



## **Request for Proposal**

**For**

## **Part-Time and Substitute Cafeteria Workers**

**Proposals must be submitted by:**

Date: June 14, 2018  
Time: 10:00 AM  
Location: District Office  
100 Antietam Road  
Reading, PA 19606

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](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](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

## INFORMATION AND GENERAL CONDITIONS

The Antietam School District seeks proposals from firms that provide a single comprehensive, high-quality, cost-effective, and responsible source for Food Service, Part Time Cafeteria Workers, and Substitute Cafeteria Workers as needed. This Request for Proposal (RFP) is for existing employees who have been with the District less than fifteen (15) years and new part time hires and substitutes. Current Food Service staff with fifteen (15) or more years with the District will have the option to remain as district employees. The District expects that the appropriate Contractor can only be determined by a thorough study of existing conditions by successful proposer, followed by discussions and decisions by the District as to its standards and priorities.

This Request for Proposal (RFP) does not necessarily contain all of terms of the contract to be awarded. At the conclusion of the proposal evaluating process, Antietam School District shall identify the respondent or respondents appearing to best suit the District's needs and expectations, for formal contract negotiations, which may include adjustments to the illustrative "Scope of Work". In the event a contract cannot be negotiated with the respondent or respondents chosen by the District, the District may pursue negotiations with the firm or firms that the District determines are the next most qualified. In no event does the RFP commit the District to award any contract to any respondent.

The District will review all proposals to determine responsiveness; any proposals that do not address all requested requirements or are incomplete can be rejected.

**SUBMISSION OF PROPOSALS:** Sealed proposals will be received by Tracy Detwiler, Director of Finance and Business Services, Antietam School District, 100 Antietam Road, Reading, PA 19606, until June 14, 2018 at 10:00am. Proposals should be submitted in sealed envelopes, clearly marked with "Antietam School District for Part-Time and Substitute Cafeteria Workers."

All proposals should be submitted in the format described in this RFP. The District shall take a maximum of fifteen (15) days from the opening of the sealed proposals to identify the "winning" respondent, and no proposals may be withdrawn prior to the District's decision. All Proposals will be offers to supply the services set forth in the specifications, and made part of this RFP.

## GENERAL INSTRUCTIONS AND CONDITIONS

Request for Proposals will be received by Tracy Detwiler, Director of Finance and Business Services, Antietam School District, 100 Antietam Road, Reading, PA 19606 on or before June 14, 2018 at 10:00am in a sealed envelope.

1. All proposal 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. Each vendor submitting a Request for Proposal must agree to enter into a contract and furnish any insurance certificates required by the Antietam School District at time of submission of the request, in accordance with the terms and the conditions, specifications governing it.
3. By submitting your proposal, 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.
4. Each vendor submitting a Request for Proposal 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 Antietam School District or their duly authorized representatives.
5. In submitting a Proposal, 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.
6. Prior to the opening of the Proposal, vendors will be given permission to withdraw any proposal after it has been received by the Antietam School District. No plea of mistake shall be made available to the vendor and no RFP 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.
7. A vendor may provide pricing on any or all items.
8. The Antietam School District reserves the right to accept or reject any portion of any Request for Proposal submitted, to waive any informality, and to make the award in the best interest of the Antietam School District.
9. The vendor understands that the services and travel locations can be different locations. Antietam School District will inform the vendor of the location and time, once it is determined.
10. Invoices shall be sent to the Business Office of the Antietam School District. Separate invoices shall be rendered for each location.

11. Payment will be made within 30 days of the receipt of the invoice(s).
12. Each vendor submitting a proposal must declare that this proposal was made without any connection with any other person or entity making a proposal 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.
13. PRICING: The Goods or Service prices provided are for July 1, 2018 through June 30, 2019, with the option of extension through July 1, 2019 through June 30, 2020, and July 1, 2020 through June 30, 2021.
14. 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 Antietam 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 Antietam School District.
15. CLEARANCES
  - A. Under Pennsylvania Law, the chosen respondent will be required to obtain three (3) satisfactory employee clearances for each respondent-employee assigned to work on or in any Antietam School District property or facility. The cost of obtaining such employee clearances shall be the sole responsibility of the chosen respondent. The Contractor shall not allow any employee, prospective employee or independent contractor on the job site prior to providing Antietam School District with the below referenced clearances.
    - **Child Abuse Clearance** an official clearance statement obtained from the Pennsylvania Department of Public Welfare, pursuant to Act 151 of 1959.Subchapter C.2. of the Child Protective Services Act.
    - **Pennsylvania Criminal History Background Check**, Act 34 of 1985 Pennsylvania Public School Code 1949 as amended. Pursuant to §1-111, prior to commencing work under the independent contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police
    - **FBI Background Check**, Act 114
  - B. All clearances documents must be dated no less than one (1) year prior to their delivery to the District.
  - C. Any Contractor employee with a documented criminal background, child abuse history shall be deemed objectionable by the District, in its sole discretion, and will be prohibited from working on the District's property or in any of the District's locations.

16. The selected Contractor must provide a copy of the above three clearances for each employee before the employee can provide services at the Antietam School District locations. The clearances cannot be older than 1 year.
17. The Contractor is Required to signed an Arrest/Conviction Report and Certificate Form (Under at 24 of 2011).
18. ACT 126- Child Abuse Training -completion certificate
19. IDENTIFICATION - All employees of the vendor must be identifiable at all times.
20. INDEMNIFICATION BY CONTRACTOR – Contractor will agree to indemnify, defend and hold harmless the District and its directors, administration, employees and agents from and against all demands, claims, actions, losses, judgement, cost, and expenses imposed upon or incurred by the District arising out of any of the following:
  - a. Contractor’s failure to comply with its obligations under any applicable laws, regulations or orders, including, but not limited to, claims arising out of Contractor’s or Contractor employee’s copying, duplication, retention, or disclosure or alleged copying, duplication, retention or disclosure of Education Records (as such term is defined in the *Family Education Right to Privacy Act*, 20 U.S.C. § 1232g, and its regulations) or information contained in Education Records;
  - b. Breach of any obligation of Contractor contained in the Contract; or
  - c. Any direct claim for workers’ compensation benefits for job-related bodily injury or death asserted against the District by any Contractor employees or, in the event of death, by their personal representatives.
21. EQUAL OPPORTUNITY EMPLOYER - The Antietam School District is an equal opportunity employment, educational, and service organization.
22. 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.
23. DISCRIMINATION - Bidder shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex.”
24. DEBARMENT AND SUSPENSION -The Antietam School District shall award contracts only to responsible contractors/vendors possessing the ability to perform successfully under the terms and conditions of the Request for Proposal. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
25. The Request for Proposal shall comply with all of the Antietam School District’s policies, included

but not limited to Policy 626 – Federal, Fiscal Compliance, 806 – Operations, Child Abuse, 827 – Operations, Conflict of Interest, and 808 - Food Service.

26. LICENSES, FEES, TAXES: The vendor shall obtain and maintain all licenses and permits required by federal, state, and local laws.
27. SELECTION CRITERIA: The Antietam 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. 40 points for Cost
    - ii. 40 points for References and documentation of ability to meet scope of work
    - iii. 20 points for completed Proposal documents 100 total points
28. For the proposal to be valid the following forms must be completed and returned.
  - a) Proposal 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) Minority/Woman-Owned Business Enterprise (MWBE) Certification
  - i) Excel Workbook, in original electronic format (emailed to [tsetwiler@antietamsd.org](mailto:tsetwiler@antietamsd.org))

## **SCOPE OF SERVICES**

The Antietam School District serves an area of approximately 5.3 square miles. It is located in Berks County and consists of Lower Alsace Township and Mount Penn Borough. The District has approximately 1,100 students and 150 employees. The District operates three (3) school buildings, consisting of one (1) primary school, one (1) elementary school, and one (1) middle-senior high school. Our mission is to empower all students, celebrate our community, and inspire lifelong growth.

## **CONTRACT**

The Antietam School District is seeking proposals to provide Part Time and Substitute Cafeteria Workers' services as needed. This Request for Proposal (RFP) is for existing employees who have been with the District less than fifteen (15) years and new part time hires and substitutes. Current Food Service staff with fifteen (15) or more years with the District will have the option to remain as district employees. The time line for this contract is for a one (1) year term with optional renewals for an additional two (2) years. 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 proposal or proposals that best serve the District's interests and not necessarily the lowest proposal.

## **DESCRIPTION, LOCATION AND PRICING OF SERVICES**

The Contractor will assign its employees to the District to provide services 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 the hourly rates paid by the Contractor to its employees adjusted for Contractor's overhead as indicated in the pricing structure.

## **CONTRACTOR'S RESPONSIBILITIES**

### **1. Hiring and Training**

- a) The Contractor, as an independent contractor, will agree to hire, train, and assign employees to the District to provide the services requested in this proposal.
- b) The Contractor will conduct any additional screening requested by the District and mutually agreed upon by the Contractor and the District and as required by law.
- c) The Contractor agrees not to furnish the District with any personnel whom the District would deem ineligible if the District were directly employing such personnel in the same type of position. A job description is included in this RFP. Contractor employees would be expected to meet and exceed the requirements laid out in the job description as well as any additional duties as deemed necessary by the Food Service Supervisor.
- d) All of the services required under the contract shall be performed by Contractor employees.
- e) Employees of the Contractor will not be employees of the District.
- f) Employees of the Contractor must be W-2 employees and not 1099 employees.
- g) The Contractor will provide orientation and training to employees assigned to the Antietam School District including but not limited to the District's policies and procedures, emergency procedures, dress code, hours, duty



requirements, and other expectations of employees as set forth by the District and as required by law.

- h) The Contractor agrees to utilize its best efforts to assign, to the extent possible, its employees based upon area of expertise and the District's preferences.
- i) Any issues regarding the performance of the contractor's employees will be addressed by the district and contractor. At the district's request, the contractor will remove any of its employees assigned to the district immediately and replace the employee as soon as possible. The district will not be charged for any days in the interim where services are interrupted.
- j) At the District's request, the Contractor will agree to remove any of its employees assigned to the District; provided that the Contract will in no way affect the right of the Contractor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

## 2. Payroll

- a) The Contractor agrees to maintain all necessary personnel and payroll records for its employees.
- b) The Contractor agrees to calculate their wages and withholding taxes and other government-mandated charges if any.
- c) The Contractor agrees to remit such taxes and charges to the appropriate government entity
- d) The Contractor agrees to provide workers' compensation insurance coverage in amounts required by law.

## PAYMENT FOR SERVICES

In consideration of the Contractor's performance of the services, the District will agree to pay the Contractor in accordance with the pricing set forth in the Contract.

- a) The Contractor will invoice the District at the end of each month for direct cost incurred by the District under the contract set forth within this Request for Proposal.
- b) The District shall make payments to the Contractor within thirty (30) days of the date that the Contractor's invoice was received at the District's administration building.
- c) In the event of termination of the Contract, the District will pay the Contractor within 30 days of the last day of service.
- d) Each of the Contractor's employees must keep a time sheet with the date, building and hours worked for each week.

## AUDITS

The District shall be entitled to audit the books and records of the Contractor or any consultant or subcontractor to the extent that such books and records related to the performance of the services. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the Contract. Contractor must keep up-to-date records available at all times.

## QUALIFICATIONS/PROGRAM/EXPERTISE

Explain how your firm proposes to take over and carry out the delivery of performance of the Services. Your response should be calibrated to your understanding of the District's facilities, needs, and your company's expertise and qualifications.

### COMPENSATION AND COST

For the sake of comparison, the following is requested:

Using the specifications of this RFP, with the base rate of our standard salary range (\$10.50 - \$17.63), please indicate your percent mark up to cover employee benefit costs, services, insurance and all other overhead and expenses of performance, and profit from performance of services during the contract period. Cost is determined by the percentage mark up on hourly rate (i.e. 25% on top of individual's hourly rate). If the rate is different for substitutes vs. part-time staff, list both rates and designate for which type of staff the rate is applied.

Percentage of markup Year 1: Substitute \_\_\_\_\_ Part-time \_\_\_\_\_

Percentage of markup Year 2: Substitute \_\_\_\_\_ Part-time \_\_\_\_\_

Percentage of markup Year 3: Substitute \_\_\_\_\_ Part-time \_\_\_\_\_

If optional benefits (such as medical, 401K/403B matching etc.) are offered to employees and change the % mark up please indicate benefit offerings and change in mark up in the comments section of the excel workbook.

### EMPLOYMENT MATTERS

Identify the key regional management personnel who will be responsible for the respondent-entity's performance of the contract, in the event an award is made. Identify the qualifications your company requires for on-site employees. Identify your company's procedure for immigration compliance and criminal history screening. Identify your company's training programs for Food Service employees. Include in this section of your proposal any additional information you wish to convey about your company's human resources practices or in-house programs that may enhance the overall performance of the District's program under the contract.

### CONFIDENTIALITY

The contractor agrees that neither it nor any of its employees, agents or officers will at any time, either during or subsequent to the term of this Agreement, disclose to any third party any confidential student information, personal health information or other confidential information accessed or obtained by virtue of entering into this Agreement and providing services herein, except where expressly required by law or where such disclosure is expressly approved by Client in writing.

**The locations where services are to be provided and estimated staffing requirements are:**

- Antietam Middle – Senior High School, 100 Antietam Road, Reading, PA 19606
  - Three (3) Part-time employees
  - Two (2) Part-time employees employed by the district
  - One (1) Full-time employee employed by the district – lead worker
  
- Mount Penn Elementary Center, 2310 Cumberland Avenue, Reading, PA 19606
  - Four (4) Part-time employees, including the lead worker
  
- Mount Penn Primary Center, 201 N. 25<sup>th</sup> Street, Reading, PA 19606
  - Satellite site from elementary center
  - One (1) Part-time employee

Each worker is hired on a part-time basis, with varying hours for every student day (180 days). The start and end times will be established by the Food Service Management representative, in conjunction with the lead cafeteria workers, to maximize coverage at each building location.

**LOBBYING CERTIFICATE** (for Proposals over \$100k)

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

Proposals 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 contractor submitting a proposal of more than \$100,000 must include the completed Anti-Lobbying Certificate.

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

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors 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 Proposal, the contractor 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.

Contractor certifies that the Contractor and/or any of its subcontractors 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

Contractor will immediately notify Antietam School District if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

#### **REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT**

**Termination** - Antietam 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 contractor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Contractor 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 Antietam School District for such Goods or Services, but in no event shall contractor be entitled to recover loss of profits.

In the event that either the Contractor or Antietam 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 Proposals 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 Proposals 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. Contractor 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. Contractor will immediately notify Antietam School District of the receipt of any communication indicating that any of Contractor'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:**

Proposals 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 contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Therefore, Antietam School District may upon written notice of default to the Contractor, terminate any contract resulting from this RFP if the contractor fails to perform the services specified in the proposal, the specifications and/or other proposal 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 proposal (or to any contract resulting from any proposal) shall be in the Court of Common Pleas of Berks County Pennsylvania, and any such dispute shall be governed by the laws of the Commonwealth of Pennsylvania.

The rights and remedies of Antietam School District shall be exclusive and are in addition to any other rights and remedies provided by law or under the contract. Antietam School District reserves the right to waive minor irregularities or reject any and all proposals provided that such action is in the best interest of Antietam School District. Any such waiver shall not modify any remaining RFP requirements or excuse the RFP 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 contractor 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 subrecipient 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 subrecipient 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, 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](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](mailto: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 contractor 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, contractors 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, contractors 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, "Contractors and Subcontractors 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 contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the SFA reserve the right to charge the Contractor 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 Distributors submitting a proposal must sign, notarize and include the Non-Collusion Certificate.

## **DUTY TO EXAMINE**

It is the responsibility of each contractor 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 contractor or the district.

## **GIFT AND GRATUITIES**

Acceptance of gifts from contractors and the offering of gifts by contractors 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.





ANTIETAM SCHOOL DISTRICT  
100 ANTIETAM ROAD  
READING, PA 19606

PROPOSAL FORM

THREE YEAR PROPOSAL (07/01/2018-06/30/2021)  
PART-TIME CAFETERIA WORKERS

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

First, that we have carefully examined the Information and General Conditions, Specifications/Scope of Services, Non-Collusion Affidavit, and Proposal Form. We submit this proposal and agree to furnish and perform the specified work for the Antietam School District for the per hour price indicated below:

Second, that the proposal 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, as based upon the specifications/Scope of Services, the following proposal prices are listed as firm for a period of ninety (90) days after the date established for receiving bids.

Fifth, General Conditions, Specifications/Scope of Services along with the signed proposal form is the signed contract between the \_\_\_\_\_ and the Antietam School District.

Cost is determined by the percentage mark up on hourly rate (i.e. 25% on top of individual's hourly rate). If the rate is different for substitutes vs. part-time staff, list both rates and designate for which type of staff the rate is applied.

Percentage of markup Year 1: Substitute \_\_\_\_\_ Part-time \_\_\_\_\_

Optional Renewal Years:

Percentage of markup Year 2: Substitute \_\_\_\_\_ Part-time \_\_\_\_\_

Percentage of markup Year 3: Substitute \_\_\_\_\_ Part-time \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

REFERENCES:

List Five (5) professional references where the Contractor has provided similar services as specified in the specifications.

**Project:**

Date of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services Provided:

**Project:**

Date of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services Provided:

**Project:**

Date of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services Provided:

**Project:**

Date of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services Provided:

**Project:**

Date of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Services Provided:

PROPOSAL CHECKLIST:

Enclosed are:

- Signed Proposal Form \_\_\_\_\_
- Completed Reference Sheet \_\_\_\_\_
- 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) Certification \_\_\_\_\_
- If awarded will submit a Performance Bond \_\_\_\_\_
- Current Certificates of Insurance \_\_\_\_\_
- Action Plan for
  - Employee Recruitment and Retention Program \_\_\_\_\_
  - Substitute Employee Pool \_\_\_\_\_
  - Employee Conduct Policy \_\_\_\_\_

**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 Distributor 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 Distributor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Distributor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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: \_\_\_\_\_

NOTARY SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
(FIRST TIER SUBCONTRACTOR)**

**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 Distributor must complete and sign the following:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**

**THIS FORM MUST BE SIGNED AND NOTARIZED**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY ANTIETAM SCHOOL DISTRICT, THEIR OPERATING COMMITTEE, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE ANTIETAM 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 CONTRACTOR, ITS AGENTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

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

THE CONTRACTOR 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 ANTIETAM SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE ANTIETAM SCHOOL DISTRICT, THE OPERATING COMMITTEE, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE ANTIETAM 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 CONTRACTOR 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 THE CONTRACTOR.

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 Contractor: \_\_\_\_\_

Contractor 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 Antibid-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 \_\_\_\_\_ of

(Title)

\_\_\_\_\_ 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 contractor, 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 Antietam 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 Antietam 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 Antietam School District from accepting a bid from or awarding a contract to such bidder, but may be a ground for consideration by the Antietam 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 \_\_\_\_\_,

2018

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

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

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Company Name (Please Print)

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Signature of Authorized Representative