat, sodium, fiber and meal component equivalents (for child nutrition items), percentage of whole grains or grain components, protein, and carbohydrate content in grams per portion, product valuation statements, product formulation statements, product fact sheets and a manufacturer contact telephone number and email address for additional information of needed.

All products shall conform to the minimum requirements of Federal and State regulations. Those requirements shall include but not be limited to weights, measures, full containers, drained weights, and contamination.

All products shall conform to standard guarantee requirements with respect to HACCP safety standards, and the vendor by his signature, agrees to hold the buyer harmless in the event of product failures. If a product recall is instituted on an item that has been furnished and delivered to LPS, the contractor will immediately notify both verbally and in writing with all pertinent information of recall. Contractor will be responsible for all cost associated with replacement product, shipping charges, and/or product credit. The Charter School will make final decision whether product needs to be credited or replaced.

All products should arrive in an unopened original container.

Perishable products (including, but not limited to yogurt and juice) shall have a minimum of a two week shelf life from date of delivery.

Ordering

It is anticipated that orders will be placed weekly while school is in session. The Vendor shall make available to the Charter School a secure web-based system, at no charge to the Charter School, to assist with researching products, verifying purchases, and tracking orders.

Reports

The Vendor shall be able to provide, upon request, a full range of reports reflecting the Charter School's account. The reports need to be provided electronically via e-mail in Microsoft Excel format, or in text or comma-delimited format that can easily be imported into Excel.

Vendor must submit a detailed bid document of all proposed items with full item description, pack size, and stock numbers with proposal.

Usage reports, which report item sales and totals for the Charter School, shall be supplied upon request.

A detailed invoice shall be provided with each delivery, clearly identifying product description, quantity, unit price, and extended price for all products purchased and delivered. Invoices must also detail any credits due to the Charter School for rebates, discounts, returned items, etc.

Item Shortages and/or Substitutions

The Vendor shall accommodate all orders. To assure provision of service excellence to our customers, the Vendor shall provide all products as selected by the Charter School at a fill rate of 90%. Vendor must have items stocked and available to fill orders beginning August 22 for the school year. Manufacturer's brand and product code number awarded must be the brand and product code number delivered unless otherwise disclosed on the Vendor's submission.

Approved substitutions will be calculated as shortages. The Charter School shall work closely with the Vendor by providing menus, forecasted usage, and/or any other information pertaining to its ongoing and changing needs to help keep shortages to a minimum.

The Charter School must be notified prior to delivery of any shortages that will occur either through the on-line order system confirmation or other form of communication. The Vendor will have a designated contact for weekly monitoring of substitutions and/or shortages. Substitutions may be made only upon prior approval of the Charter School's Department of Nutrition Services. The decision on substitutions will be made by the Charter School, based on cost, intended use for the menu, and customer acceptance.

Substituted products must be equal to or superior to the item bid and shipped at no more than the original item cost. If the substituted item cost is less than the original item cost, the lower cost shall prevail. Excessive shortages may be cause for termination of the Contract with the Vendor, and may result in default.

Deliveries

Prices quoted shall be for delivered to Bear Creek Community Charter School, 30 Charter School Way, Bear Creek Township, PA 18702. Deliveries shall be ordered in full-case quantities whenever possible.

Bear Creek Community Charter School's operations require deliveries twice per week while school is in session, with a delivery window between 6:00 a.m. and 10:00 a.m. Additional deliveries may be required. This schedule shall remain constant from week to week. All deliveries must be completed by 10:00 a.m. to avoid lunch meal service. When holidays or closed days fall on a schedule delivery day, deliveries shall be made on the next school day unless otherwise instructed by Charter School officials. Whether or not the Vendor can fulfill this obligation must be certified on the Vendor's submission. If the Vendor is unable to fulfill this obligation, the Vendor must clearly identify a proposed delivery day and delivery window.

If delivery is delayed, the Charter School's Food Service Director must be notified as soon as possible. Delayed is defined as more than one (1) hour past the delivery window.

Whenever a Vendor's place of business, mode of delivery, or source of supply has been disrupted by strike, act of God, or any other disruption beyond the Vendor's control, it shall be the Vendor's responsibility to promptly notify the Charter School.

All the Vendor's facilities and delivery vehicles shall conform to local, state, and federal rules and regulations regarding safety and sanitation, and are subject to inspection by the Charter School and other officials at the discretion of the Charter School. Products shall be maintained at proper temperatures throughout the supply chain when received by the Charter School. Deliveries must be made in dual or tri-compartment refrigerated trucks to adequately protect frozen, dry, chilled, and special care products in accordance with packer's recommendations. The Vendor shall make all deliveries in such a manner that will reduce shifting cases on the delivery truck, and thereby, minimize crushed or damaged cases/products. Signage with the Vendor's name shall be prominently displayed on delivery vehicles the Vendor utilizes to conduct business on the Charter School campus.

Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen) accompanied by a designated school employee. All shipments are subject to inspection and approval upon arrival at the Charter School. The Charter School reserves the right to refuse delivery of any product(s) which may be evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the purchasing agreement..

All Vendor employees (i.e. service personnel, management representative, etc.), shall conduct business with Charter School personnel in a competent, courteous, and professional manner. The Charter School shall notify the Vendor of any chronic problems with delivery personnel. The Charter School reserves the right to require a change in service or management representation if the conduct by the Vendor's personnel, in the opinion of the Charter School is unprofessional.

All Vendor employees shall bear and be able to present proper identification upon request. The Vendor's delivery personnel shall be well groomed, and at all times, wearing a Vendor uniform that denotes the Vendor and employee's name. Delivery personnel shall not smoke or use tobacco on school campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the School.

The Vendor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.

The expectation is that the Vendor guarantees delivery on the days designated. If the Vendor fails to deliver an order, the Charter School will be notified immediately in order to make corrective actions, such as making a special delivery to the Charter School, arranging for delivery by an alternate vendor, or by making other satisfactory arrangements. The Vendor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate vendor, should the Vendor be unable to resolve any delivery issues internally.

Food Safety and Recalls

Ensuring the safety of the food supply is critical to the Charter School. Manufacturers and vendors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The Vendor shall have a process in place to effectively respond to a product recall which should include the following objectives:

1. Provide accurate and timely communication to the Charter School regarding a recall.
2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
3. Streamline the process for reimbursement for recalled products.

Billing

A detailed invoice shall be provided with each delivery, clearly identifying product description, quantity, unit price, and extended price for all products purchased and delivered. Invoices must also detail any credits due to the Charter School for rebates, discounts, returned items, etc.

Credits for incorrectly priced items or returned product should be issued within 30 days and must be accompanied by printed documentation.

Payment terms are net thirty (30) for all Bear Creek Community Charter School vendors. There are no exceptions.

Sales Tax Exempt

Bear Creek Community Charter School is exempt from Pennsylvania Sales Tax. A Sales Tax Exemption Certificate will be provided to the successful bidder.

Submitter Qualifications

Before any RFP can be accepted, a Submitter must be deemed qualified in the judgment of Bear Creek Community Charter School officials to perform as required herein. A RFP may be rejected if a Submitter fails to meet any of the following qualifications:

1. Accounting Practices: Successful Submitter must clearly demonstrate to the Charter School officials the capability to provide accurate, reliable and timely reports, in terms of invoices, statements, rebates, credits and utilization reports.
2. Capacity: A Submitter must clearly demonstrate they have the capacity, physically and financially, to supply items to all delivery sites in economical quantities as required.

3. Technical Support: The Submitter must be able to support the Charter School with technology support as requested.
4. Facilities and Equipment: Contractors must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accord with Association of Food and Drug Officials (AFDOS) Code as recommended by the Food and Drug Administration.
5. Product Line: It must be clearly evident to Charter School officials that the Submitter is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.
6. Reliability: A successful Submitter must have a proven record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A vendor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the member Charter Schools.
7. Sanitation Requirements: Contractors' facilities may be routinely inspected by a Charter School representative. Facilities and operating practices must be continuously in compliance with the U.S. Food, Drug, and Cosmetic Act and State and local laws and regulations.
8. Reports: The vendor will have the capability to provide aggregate reports upon request from Charter School to include dollar volume for a specific period month, usage figures for a specific brand for tracking rebates, descending dollar reports, and monthly performance reports.
9. Sales Account Representative: The successful Submitter will provide an account representative assigned to Charter School to assist with Charter School needs as they may arise.
10. Work Stoppages: The Submitter guarantees delivery to the Charter School regardless of any organized work stoppages.

Proposal

Provide the Charter School with bid pricing on the Prime Vendor Bid Workbook provided by the Charter School, along with all other documentation required in this RFP. Submit one copy by e-mail or U.S. Mail by the submission deadline identified in this RFP.

Supplemental Materials

Vendors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, must also be in the returned RFP package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

Evaluation

In evaluating any aspect of the Proposal, the Charter School may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Supplies or Services provided by the Vendor, and any other information the Charter School obtains regarding the Vendor, or that the Charter School deems relevant. Only proposals that meet the requirements contained in this RFP will be evaluated on the following criteria:

Criteria		Possible Points
Price Evaluation		30
Commitment to Provide Two Deliveries per Week		20
Commitment to Delivery Window of 6:00 a.m. through 10:00 a.m.		20
Lowest Number of "No Bid" or "Special Order" Items		20
Electronic Order, Tracking and Reporting System		10
Total Points		100

The Evaluation Committee shall determine if interviews are necessary.

Negotiation

The Charter School reserves the right to award a contract based on the initial Responses received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial RFP on the most favorable terms possible to the Charter School. However, should only one RFP be received by the Charter School, the Charter School may, but is not obligated to, conduct negotiations with this vendor whose response, in the opinion of the Charter School, is competitive or may best meet the needs of the Charter School.

The Charter School may, but is not obligated to, seek clarification of a Response submitted by a Vendor.

If the Charter School chooses to negotiate, negotiation may involve any issue bearing on the response and may take place after submission of a response and before an award is made. The Charter School reserves the right to follow negotiations with a request for submission of a best and final response.

Forecasting

Bear Creek Community Charter School is committed to providing accurate, timely forecasts to awarded manufacturers and vendors to help guarantee a continuous supply of products. The Charter School utilizes point of service software to track actual items selected by students. This increases the accuracy of menu projections and helps enable tracking against projections. Vendors are required to bid and deliver all items listed, as well as items which may be added later. Any questions concerning a vendor's capability to bid or deliver an item must be raised prior to RFP opening.

Quantities given herein are believed to be correct estimates. The Charter School will advise vendor(s) of any volume increases or decreases as often as possible when these increases or decreases occur to insure a smooth flow of product and to assist in eliminating delivery shortages or vendor overstocks.

Award of Purchasing Agreement

After the RFPs have been opened and duly considered, the lowest and/or best RFP shall be submitted to the Bear Creek Community Charter School's Board of Trustees for formal approval. The successful Submitter/Respondent/Vendor will be notified in writing. This will constitute the Charter School's official award of the RFP. It is anticipated that this will occur on or before June 30, 2025. Vendors with standardized contracts should submit them with the RFP Response.

After the opening, the proposal will be checked against the mandatory requirements of the proposal to assure compliance. These submittal requirements are obligatory, and failure to fully comply may deem the proposal unresponsive.

1. The ability of vendor to provide nutrition and allergen information on prepared items on request; PDF file preferred.
2. Accurate calculation and extension of bid prices.
3. Ability to track the usage of items eligible for manufacturer's rebates.
4. If a vendor is quoting an item that is different than the item being specified or is considered an "alternate", this must be noted on item as quoted in the submission and a completed Vendor Bid Workbook for Alternates be included with the submission.
5. If a vendor is quoting an item that is considered "special order", this must be noted on item as quoted.
6. The Charter School will evaluate each vendor's proposal to assure consistency between the various sections.

Buy American Provision

Bear Creek Community Charter School participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)." Substantially means that a minimum of 51% of the final processed food comes from American produced products.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 day (s) in advance of delivery. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
- Price of the domestic food alternative substitute(s);
- Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

Reason for exception:

- Limited/lack of availability
- Price (include price). Price of the domestic food product; and price of the non-domestic product that meets the required specification of the domestic product.

Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that:

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

Child Support Certification

As required by Section 231.006, the undersigned certifies the following. "Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

Clean Air and Water Act

As required by USDA, the undersigned certifies the following. I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1990, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C.1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(I) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Civil Rights / Anti-Discrimination

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington D.C. 20250-9410
2. Fax: (202) 690-7442 or
3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

Acquisition Regulations

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Limited Liability Insurance

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below for Bear Creek Community Charter School. Bear Creek Community Charter School should be listed as an "additional insured" on General Liability Policy. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability and upon awarding of this contract. Certified copies of original insurance policies shall be furnished to the Charter School upon request.

- a) Workers' Compensation with Waiver of subrogation to the Charter School Employer's Liability, including all states, and other endorsements, if applicable to the Project. Statutory, and Bodily Injury by Accident: \$1,000,000 each accident. The Charter School shall be named as "additional insured" on workers' compensation policy.
- b) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability 1,000,000; Damage to premises rented to your limit, 100,000 any one premises, Medical expense limit 5,000 any one person. Limit Bodily Injury and Property Damage Combined \$300,000 Products - Completed Operations General Aggregate Limit \$2,000,000 per Job Aggregate \$1,000,000 Personal and Advertising Injury Limit. The Charter School shall be named as "additional insured" on commercial general liability policy.
- c) Automobile Liability Coverage: \$300,000 Combined Liability Limits per individual, \$2,000,000 per occurrence, Bodily Injury and Property Damage Combined. The Charter School shall be named as "additional insured" on automobile policy.

Please share these requirements with your insurance agent and have a current ACCORD form Certificate of Insurance sent to Jim Smith, Bear Creek Community Charter School, 30 Charter School Way, Bear Creek Township, PA 18702, within 15 days of award of contract.

Standard Conditions

This purchasing agreement shall be governed in all respects - as to validity, construction, capacity, performance, or otherwise - by the laws of the Commonwealth of Pennsylvania.

Bear Creek Community Charter School reserves the right to terminate this purchasing agreement for any reason. The Charter School shall provide the Vendor with 30 days written notice of termination.

Contractors providing services under the Request For Proposal herewith assure the Charter School they are conforming to the provisions of the Civil Rights Act of 1964 as amended.

Deliveries against this contract must be free of fuel surcharge, excise, transportation, and sales taxes, except when such a tax is part of a price and school Charter School is not exempt from such levies. Charter School will not pay separate delivery fee.

Modifications, additions, or changes to the terms and conditions of this Request For Proposal may be a cause for rejection of a RFP. Submitters are requested to submit all RFPs on the official form provided.

The Vendor agrees to protect, defend, indemnify and hold the Board of Trustees, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims liens, demands, obligations, actions proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

The successful Vendor shall meet the "Buy American" standards as defined in the Child Nutrition Reauthorization Act of 1998. School Charter Schools participating in the National School Lunch Program (NSLP) and in the contiguous United States are required to purchase for this program, to the maximum extent practicable, domestic commodities or products. The term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that come from American-produced products.

Additional Instructions – Important!

Please complete the enclosed document by filling in all sections as outlined.

It will be the Vendor's responsibility to check and verify formulas provided in the Prime Vendor Bid Workbook are totaling correctly.

Only one quote per item will be accepted on original proposal.

Alternate items must be submitted as an attachment (Vendor Bid Workbook for Alternates). Vendors must include all of the following for items being quoted: manufacturer brand name and product code number, pack, size, unit price, and all other requested criteria.

The signed Summary & Certification Form must be returned along with the Prime Vendor Bid Workbook, along with a listing of any alternate products.

RFP submissions should include, at minimum:

1. Completed and signed Summary & Certification Form
2. Complete Prime Vendor Bid Workbook
3. Listing of any proposed alternate products on the Vendor Bid Workbook for Alternates form

Summary & Certification Form

Vendor Name: _____ EIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Name of Signing Official: _____

Telephone: _____ E-mail: _____

References (2)

Company #1: _____

Contact Person: _____ Telephone: _____

Company #2: _____

Contact Person: _____ Telephone: _____

Certifications

Please check the appropriate boxes below to attest to each:

- ☐ We agree to the terms, conditions and requirements contained in this Request For Proposal.
- ☐ All proposed products conform to the minimum requirements of Federal and State regulations.
- ☐ We certify the ability to make online ordering, tracking and reporting available.
- ☐ Bear Creek Community Charter School will be assigned a dedicated sales representative to assist with product identification, ordering, and resolution of any service issues that may arise.
- ☐ We are able to firmly commit to making deliveries to Bear Creek Community Charter School twice per week, between the hours of 6:00 a.m. and 10:00 a.m.

If unable to commit to this delivery window, what day or timeframe can you firmly commit to for weekly deliveries: _____, between _____ and _____.

- ☐ We certify that our company has a process in place to comply with all federal, state, and local laws and regulations regarding recalls, and to effectively respond to a product recall including notification to the Charter School.

Certifications (Continued)

- ☐ Agree to maintain appropriate insurance coverage as detailed in this Request For Proposal, and name Bear Creek Community Charter School as an “additional insured” on General Liability Policy.
- ☐ Payment terms of net thirty (30) for all invoices.
- ☐ There are no deviations from the Prime Vendor Bid Workbook -or- ☐ Deviations from the Prime Vendor Bid Workbook are attached.

Attestation

Having carefully examined the Request For Proposal, proposal terms and conditions, specifications and the proposal forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this proposal document.

I certify that the products included in this submission are guaranteed to meet or exceed specifications contained in this proposal.

The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposal Respondent, and that the contents of this RFP as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature

Date

Name of Individual (Please Print)

Title/Position