



School District of the Township of Radnor

Administration Bldg · 135 S. Wayne Ave., Wayne, PA 19087
610-688-8100 · Fax 610-688-6264 · www.rtsd.org

INVITATION TO SUBMIT BRANDED PIZZA QUOTE

The Radnor Township School District Food Service Department is currently soliciting quotes for branded pizza for its 2023-2024 School Lunch Program. As part of this process all local pizza vendors are being invited to submit three (3) 16” pizzas for sampling on **August 16, 2023, 11 am at Radnor High School’s cafeteria**. Taste and quality as determined by a student panel as well as product conformance with the nutrition standards and price will be the prime criteria in selection of the pizza vendor for the 2023-24 school year.

As part of the National School Lunch Program we must adhere to certain nutrition standards/regulations Therefore, vendors must be able to meet the following criteria:

- 16 oz. of 100% cheese per pie
 - ingredient list- must be submitted with pizza sample
 - nutritional analysis or detailed recipe- must be willing to submit by 8/21/23
- dependable and timely delivery to schools; 2 deliveries to each school, just prior to lunch and during service, delivered fresh and hot!
 - daily delivery slip to be provided after final delivery of day
 - monthly invoices provided to district
 - pie cut into eight even pieces
 - Whole grain crust, first ingredient **MUST** be whole grain
- Any pizza not meeting this standard will **NOT** be taste tested and will be disqualified

Price and student acceptance will be a consideration

Contract award based on *Healthy Hunger Free Kids Act* nutritional standards

Approximate usage:

- Elementary (3 schools) - Ithan, Wayne, Radnor; each school receives 25-40 pizzas 6 days per month, days to be determined
- Secondary (2 schools) – High School receives 20-25 pizzas each day and Middle School receives 20-25 5 days per week

If you can meet the above requirements and are interested in providing 3 sample pizzas along with a completed attachment 1 (pricing), please email Beth Cooke at beth.cooke@rtsd.org by August 2, 2023 to notify us of your submission.
Thank you for your interest!

1. Be advised that in order to enter into a contract with the Radnor Township School District, it will be necessary for you to comply with Public School Law Section III relating to employee screening for certain criminal offenses and to enter into an indemnification agreement with the Radnor Township School District in the event of a violation of the law by the vendor/contractor if certain persons have contact with children. The enclosed agreement must be signed and returned with your quote.
2. Failure to complete and return the enclosed Non-Collusion affidavit with your quote will result in disqualification.
3. Questions concerning specifications for pizza are to be referred to Beth Cooke at beth.cooke@rtsd.org.

Radnor Township School District

Invitation for Bid for Pizza

**Radnor Township School
District
135 S. Wayne Ave.
Wayne, Pa 19087**

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 (State or local) 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, S.W., Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov. This institution is an equal opportunity provider.

INFORMATION AND GENERAL CONDITIONS

The Radnor Township School District seeks bids from vendors that provide pizza delivered hot and cut for sale by the Food Service Department. The District expects that from the approved specifications vendors will be able to submit bid pricing for the term of July 1st, 2023 through June 30th, 2024 with the option of extension through July 1st 2024 through June 30th 2025. This bid is intended to be awarded to a sole vendor based on total volume pricing, however, we will consider multiple vendors.

In no event does the IFB commit the District to award any contract to any respondent.

The District will review all bids to determine responsiveness; any bid that does not address all requested requirements or is incomplete can be rejected.

SUBMISSION OF BIDS: Sealed bids will be received by Beth Cooke, Food Service Coordinator, Radnor Township School District, at Radnor High School, 130 King of Prussia Rd., Radnor, PA 19087 on August 16, 2023 at 11:00am. Bids should be submitted in sealed envelopes, clearly marked with "Radnor Township School District for Food Service, IFB for Pizza" along with 3 sample pizzas.

All bids should be submitted in the format described in this IFB. The District shall take a maximum of sixty (60) days from the opening of the sealed bids to identify the "winning" respondent, and no bids may be withdrawn prior to the District's decision. All Bids will be offers to supply the services and products set forth in the specifications, and made part of this IFB.

GENERAL INSTRUCTIONS AND CONDITIONS

Pizzas and sealed bids will be received by Beth Cooke, Food Service Bookkeeper, Radnor Township School District, Radnor High School, 130 King of Prussia Rd., Radnor, PA 19087 on August 16, 2023 at 11:00 am.

1. All bid responses must be submitted on the forms provided, with the price stated as requested. All requests must be signed by an authorized officer of the company.
2. Three sample pizzas must be delivered with sealed bid for student taste test.
3. Each vendor submitting a bid must agree to enter into a contract and furnish any insurance certificates required by the Radnor Township School District at time of submission of the request, in accordance with the terms and the condition, specifications governing it.
4. By submitting your bid, each vendor is responsible to make themselves familiar with the contract documents and he/she stipulates that he/she has read and is familiar with them and understands and agrees to them.
5. Each vendor submitting a bid thereby agrees and guarantees that the various articles, supplies, equipment or materials, work or services offered will conform to the specifications in quality, kind and character, and that the final determination of whether they do meet specifications shall rest solely with the Radnor Township School District or their duly authorized representatives.
6. In submitting a bid, the vendor agrees that they will comply with the laws, rules, regulations and policies of federal, state, and local governments, and guarantees that all items subject to OSHA requirements will not be violated. It shall be the responsibility of the vendor to ensure that all personnel associated with this agreement are familiar with all the aforesaid laws, rules, regulations, and policies.
7. Prior to the opening of the bid, vendors will be given permission to withdraw any bid after it has been received by the Radnor Township School District. No plea of mistake shall be made available to the vendor and no IFB may be withdrawn before the expiration of the sixty (60) days from the date established for the opening of the bids. Vendors who violate this provision will be declared unsatisfactory for any future bidding.
8. A vendor may provide pricing on any or all items. Contract may be awarded by line item with the award given to multiple vendors in conformance with specification and evaluation criteria. This IFB is intended to be awarded to a sole vendor
9. The Radnor Township School District reserves the right to accept or reject any portion of any bid submitted, to waive any informality, and to make the award in the best interest of the Radnor Township School District.
10. The vendor understands that the delivery locations can be different locations. Radnor Township School District will inform the vendor of the location and time, once it is determined.
11. Invoices shall be sent to the Food Service Office of the Radnor Township School District. Separate invoices shall be rendered for each location.

12. Payment will be made within 45 days of the receipt of the invoice(s).

13. Each vendor submitting a bid must declare that this bid was made without any connection with any other person or entity making a bid for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the district is directly or indirectly interested in the bid or in the services to which it relates, or in any portion of the profits therefrom, in the form attached.

PRICING: The Goods or Service prices provided are for the July 1st, 2023 through June 30th 2024, with the option of extension through July 1, 2024 through June 30th 2025.

FAILURE TO FURNISH: In the event the successful vendor shall neglect or refuse to furnish and deliver any articles, services or any part thereof, or to replace any articles or service which are rejected as stated in the preceding paragraph, then the Radnor Township School District is authorized and empowered to purchase articles or services in conformity with this order from such party or parties, and in such manner as it shall select at the expense of the awarded vendor, or to cancel the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the Radnor Township School District.

IDENTIFICATION - All employees of the vendor must be identifiable at all times. DUE TO SECURITY CONCERNS, ALL VENDOR EMPLOYEES ARE REQUIRED TO WEAR BADGES TO IDENTIFY WHO THEY ARE. AT TIMES THEY MAY BE REQUIRED TO SIGN IN AT THE FRONT OFFICE IN ACCORDANCE WITH THE PROCEDURES OF THE DISTRICT.

INDEMNIFICATION BY VENDOR – Be advised that in order to enter into a contract with the Radnor Township School District, it will be necessary for you to comply with Public School Law Section III relating to employee screening for certain criminal offenses and to enter into an indemnification agreement with the Radnor Township School District in the event of a violation of the law by the vendor/contractor if certain persons have contact with children. The enclosed agreement must be signed and returned with your quote.

EQUAL OPPORTUNITY EMPLOYER - The Radnor Township School District is an equal opportunity employment, educational, and service organization.

DISCRIMINATION - Bidder shall not discriminate against any employee, applicant for employment, independent vendor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex.”

HUB/MWBE- In accordance with the Federal Uniform Grant Guidance the district shall take affirmative steps to assure that minority businesses, women’s business enterprises and labor surplus area firms are used when possible. These affirmative steps include, but are not limited to, placing qualified small and

minority businesses and women’s business enterprises on solicitation lists and ensuring the small and minority businesses and women’s business enterprises are solicited whenever they are potential sources.

DEBARMENT AND SUSPENSION -The Radnor Township School District shall award contracts only to responsible vendors possessing the ability to perform successfully under the terms and conditions of the Bids. Consideration will be given to such matters as vendor integrity, compliance with public policy, record of past performance, and financial and technical resources. The Bids shall comply with all of the Radnor Township School District’s policies, included but not limited to Policy 626 – Federal, Fiscal Compliance, Conflict of Interest, & 808-Food Service.

LICENSES, FEES, TAXES: The vendor shall obtain and maintain all licenses and permits required by federal, state, and local laws. Radnor Township School District is tax exempt.

SELECTION CRITERIA: The Radnor Township School District reserves the right to select the vendor that provides the best organization-wide solution, cost, and service capability.

- a. Points will be awarded on the following basis:
 - i. 60 points for Cost
 - ii. 30 points for student acceptability
 - iii. 10 points for documentation of ability to meet scope of work
100 points

For the bid to be valid, the following forms must be completed and returned.

- a) Bid Form
- b) Statement of Contractors Qualifications
- c) Byrd Anti-Lobbying Certificate
- d) Disbarment and Suspension Certificate
- e) Hold Harmless Agreement
- f) Clean Air Certification
- g) Non-Collusion Affidavit
- h) Historically-Underutilized Business (HUB)
 - a. Minority/Woman-Owned Business Enterprise (MWBE) Certificate

SCOPE OF SERVICES

CONTRACT

The Radnor Township School District seeks IFB’s from vendors that provide direct delivery of fresh pizza, delivered hot and cut for immediate sale in the cafeterias. The time line for this contract is for a One (1) year term with optional renewals for an additional one (1) year. Either party may terminate the contract by giving no less than ninety (90) days prior written notice to the non-terminating party. The District will accept the bid or bids that best serve the District’s interests and not necessarily the lowest bid.

The contract is expected to be for a yearly amount of \$120,000. Based on mutual agreement of the district and vendor, the contract may be extended on a year-by-year basis not to exceed June 30th 2023. Due to the understanding that products may be discontinued or new products may become available additional pizza may be awarded each year at the sole discretion of the District not to exceed \$200,000 in purchases per year as to prevent a material change in the contract. The district will not be held liable for not meeting the estimated usage or estimated contract value (above). This is given sole to provide an estimate amount of volume and is subject to change the district may not be held liable or accountable for any shortfalls.

DESCRIPTION, LOCATION AND PRICING OF SERVICES

The vendor will provide Pizza to the District at the location(s) and for the pricing set forth in the specifications. The District will be permitted to use the Contract in connection with its business operations, responses to "Right to Know" request and other uses as required by law. The pricing structure will be based on a per unit price. ***Freight, delivery, and any other costs and fees must be included in all pricing submitted in the bid.*** Radnor Township School District is exempt from the payment of any Federal, State, Local or Transportation taxes and sales tax. Exemption certificates will be signed on request. The price submitted must be net exclusive of taxes.

PRICE ESCALATION/DE-ESCALATION LANGUAGE:

By May 1st prior to the following school year the awarded vendor should provide Radnor Township School District a spreadsheet of all bid items indicating price increases or decreases for the following school year. This spreadsheet should also include any vendor code changes for the bid items.

- Price increases should not exceed the most recent percent increase put out by the Bureau of Labor Statistics Producer Price Indexes for each commodity item. www.bls.gov.
- Petitions for increases shall be based on the cost of product only.
- Approval or rejection of requested increases will be based on Producer Price Indexes.

The vendor is expected to pass market decreases on to the district. Radnor Township School District may petition for an invoice decrease based on the most recent Producer Price Indexes.

The successful vendor warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

VENDOR'S RESPONSIBILITIES

1. The vendor agrees to deliver **inside** the buildings. All deliveries must be accompanied by an itemized invoice. Invoices must show, quote price, building name, and specify item and quantity. Delivery person and food service employee or designee will check merchandise against invoice. Any damaged merchandise will be returned and credit issued by driver on day of delivery.
2. Deliveries shall be made 30 minutes before the start of the first lunch, or as required by the individual school. Pizza should be delivered in insulated carriers to maintain temperature. Pizza should be delivered cut evenly into eight identical slices in individual pizza boxes. Boxes should be sturdy enough to not allow

the middle of the pizza to come in contact with the lid or a stand should be provided in each box to prevent the cheese from sticking to the lid.

3. Pizza Specifications:

- a. Pizza pies must be fully cooked for delivery
 - b. The whole pie must be cut in 8 even slices
 - c. Whole pie must have one pound of real cheese to meet the National School Lunch Program requirements of 2 ounces of protein per slice.
 - d. Whole Grain crust pizza must contain 51% or more whole grains by weight or have whole grains listed as first ingredient
 - e. Less than 35% total fat
 - f. Less than 10% saturated fat
 - g. 0 grams trans fat
 - h. Less than 750 mg of sodium per slice
 - i. Each slice should contain 2 ounces grain, 2 ounces cheese per slice
 - j. Gluten-free pizza should contain 2 oz. cheese and 2 oz. grain per serving
4. Radnor Township School District will provide the vendor a copy of the school calendar with the school closing number due to emergency or inclement weather conditions. Vendor will provide to each district emergency numbers and deadline/cut off times to prevent deliveries in the case of a school emergency or inclement weather day when districts are closed.
5. Monthly statements and velocity reports of products are due by the 5th day of the following month and will be sent to the Food Service Department at 135 S. Wayne Ave., Wayne, PA, 19087.
6. If any vendor finds discrepancies in, or is in doubt as to the true meaning of any part of the plans, specifications, or other, the vendor shall at once submit to the Radnor Township School District representative, a written request for an interpretation thereof. The interpretation rendered by the Radnor Township School District shall be final and indisputable. The vendor submitting the request shall be responsible for its prompt delivery. Please send requests to beth.cooke@rtsd.org.
7. It is expected that each vendor shall have a written policy in place regarding Bio-Security and Food Supply. This is in cooperation with the Bio-Terrorism Act of 2002 under U.S. Department of Health and Human Services, Food and Drug Administration and under the United States Department of Agriculture, Food Safety and Inspection Service. The vendor will provide such company policy upon request of the Radnor Township School District.

- a. Radnor Township School District expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential Vendor and their manufacturers. Prior to awarding the Bid, Radnor Township School District may require documentation verifying that a written HACCP plan is followed. The Vendor shall employ and maintain health and hygiene standards for all its personnel directly involved in the delivery of food in accordance with the standards as Radnor Township School District and vendor shall agree from time to time and in accordance with all applicable federal, state, and municipal laws, codes, and regulations. All vendors must comply with the "Right-To-Know Act" pertaining to hazardous materials. Each manufacturer will have a written policy in place regarding Bio-Security and Food Supply (Bio-Terrorism Act of 2002) and provide policy upon request
8. Vendor agrees to maintain the following levels of insurance(s), with companies which are authorized to do business under the laws of the state in which the Products are sold and the Services provided:

General Liability Insurance

Bodily Injury and Property Damage
 \$1,000,000 Per Occurrence Limit
 \$2,000,000 General Aggregate Limit
 \$2,000,000 Products/Completed Operations Aggregate

Automobile Liability Insurance

Bodily Injury and Property Damage - \$1,000,000 Combined Single Limit

Workers Compensation and Employer's Liability Insurance

\$1,000,000 per accident, bodily injury by accident
 \$1,000,000 each person, bodily injury by disease
 \$1,000,000 policy limit, bodily injury by disease

Vendor shall provide to Buyer a certificate issued by Vendor's insurer evidencing the required coverage at the effective date of our agreement and no later than thirty (30) days after policy renewal.

9. NUTRITIONAL ANALYSIS CAPABILITY

- a.) It is mandatory that product nutrient analysis data be readily available.
- b.) Vendor will supply labels of all items on bid, with this analysis.
- c.) A nutrient analysis sheet of all the food products listed shall be included with the quote. A nutrient analysis sheet for each product ordered that is not listed on the quote shall be provided to each district pending the award.
- d.) The nutrient analysis sheet submitted is to be based on a "per serving" amount and include detailed information of the content of each ingredient in the product by weight. All ingredients of products must be listed with the signature of a manufacturing official (not a sales representative).

e) Included in the sheet will also be the following: Serving Size, Calories, Protein, Total Fat, Saturated fat, carbohydrates, grams of sugar, sodium.

f) All ingredients and recipe should be included for nutritional analysis. Any inability to comply with the conditions and specifications as outlined must be clearly stated in your quote.

10. The supplier will submit a current product list of all items, including prices, not specified included in this bid. Items that are compliant with the Smart Snack regulations under the Healthy Hunger Free Kids Act should be indicated on the list.
11. The district reserves the ***right to return without charge or to reject at the*** time of delivery any merchandise received in damages or in unwholesome condition such as: Crushed cartons or bottles, broken cases or bags, unclean packaging or cartons, leaking carton or bottles; broken packaged goods; any food or food products that appear to be of inferior quality; items not meeting quote criteria.
12. The vendor shall utilize properly insulated, mechanical, or thermostatic temperature control refrigeration equipment if needed. Such equipment must be capable of maintaining proper temperature in order to protect the product. The vendor shall comply with the Commonwealth of Pennsylvania- Department of Agriculture Requirements and HACCP guidelines with regard to facilities, personnel, storage and receiving practices, and delivery of food products. The School District reserves the right to inspect vendor's receiving, storage, and staging areas and delivery vehicles to ensure compliance with these food service sanitation regulations. The vendor must maintain clean pest-free storage areas and delivery vehicles. All crates and boxes must be clean and free of debris. The School District reserves the right to request information about the vendor's pest control in food storage areas and delivery vehicles. All chemicals used shall be certified as safe for use around food.
13. No substitutions will be accepted at any time unless approved by the appropriate Food Service Consultant.
14. Estimated quantities are subject to change and the district will not be held liable for decreased usage.
15. Bid submissions should be in compliance with the Healthy Hunger Free Kids Act, Smart Snack Regulations as per the specification.
16. Questions concerning specifications are to be referred to Ms. Beth Cooke, Food Service Coordinator for Radnor Township School District at beth.cooke@rtsd.org.

LOBBYING CERTIFICATE (for Bids over \$100k)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):

Bids for an award exceeding \$100,000 must file an Anti-Lobbying Certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Each vendor submitting a bid of more than \$100,000 must include the completed Anti-Lobbying Certificate.

DEBARMENT AND SUSPENSION VERIFICATION (for Bids over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By submitting its Bid, the vendor is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Vendor certifies that the Vendor and/or any of its sub vendors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Pennsylvania or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Vendor will immediately notify Radnor Township School District if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity.

REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination -Radnor Township School District reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by Radnor Township School District for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

In the event that either the Vendor or Radnor Township School District defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for Bids over \$10k)

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

CLEAN AIR/ CLEAN WATER STATEMENT (for Bids over \$100k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify Radnor Township School District of the receipt of any communication indicating that any of Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

The Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908:

Bids for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation-adjusted amount determined by the above act, must address administrative, contractual, or legal remedies in instances where vendors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Therefore, Radnor Township School District may upon written notice of default to the Vendor, terminate any contract resulting from this IFB if the vendor fails to perform the services specified in the bid, the specifications and/or other bid documents or fails to conform to the terms and conditions and other requirements of the contract documents in accordance in with section IV(a).

Exclusive jurisdiction and venue for any dispute relating to any matters pertaining to any bid (or to any contract resulting from any bid) shall be in the Court of Common Pleas of Delaware County Pennsylvania, and any such dispute shall be governed by the laws of the Commonwealth of Pennsylvania.

The rights and remedies of Radnor Township School District shall be exclusive and are in addition to any other rights and remedies provided by law or under the contract. Radnor Township School District reserves the right to waive minor irregularities or reject any and all bids provided that such action is in the best interest of Radnor Township School District. Any such waiver shall not modify any remaining IFB requirements or excuse the IFB offer or from full compliance with other specifications and contract requirements. All applicable federal, state, and local laws shall be deemed to be part of the specifications and the vendor shall be responsible for compliance therewith.

RIGHTS TO INVENTIONS

Rights to inventions made under a contract or agreement. If the Federal award meets the definitions of “funding agreement” under 37 CFR §01.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties assignment or performance of experimental, developmental, or research work under that “funding agreement” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Interventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency.

CIVIL RIGHTS STATEMENT

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, audiotope, American Sign Language, etc.), should contact the Agency (State or local) 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, S.W., Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov. This institution is an equal opportunity provider.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts

awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

DAVIS BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Sub vendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

RECORD RETENTION AND ACCESS CLAUSE

The Vendor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to participating SFAs throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Vendor shall permit the Auditor of the State of Pennsylvania or any authorized representative of a participating SFA, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the SFA reserve the right to charge the Vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

NON-COLLUSION STATEMENT

All Vendor submitting a bid must sign, notarize and include the Non-Collusion Certificate.

DUTY TO EXAMINE

It is the responsibility of each vendor to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the vendor or the district.

GIFT AND GRATUITIES

Acceptance of gifts from vendors and the offering of gifts by vendors are prohibited. No employee of the District under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

BUY AMERICAN STATEMENT

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).

The District 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 practical, 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 & CFR Part 210.21 (d). Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 2 day (s) in advance of delivery. The request must include the:

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

Reason for exception: limited/lack of availability or price (include price):

- 1) Price of the domestic food product; and
- 2) Price of the non-domestic product that meets the required specification of the domestic product.

RADNOR TOWNSHIP SCHOOL
DISTRICT 135 S. Wayne Ave.
WAYNE, PA 19087

BID FORM

FOOD SERVICE: Pizza

Name of Vendor: _____

Contact Person: _____

Address: _____

Phone Number: _____ Email Address: _____

First, that we have carefully examined the Information and General Conditions, Specifications/Scope of Services, certifications, and Bid Form. We submit this bid and agree to furnish and perform the specified work for the Radnor Township School District for the price indicated on the specification sheet.

Second, that the bid is subject to all the terms of these specifications/Scope of Services and we hereby agree to furnish the services as required in these specifications

Third that the prices quoted herein are exclusive of Federal Excise and Pennsylvania State Sales Tax.

Fourth, General Conditions, Specifications/Scope of Services along with the signed bid form is the signed contract between _____ and the Radnor Township School District.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

NOTARY SIGNATURE: _____ DATE: _____

BID CHECKLIST:

Enclosed are:

- Signed Bid Form _____
- Byrd Anti-Lobbying Certificate _____
- Disbarment and Suspension Certificate _____
- Hold Harmless Agreement _____
- Clean Air Certification _____
- Non-Collusion Affidavit _____
- Historically-Underutilized Business (HUB) _____
 - Minority/Woman-Owned Business Enterprise (MWBE) Certificate _____

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 Vendor 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 vendor, 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;

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 Vendor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

- (2) 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.

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: _____ DATE: _____

COMPANY NAME: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBVENDOR) 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 Vendor must complete and sign the following:

The Vendor certifies, to the best of its knowledge and belief, that:

The Vendor 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 Vendor 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 Bookkeeper 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 Vendor shall provide immediate written notice to Radnor Township School District if, at any time prior to subcontract award, the vendor 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 Vendor's responsibility. Failure of the vendor to furnish a certification or provide such additional information as requested by Radnor Township School District may render the vendor 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 a vendor 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 vendor knowingly rendered an erroneous certification, in addition to other remedies available to Radnor Township School District, Radnor Township School District may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____ DATE: _____

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY RADNOR TOWNSHIP SCHOOL DISTRICT, THEIR OPERATING COMMITTEE, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE RADNOR TOWNSHIP SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT.

HOWEVER, CAUSED, ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE VENDOR, ITS AGENTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR I N CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY, AND LOSS HEREUNDER SHALL SURVIVE VENDOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE VENDOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE CAREER INSTITUTE OF TECHNOLOGY, THE OPERATING COMMITTEE, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE RADNOR TOWNSHIP SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE RADNOR TOWNSHIP SCHOOL DISTRICT, THE OPERATING COMMITTEE, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE RADNOR TOWNSHIP SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT VENDOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES, AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST, OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THEVENDOR.

SIGNATURE: _____

COMPANY NAME: _____

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(d)) and is listed by the Environmental Protection Agency (EPA) or the contract is not otherwise exempt.

Name of Vendor: _____

Vendor agrees to the following: _____

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under

an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

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

B. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

SIGNATURE: _____

DATE: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid-Rigging Act, 73 P.S., 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the members, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of this bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term complementary bid as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

CONTRACT FOR _____

(List name of item or job you are bidding on)

STATE OF _____:

COUNTY OF _____:

I state that I am (title) _____ of

and that I am _____

(Name of my firm)

authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other vendor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____

(Name of firm)

understands and acknowledges that the above representations are material and important, and will be relied on by Radnor Township School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Radnor Township School District of the true facts relating to the submission of bids for this contract.

- 6. A statement above that a person or firm has been so convicted or found liable does not prohibit the Radnor Township School District from accepting a bid from or awarding a contract to such bidder, but may be a ground for consideration by the Radnor Township School District on the question whether the District should decline to award a contract to the bidder on the basis of a lack of responsibility.

Signature_____

Title_____

Firm_____

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____

DAY OF _____, 2023

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Historically-Underutilized Business (HUB) Minority/Woman-Owned Business Enterprise (MWBE)
Disclosure Certification

Companies submitting bids that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this solicitation.

_____ I certify that my company has been certified as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. (Required documentation for recognition as a HUB).

- Minority • Small Business • Woman Owned

_____ My company has NOT been certified as a Historically Underutilized Business (HUB)

Company Name (Please Print)

Signature of Authorized Representative

School Addresses

**Ithan Elementary School
695 Clyde Road
Bryn Mawr, PA 19010**

**Radnor Elementary School
20 Matsonford Road
Radnor, PA 19087**

**Radnor High School
130 King of Prussia Rd
Radnor, PA 19087**

**Radnor Middle School
150 Louella Ave
Wayne, PA 19087**

**Wayne Elementary School
651 West Wayne Ave
Wayne, PA 19087**