

Pittsburgh Public Schools Food Services Standard Bid Requirements

Proposals for material listed herein will be received in the Food Service Administrative Office until 2:00 PM on the day specified herein. Proposals will be opened and scored by the close of business on the date indicated in this RFP. Winning bidders will be notified by mail and electronically, when applicable, within one week from the proposal due day as specified herein. **NO LATE SUBMISSIONS WILL BE ACCEPTED FOR ANY REASON.**

1. These bids are being received according to law as set forth in the Public School Code of 1949, as amended.
2. All bids shall be returned clearly marked according to bid number, bid name and date of opening and addressed to The Food Service Center, 8 South 13th Street, Pittsburgh, PA 15203. NO FAX OR EMAIL BIDS ACCEPTED.
3. The Bidder is responsible for ensuring that the Bid document are submitted inside a sealed envelope to **Malik Hamilton, Purchasing Supervisor at 8 South 13th Street, Pittsburgh, PA 15203** prior to 2:00 PM on the date of the RFP Due Date. Bid document delivered to a school district employee, even if a signature is obtained, **is not** sufficient to meet the requirements of this Bid Condition. The School District will not be responsible for the failure of any of its employees or any mail delivery service to deliver a bid document to the Purchasing Supervisor prior to the time and date for the opening of this Bid.
4. One copy of this Bid Inquiry is provided to each bidder. The RFP document can also be found on the district website at <https://www.pghschools.org/domain/239>. One copy is to be filled out, signed, and returned to the Board of Public Education's Food Service Center Administrative Office. **ONLY ENVELOPES WITH THE DESIGNATED BID NUMBER (RFP #1819-0504) WILL BE ACCEPTED.**
5. Bids shall be submitted signed in **blue ink** by a duly authorized agent or officer of the company making the bid. Absence of original signature of person duly authorized to sign for the company submitting this bid document will automatically leave this bid null and void.
6. Bidders will quote prices on the unit as specified (i.e. "each", "lot", "dozen", etc.) unless the unit as used in the trade differs from that requested on the Inquiry. In such case, the unit being bid should be changed on this bid document to reflect the industry standard. Vendors must bid on ALL items to be considered for bid.
7. Prices quoted will be considered net unless otherwise noted on bid. No escalator clauses will be permitted unless provided for in the Bid format.
8. Prices quoted must include all costs for transportation and delivery inside the building at the locations indicated in Appendix G. Any discount, standard rebate, or promotional allowance must be indicated on this inquiry.
9. Not more than one alternate product may be quoted on any single item of the bid. Description and pricing for such alternates must be typed in on this document immediately below space for pricing of primary bid.
10. All bids shall be effective for a period of 30 days from the opening date of this bid, and no bid may be withdrawn prior thereto.

11. In all cases, where no sample is submitted by the bidder, it will be understood that the bidder agrees to furnish the exact article requested, alternative articles as specified, or will match, with a substitute item, that matches the specifications of the original item requested by the Board. Where samples are requested on items bid, failure to provide such samples may result in the automatic disqualification for the bid for those items.
12. Samples to receive consideration must be delivered to the Food Service Center located at **8 South 13th Street, Pittsburgh, PA 15203 to the Attention of Malik Hamilton, Purchasing Supervisor**, unless otherwise specified, and all charges for transportation, including drayage, must be paid by the bidder.
13. The Director of Food Service shall have full power and authority to reject any and all materials furnished which, in his/her opinion, are not in strict compliance and conformity with the requirements of the specifications, or equal in every respect to the samples submitted. The decision of said Director shall be final, conclusive, and without exceptions or appeal. All articles so rejected shall promptly be removed from the premises of the Board at the cost of the Vendor.
14. The Board of Public Education reserves the right to increase quantities of items to be purchased to reflect actual Board needs at the time that order(s) are issued. Such additional quantities will be purchased at the price indicated on this bid.
15. This is a request for pricing only, not a guarantee of an order. Orders will be placed through a third-party software system or other agreed upon methods. Orders will be generated by the Food Service Department and transmitted to the vendor.
16. Every effort must be made to comply with the "Buy American" standards as laid out in this RFP.
17. Vendors must have active knowledge with the Green Seal Program and the Good Food Procurement Program, involving environmental sustainability; energy management & conservation; water consumption & management; air quality; waste reduction & management; cleaning & landscape management; local economies; health; valued workforce; animal welfare; and overall company responsibility.

THE INFORMATION CONTAINED IN THIS BID HAS BEEN REVIEWED AND APPROVED BY:

COMPANY NAME: _____

AUTHORIZED SIGNATURE

Note to Vendors

Please be sure to read this proposal carefully and respond to all queries and requirements listed in all sections of this proposal to assure that Pittsburgh Public Schools Food Services can compare your response equally with the other Vendors.

Section 1 - Background & Purpose

The Food Service Department of Pittsburgh Public Schools, hereinafter referred to as (PPSFS), operates as a self-operated food service operation. PPSFS provides meal services at 54 school cafeteria locations throughout the district. There are approximately 23 K-5 schools, 11 K-8 schools, 7 6-8 schools, 5 6-12 schools and 4 9-12 schools. Additionally, we serve approximately 36 Early Childhood Centers. There are approximately 24,000 students enrolled at these locations at which an estimated 30,000 meals are served every day. Approximately 13,000 breakfasts, 17,000 lunches daily. PPSFS is also the Vendor or sponsor for several other federal and state funded programs including the Child and Adult Care Food Program (CACFP) and the Afterschool Snack Program which adds considerably to our daily totals.

The Pittsburgh Public Schools Board of Education (PGHBOE) is the legal entity and governing authority that will grant the resulting contracts PGHBOE does not guarantee a purchase volume or expenditure amount under the resultant contracts. Any resulting contracts will be considered "non-exclusive" as PGHBOE reserves the right to purchase products from a third-party supplier in the event a product is not available from the primary Vendor. PGHBOE also reserves the right to negotiate pricing with local and regional producers for distribution through the primary distributor or a third-party distributor where unavailable by the primary distributor.

The purpose of this Request for Proposal is to establish a contract for the purchase and delivery of **Dairy and Fruit Juice** in conjunction with the needs of the District. The estimated value of this RFP is \$1.7M. PGH BOE through PPSFS is looking for a Vendor partner that is willing and able to foster a mutually beneficial relationship of trust and transparency and to work with PPSFS to think, act, and operate in flexible and creative ways as we stride to build a stronger food service program that can benefit our district and community as a whole.

At the end of the proposal process the successful Vendor will be designated as the primary provider of the specific awarded item(s) to the District during the effective period of the contract, however, it is hereby agreed and understood that PPSFS reserves the right to purchase off contract for other items that are not provided by the winning vendor.

The contract term is for a period of ONE (1) year beginning 01 August 2018 and ending 30 July 2019. The School District may wish to extend this contract for three (3) additional school years. Any contract resulting from this solicitation may be extended for a period not to exceed FOUR (4) contract years upon the agreement of both the Vendor and the Pittsburgh Board of Education.

The Pittsburgh Board of Education reserves the right to cancel this RFP at any time and for any reason.

SECTION 2 – SPECIFICATIONS

The District is seeking a variety of Dairy and NonDairy products, including fruit juice that must meet USDA National School Lunch and National School Breakfast Program guidelines. Products needed include but are not limited to:

Item #	Item Description
410033	Orange Drink, Half-Pint
410056	Tea & Lemonade Blend, 20/12 oz/case
410025	Tea & Lemonade Blend, 48/8oz/case
410043	Diet Peach Tea, 20/16oz/case
410053	Fruit Punch, 20/16oz/case
410046	Green Tea, 20/16oz
410045	Iced Tea, 20/16oz
410021	Iced Tea, 48/8oz/case
410065	Tea & Lemonade Blend, 20/16oz
410024	Iced Tea, Premium 48/8oz/case CTR
410036	Iced Tea, Premium 20/16oz/case
410031	Juice, Apple 20/12 oz
410030	Juice, Orange 20/12oz
410054	Lemonade, 20/16oz/case
410057	Peach Tea 20/12oz case
410049	Peach Tea, 20/16oz/case
410059	Blue Drink, 20/12 oz Case
410058	Orange Drink, 20/12oz Bottle
410051	Sweet Tea Southern Style, 20/16oz/case
410071	Cheese, Cottage Lowfat, 12/24oz tubs
410092	Butter Pats, 1350/5gram srvgs
410091	Butter Solid, 16oz
410073	Sour Cream Lite, 16 oz
410077	Sour Cream, 5 lb tub
410120	Creamer, 400/0.4oz srvgs
410103	Milk 1% White, 4/1 Gallon
410002	Milk Chocolate Fat Free, 50/8oz Carton
410101	Milk Skim White, 4/1 Gallon
410008	Milk Special, Lactaid Fat Free, 20/8oz srvgs
410007	Milk Strawberry Fat Free, 50/8oz Carton
410005	Milk Vanilla Fat Free, 50/8oz Carton
410003	Milk White 1%, 8oz Carton
410004	Milk White Fat Free, 8oz Carton
410106	Milk Whole 4 oz, 50/4oz Carton
410105	Milk Whole Half Pint, 50/8oz Carton

Item #	Item Description
410104	Milk Whole White, 4/1 Gallon
410040	Milk, Orange Cream, 50/8 oz
410066	Yogurt Assorted, 12/6oz srvgs
410085	Yogurt Strawberry 5lb tub
410084	Yogurt Vanilla, 5 lb tub
410086	Yogurt, Plain, 5 lb
410099	Egg, Raw Whole, 180 count
410013	Apple Juice, 75/4oz Carton
410011	Juice Fruit Punch, 75/4oz Carton
410055	Juice Grape, 75/4 oz Carton
410014	Juice Orange Pineapple, 75/4oz Carton
410015	Juice Orange, 75/4oz Carton
410016	Apple Juice, 50/6oz
410017	Juice Orange, 50/6 oz

SECTION 3 – CONDITIONS

Pittsburgh Public Schools Food Services Department (PPSFSD) reserves the right to reject any or all proposals or any portion thereof deemed unsatisfactory, or to select single items from any proposal.

All prices to PPSFSD will remain as quoted in response to this RFP regardless of award status.

The RFP is for one (1) year. Prices must stay in effect for one (1) year. The RFP will begin on **01 August 2018** and conclude on **30 July 2019**. Any increase in pricing from year to year as a result of the renewal of this contract must be approved by PPSFSD.

Proposals are subject to all the terms of the contract documents contained in this RFP solicitation as well as any laws surrounding an RFP of this type. Bidders are advised to familiarize themselves with all applicable federal, state, and local laws regarding their proposal. All are applicable regardless of whether they are mentioned in this document or not.

Corporate capability and experience will be evaluated based on performance record, relevant experience, number of School Food Authorities served, and client retention and satisfaction.

Please detail pertinent information in proposal documentation.

- Vendor's facility must be locked 24 hours a day. All Vendor trucks must be locked nightly after packing where applicable.
- Vendor's trucks must be cleaned and sanitized weekly.
- Upon delivery, an authorized receiver at each site will spot check for external and internal damage, cleanliness, defects, spoilage, count, temperatures, and any other inspections deemed necessary by PPSFS. PPSFS reserves the right to make final disposition of all internal damaged materials at a later date.
- Vendor must be HACCP Certified.
- Vendor must have a written Standard Operational Procedure for product recalls.

Section 4 - Submissions

Manufacturers/Vendors are limited to one (RFP) proposal. If two (RFP) proposals are received, PPSFSD will evaluate both, and the (RFP) proposal which scores highest will be selected.

Product/Pricing Forms: All product information and pricing must be submitted on the forms provided. All columns must be completed for each product entered. Pricing and case/pack information must be completed in ink or typewritten. Any delivery stipulations and/or conditions must be included. Pricing quotes should clearly state if product pricing is for delivery direct to Pittsburgh Public Schools Food Service Department or the price into a distributor and should include freight and tailgate delivery. The product pricing form(s) in **Appendix H** are to be completed and returned in hard copy **as well as electronic copy in Excel format via a USB flash drive. Responders may**

contact Malik Hamilton at mhamilton1@pghboe.net for a blank pricing form template in Excel format.

Samples: Samples will be submitted at no cost to PPSFSD by the submission deadline of 25 June 2018. Specification sheets including materials used in manufacturer of end product must be submitted with all samples on manufacturer/vendor letterhead. Failure to submit requested samples of items may disqualify the bid proposal.

Formal Price Quote: All items listed on the Product Forms must also be further submitted on manufacturer letterhead or a manufacturer's formal price quote sheet. **These are due at the time of the RFP submission.** The formal price quote documents may either be uploaded onto the flash drive or sent as hard copies.

Letter or formal quote sheets must include manufacturer's/vendor's name and address, length of quote to be 01 August 2018 – 31 July, 2019, and Bid name PPSFSD RFP #1819-0504.

Client References: Please include THREE (3) client references in your response, including Name and contact information of reference. References should reflect a similar size (product variety and volume) and type of account as PPSFS (institution, school food service).

Pricing: Quoted prices must stay in effect for one (1) year beginning on 01 August 2018, and may be extended upon mutual consent of the District and vendor for any additional contract extension years. A maximum price change not to exceed five percent (5%) over the life of the entire contract including extension years may be negotiated subject to existing market conditions.

The request for a price change must be submitted in writing and include justification for the request. The vendor must notify the District in writing of price changes at least forty-five (45) days prior to the contract renewal date. The District reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the District. If cancelled, the service will be rebid.

NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS The District has estimated usage for each item based on the experience of a one year period. It is not expressly implied not guaranteed that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making the award.

The Vendor shall not specify minimum or maximum quantities or charges for order types. Unlimited orders within the term of the contract shall be allowed to PPSFS at prices quoted.

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

Section 5 - Evaluation Method and Criteria

PPSFSD reserves the right to award this contract based on lowest responsible and responsive bidder meeting specifications and overall general value received. This may result in awards to a vendor other than the lowest bidder.

Proposals will be scored by PPSFSD Purchasing Supervisor. RFP bid submissions that do not meet mandatory requirements will be disqualified.

The following criteria will be evaluated:

- Compliance with and Completion of RFP Solicitation including Product Pricing Forms (5 pts),
- Pricing Quotes (35 pts),
- Quality of Manufactured Goods or Provided Services (30 pts),
- Corporate Capability Qualifications/Experience of Manufacturer based on responses to questionnaire in Attachment H (25 pts),
- Historically-Underutilized Business or Minority/Woman-Owned Business Enterprise (HUB/MWBE) (5 pts).

Resulting in a possible final score of 100 points.

Removal from RFP list: The following conditions, depending on severity, may cause removal of respondent from a future RFP:

- a. Failure to meet pricing quoted in proposal submission
- b. Failure to adhere to any applicable federal or state requirements
- c. Failure to meet quality standards
- d. Failure to provide acceptable products and services
- e. Failure to comply with the terms of the contract

Section 6 - Production and Delivery

If there is a delay in production and/or delivery, the vendor must give notice to PPSFSD immediately. If quantities ordered are not produced or delivered as requested, PPSFSD reserves the right to purchase from another manufacturer until PPSFSD believes the manufacturer has completely recovered from any production or delivery issues.

All products are subject to inspection. If items are nonconforming in any respect (quantity, quality, or packaging) the PPSFSD has the right to reject the shipment without liability and any products returned will be at the expense of the vendor if found to be nonconforming to the award or other industry standards.

The delivery crates shall be clean, free of soil. All packaging shall clearly identify the product at hand. Each package shall be dated or if date coding is used, a clear explanation must be provided to PPSFSD

Placement of orders:

A vendor may request that orders be placed no more than three (3) business days in advance of the scheduled delivery day. If a vendor requests that orders be placed more than four (4) days in advance of the delivery day, it will result in rejection of the bid.

It is preferred by PPSFS that the vendor have an operational on-line ordering system. Vendor's system must have the capability to receive a FTP file format from the PPSFS third-party operations software system. Acceptable FTP file formats include: flat, xml, EDI, and EDI850. For FTP file formats flat, xml, EDI Information regarding the Vendors the FTP Address, FTP Folder, User Name, Password, and the FTP File Format and FTP File Name Format selections will be required in order for PPSFS orders to be received by the Vendor. For FTP file format EDI850 required information includes: FTP Address, FTP Folder, User Name, Password, and the FTP File Format, FTP File Name Format selections, District ISA, District GS ID, Vendor ISA, and Vendor GS ID.

Orders may be accepted via telephone, fax or given to dairy delivery personnel as an alternative method.

Deliveries:

It is hereby agreed and understood that the successful Vendor will be required to provide regular shipments of items during various delivery cycles throughout the term of the contract.

Deliveries will be made to approximately 55 locations including the Central Warehouse.

If there is a change to the agreed upon schedule, the School District must be notified in writing a minimum of two weeks in advance. The new delivery schedule must be mutually agreed upon by both parties.

The Purchasing Supervisor shall be notified of "outs" prior to delivery and provided a suitable substitute option for the item that is "out". If the vendor fails to deliver a substitute product, Pittsburgh Public Schools Food Services reserves the right to obtain the item on the open market. Any difference in cost between the open market price and the bid contract price shall be deducted from the monies owed to the vendor.

The Vendor shall deliver to the satellite sites on a regular schedule once a week, Vendor understands that some sites are unable to receive deliveries during that schools scheduled lunch time due to safety concerns. Such situations will be communicated to the vendor as necessary.

Deliveries shall not be left outside the building for any reason.

Regarding emergency school closures and delays; the Vendor is responsible for monitoring the status of school closures and two-hour delays either on the local news or at <http://www.pps.k12.pa.us/> and contacting PPSFS to arrange delivery schedule adjustments when necessary so that sites receive product as per agreement.

The Vendor will inform the District of any delivery delays due to late deliveries, inclement weather, poor road conditions, truck problems, etc, by calling and/or emailing the Purchasing Supervisor directly as soon as the delay occurs.

The District reserves the right to impose a fine due to delivery delays that require over time for school district staff for deliveries that arrive outside of normal receiving hours (6:00 AM – 10:30 AM); violation of City and County ordinances regarding idling regulations (maximum idling time of 5 minutes; 20 min./hour if less than 40° F or more than 75° F - see <http://www.dgs.state.pa.us>).

Invoice Details and Delivery

The Vendor shall enclose a complete invoice with any items to be delivered in conjunction with this proposal throughout the term of the contract. The invoice shall either be delivered directly to the authorized PPSFS representative for signature or attached to the shipping cartons/containers such that the authorized representative can find it easily and check orders prior to the Vendor driver leaving the premises.

The invoice shall include, at a minimum, the following information: customer site name; date of order; date of delivery; a complete listing of items being delivered with product item number, units, price per unit, and extended price.

The PPSFS receiving representative at each site has the authority to reject shipments that do not conform to specification standards.

The Vendor will also submit a digital copy of each district invoice in a spreadsheet friendly sortable format with each sites purchases segregated from each other to the Purchasing Supervisor for PPSFS. In lieu of digital invoicing the Vendor will work with the District to supply invoice data in an online format that can be accessed by the district via a dynamic spreadsheet link.

Deficiencies, Defects, and/or Damages

The successful Vendor shall promptly correct all deficiencies, defects and/or damages in products delivered to PPSFS sites in accordance with this proposal. All corrections shall be made within a maximum of two (2) calendar days after such deficiencies, defects and/or damages are reported, verbally or via email, to the Vendor by PPSFS.

The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

Credits and Refusal of Product

PPSFS reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staffs. Refused products at time of delivery will be credited on the invoice and signed for by driver and staff person receiving goods. The District requires that

confirmation of credit be emailed to the Purchasing Supervisor within three (3) business days of refusal.

Credits for Product Post Delivery

Damaged or substandard product discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and immediate product pickup and replacement if needed.

Section 7 -Terms and Other Conditions

Use of Small, Minority Businesses and Women's Business Enterprises (2 CFR Sec. 200.321)

The non-federal entity must take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority and business and women's business enterprises on solicitation lists
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total purchasing requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the prime contract, if subcontracts are let, to take the affirmative steps listed above.

Debarment and Suspension: To ensure that PPSFSD does not enter into a contract with a debarred or suspended company or individual, each Distributor must include a certification statement (ATTACHED). By signing the certification statement, the Manufacturer certifies that neither it, nor any of its principals (e.g., key employees), have been proposed for debarment, debarred, or suspended by a Federal Agency. It is the responsibility of each Manufacturer to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

Non-Performance of Contract and Termination: Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and

b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience: PPSFSD may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days' written notice to the Manufacturer.

State and Federally Required Contractual Provisions: Bidder must have obtained and will continue to maintain during the entire term of the Awarded Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under the Awarded Contract. In addition, Bidder is responsible to abide by all applicable Federal and State laws and policies.

Equal Employment Opportunity: Bidder shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Clean Air Act and Energy Policy and Conservation Act:

Bidder shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Bidder shall report all violations to PPSFSD and to the relevant federal or state agency as appropriate.

Breach of the Awarded Contract and Remedies: If Bidder fails to comply with any of the terms and conditions of the Awarded Contract; PPSFSD has the option to send Bidder a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach. In the event of nonconformity, the School may, at its option, cancel the Awarded Contract. The remedies of PPSFSD are cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

Indemnify and Hold Harmless: Bidder shall indemnify, defend and hold harmless Pittsburgh Public School Food Services Department on behalf of the Pittsburgh Board of Education, its member schools, its directors, officers, employees, and agents from and against all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Bidder's negligence, breach or other performance of the Awarded Contract, or violation of any law or right of a third party, or that of Bidders' employees, subcontractors, or agents. Bidder will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold harmless the School and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under the Awarded Contract.

- a. Bidder agrees to notify the School by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action or proceedings
- b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.

Force Majeure: Neither party shall be liable in damages or have the right to terminate the Awarded Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Byrd Anti-Lobbying Amendment: Pursuant to 22 CFR Part 227, Contractor agrees to: (a) sign and submit to PPSFSD upon signing of this Agreement, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose.

Buy American: As required, and to the maximum extent practicable, for the purchase or procurement of materials, supplies, furnishings, equipment, food or other personal property and non-professional services, the guidelines that govern the "Buy American" policy is:

Purchases shall consist of raw materials mined or produced in the U.S., or manufactured items that are made in the U.S. from materials or items mined, produced or manufactured in the U.S.

Exceptions to the "Buy American" Policy are:

- a) If the items are not available in the U.S. in commercial quantities of good quality,
- b) If the cost of the domestic item(s) is unreasonable, which shall be if the cost of the domestic items is greater than two percent more than the cost of comparable foreign items, unless for a particular purchase, two percent represents a nominal amount,
- c) If a purchase has a value of \$30,000 or less,
- d) If the Chief Purchasing Officer decides that it is in the County's best interest to waive the "Buy American" policy.

Reciprocal Limitations Act: The Reciprocal Limitations Act, Act 146 of 1986, requires the Department of General Services to give preference to those bidders offering goods, supplies, equipment or materials produced, manufactured, mined or grown in Pennsylvania as against those bidders offering goods, supplies or materials produced, manufactured, mined or grown in any state that gives or requires a preference to goods, supplies, equipment or materials produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular good, supply, equipment or material.

*** Reciprocal Limitations Act. This Act authorizes the imposition of preferential bidding limitations against non-resident bidders or suppliers of goods when the state of such non-resident imposes or applies preferential*

bidding limitations on Pennsylvania bidders or suppliers of goods. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular good, supply, equipment, material or printing.

All invitations to bid for the purchase of goods, supplies, equipment, materials and printing exceeding the amount established by the Department of General Services for small procurements shall include a list of all the states that have been found by the Department of General Services to have applied a preference and the amount of the preference. Further, all invitations to bid and notices issued for the purpose of securing bids for construction and for supplies shall include a list of all states that apply a prohibition against certain items and shall inform potential bidders that they are prohibited from using goods, supplies, equipment, materials or printing from those states. 62 Pa.C.S.A. §§ 107 & 514.

Section 8 - Protest and Protest Procedure

Any protest to this solicitation must be submitted using the PPSFSD Protest Form and Instructions provided in Attachment F. Return completed form to:

**Pittsburgh Public Schools Food Services
Attn: Malik Hamilton, Purchasing Supervisor
8 South 13th Street
Pittsburgh, PA 15203**

Section 9 - Proposal Agreement

Failure to sign and submit this form may be cause for proposal rejection.

Processing Manufacturer Contact Information

Name of Manufacturer / Vendor: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____

Phone: _____

Fax: _____

E-Mail: _____

Authorized Representative - I have read all components of the solicitation in full. I certify that I have the authority to sign and enter into this Contract and that all the pricing quoted is correct. I understand the Solicitation and its content and agree to be bound by its terms.

Authorized Representative Name - Print

Authorized Representative Name - Signature

Authorized Representative Title Date

Section 10 - List of Attachments

Attachment A:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

Attachment B:

Certification Regarding Lobbying

Attachment C:

Reciprocal Limitations Act

Attachment D:

Non-Collusion Certification

Attachment E:

Minority/Woman-Owned Business Enterprise (MWBE) Certification

Attachment F:

PPSFSD Protest Form and Instructions

Attachment G:

Delivery Sites

Attachment H:

Corporate Capability Questionnaire

Attachment I:

PPSFSD Bid Pricing Form

10. Checklist

This checklist is for your convenience.
Before returning your proposal documents, did you...

- _____ complete Product Pricing Forms?
- _____ complete the RFP Questionnaire (Attachment H)
- _____ submit an electronic copy of product pricing form for all products on flash drive?
- _____ complete and sign the Proposal Agreement?
- _____ Provide three (3) client references?
- _____ initial each page of the RFP?
- _____ read, complete and sign all applicable attachments?

Attachment A - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This form is available electronically.

OMB No. 0505-0027

Expiration Date: 12/31/2018

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Before Completing Certification)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) 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 this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 07/15)

Attachment B - Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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 have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification 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:
Name and Title	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

1. Type of Federal Action <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	2. Status of Federal Action <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	3. Report Type <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number: (if known)	9. Award Amount: (if known)	
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)	10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)	

Attachment C - Reciprocal Limitations Act

A. General Requirement. Pennsylvania has reacted to the in-state preference laws and practices of other states by reenacting the *Reciprocal Limitations Act* through the Commonwealth Procurement Code. Under this Act, Pennsylvania responds in a like manner against those states that apply preferences or prohibitions by giving similar preferences to Pennsylvania resident bidders and bidders offering supplies manufactured in Pennsylvania.

B. Requirements.

1. Product Preference. In all purchases of supplies exceeding \$10,000, preference is to be given to those bidders offering supplies produced, manufactured, mined, grown, or performed in this Commonwealth as against those bidders offering supplies produced, manufactured, mined, grown, or performed in any state that gives or requires a preference to goods, supplies, equipment, materials, or printing produced, manufactured, mined, grown, or performed in that state. The amount of the preference is equal to the amount of the preference applied by the other state for that particular supply. [Lists of States Applying A Bidding Preference](#)

2. Bidder Preference. In the award of contracts for the procurement of supplies and construction exceeding \$10,000, preference shall be given to Pennsylvania resident bidders against a nonresident bidder from any state that gives or requires a preference to bidders from that state. The amount of preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. A resident bidder is a person, partnership or corporation, or other business entity authorized to transact business in this Commonwealth and having a bona fide establishment for transacting business within this Commonwealth at which it was transacting business on the day when bids for the public contract were first solicited. [Lists of States Applying A Bidding Preference](#)

3. Prohibition. For construction and for all purchases of supplies, the purchasing agency shall not specify, use, or purchase any supplies which are produced, manufactured, mined, grown, or performed in any state that prohibits the specification for, use or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined, grown, or performed in such state. [Lists of States Applying A Bidding Preference](#)

C. Department of General Services Responsibilities.

1. List of Discriminating States. DGS is required to prepare a list of the states which apply a preference or prohibition and the amount of the preference. The list has been published, amended, and republished in the *Pennsylvania Bulletin*. The list also appears at the DGS website.

2. Invitation for Bids. The list of discriminating states and the amount of the preference must appear in all IFBs for supplies and construction where the amount exceeds \$10,000.

D. Bid Requirements.

1. Lists. IFBs for supplies and construction, where the amount exceeds \$10,000, must include the list of states which have laws prohibiting the use of out-of-state supplies or bidders.

2. State of Manufacture. Bidders must complete the State of Manufacture chart in IFBs by listing the name of the manufacturer and the state or foreign country of manufacture for each item. If the item is produced in the United States, the bidder must identify the state. Failure to complete the chart may result in the rejection of the bid.

3. Bidder Residency.

a. Determining Nonresidency. In determining whether a bidder is a nonresident bidder from a discriminating state, the address label on the IFB may be used unless the bidder corrects that address in its bid.

b. Determining Residency. In order to claim the preference for Pennsylvania resident bidders, bidders must have a bona fide establishment for transacting business within Pennsylvania at which it was transacting business on the date when bids were first solicited. The bidder must also be authorized to transact business in Pennsylvania. Therefore, if the bidder is a corporation, it must be incorporated in Pennsylvania or have a certificate of authority to do business in Pennsylvania.

E. Rejection of Bid – Prohibited Item or Bidder. If the State of Manufacture chart discloses that the item will be manufactured in a state which prohibits the purchase of such an item which isn't manufactured in such state, then the bid must be rejected.

F. Calculation of Preference. In calculating the preference, the dollar amount of the bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency. Similarly, the amount of a bid offering Pennsylvania supplies shall be reduced by the percentage preference which would be given to another bidder by the state where the supplies are produced, manufactured, mined, or grown.

G. Procedures.

1. Tab bids by dollar amount.
2. Start with low responsive bid and determine if:
 - a. There is a bidder or product prohibition.
 - b. The supplies offered are manufactured in a discriminating state.
 - c. The supplies are offered by a nonresident from a discriminating state.
3. If there is a product prohibition involving the low bid, reject the low bid.
4. If the low bidder is offering supplies produced, manufactured, mined, or grown in a discriminating state, and the next low bidder is offering supplies produced, manufactured, mined, or grown in Pennsylvania, reduce the next low bidder's bid by the percentage preference which would be given to the low bidder by the state where the supplies are produced, manufactured, mined, or grown.
5. If the low bidder is a resident bidder of a discriminating state, and the next low bidder is a Pennsylvania resident bidder, reduce the Pennsylvania resident bidder's bid by the percentage preference which would be given to the nonresident bidder by its state of residency.

References:

1. [Lists of States Applying A Bidding Preference](#)

Attachment D - Non Collusion Affidavit

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this RFP. According to *Section 4507 of Act 57 of May 15, 1998, 62 Pa. C. S. § 4507*, governmental agencies may require Non-Collusion Affidavits to be submitted with proposals.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the vendor who makes the final decision on prices and the amount quoted in the RFP.
3. RFP rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals 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 vendor with responsibilities for the preparation, approval or submission of the RFP.
4. In the case of an RFP submitted by a joint venture, each party to the venture must be identified in the RFP documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary RFP" as used in the affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to submit an affidavit with the RFP in compliance with these instructions may result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

I state that I am _____ of _____ and that I am 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 RFP.

I state that:

- (1) The price(s) and amount of this RFP have been arrived at independently and without consultation, communication or agreement with any other contractor, vendor or potential vendor.
- (2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a vendor or potential vendor, and they will not be disclosed before the RFP opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from responding to this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (4) The proposal 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 non competitive proposal.
- (5) _____ its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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 submitting a proposal on any public contract, except as follows:

I state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by PPSFSD in awarding the contract(s)/ purchase order(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Purchasing Agency of the true facts relating to the submission of this RFP.

(Signature)

(Signatory's Name)

(Signatory's Title)

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY OF _____ Month, 2018**

My Commission Expires _____
Notary Public

Attachment E – Minority/Woman-Owned Business Enterprise (MWBE) Certification.

Does the manufacturer/vendor responding to this RFP hold a MWBE Certification?

(circle one) **Yes** **No**

If **no**, please sign at the bottom.

If **yes**, please provide the company name and certification number below and sign at the bottom.

Manufacturer / Vendor Name

Certification Number

Authorized Representative Signature

Attachment F - Notice of Protest and Protest Procedures

DATE: _____ **RFP NAME/ NUMBER:** _____

PROTESTING PARTY: _____

_____ **A party who did not submit a bid or proposal;**

_____ **A party who has responded to an invitation for bids (IFB), a request for proposal RFP) or a request for qualification (RFQ);**

_____ **A prospective contractor who is aggrieved in connection with the solicitation or award of a contract**

REASON FOR PROTEST:

RELEVANT INFORMATION (attach documents as needed):

Do not write below. For PPSFSD use only.

Date Notice of Protest Received: _____ **Eligible for Review: Yes No**

Date Forwarded to PPSFSD BOD: _____

Date Forwarded to Awarded Contractor or Eligible Respondents: _____

Date of Review and Consideration: _____ **Extension Date:** _____

Date of Determination: _____ **Determination Made** _____

Signature of PPSFSD Food Service Director _____

Signature Date _____

CONTRACT SOLICITATION AND AWARD PROTEST PROCEDURE POLICY

Manufacturers, Vendors, or distributors who disagree or are otherwise aggrieved by the competitive procurement process for contract solicitation and award have the right by federal regulation to enter into a formal protest with Pittsburgh Public Schools Food Services Department (PPSFSD).

PROCEDURE:

Federal regulations are the primary authority for rules related to competitive procurement. Those regulations that MAY be applicable to competitive procurements of PPSFSD are found in OMB Circular A-87, A-122, 2 CFR 200 and 7 CFR 210, 220, 3016, 3019. Applicability of the federal regulation depends upon the product or services being procured and the federal program in which it will be used. In addition, Pennsylvania School Code contains additional state regulations related to competitive procurement that may also be applicable.

Protests may be by any of the following:

- 1) By a party who did not submit a bid or proposal;
- 2) By a party who has responded to an invitation for bids (IFB), a request for proposal (RFP) or a request for qualification (RFQ);
- 3) By a prospective contractor who is aggrieved in connection with the solicitation or award of a contract

Those parties who did not submit a bid or proposal must file for protest prior to the advertised opening date of the IFB, RFP, or RFQ. Protests received after that time will not be reviewed and considered. Such protests will be dismissed as untimely.

Those parties who responded to an IFB, RFP, or RFQ or who are aggrieved in connection with the solicitation or award of a contract must file for protest within seven (7) days of the protesting party knowing of the facts giving rise to the protest. No protest filed after that protest window or more than seven (7) days after the date of notice of contract award will be reviewed and considered. Untimely protests will be dismissed.

The date of filing will be the date the protest is received by PPSFSD. Protests to contract solicitations and awards must be in writing and submitted to the contact person listed on the RFP for which a protest is filed.

Protests must be filed utilizing the form titled, "Notice of Protest." Appropriate documentation or relevant information may be included as attachments to the form when completed and returned. Issues not raised in the original written protest are deemed to be waived and may not be raised on appeal. All documentation is forwarded to the Legal Department for the Pittsburgh Board of Education for review and consideration within five (5) days of receipt.

If the contract has been awarded, the successful contractor will be made aware of the protest within five (5) days of receipt. If the protest is received before the contract is awarded and substantial issues are raised by the protest, all bidders and offerors who appear to have a substantial and reasonable prospect of winning the award shall be notified of the protest and the reasons for the protest. They may, in turn, file their own position to the protest within five (5) days after the receipt of the Notice of Protest.

Action on the contract solicitation or award shall be stayed until the protest is resolved except in cases where state or federal deadlines prevail. In those cases, the contract award will be issued, but performance by the awarded contractor will be suspended until the protest is resolved. If there is a continued delay in resolving the protest, PPSFSD reserves the right to resume its activities related to the procurement under protest if such action is found to be in the best interest of the membership affected by the protest.

The Board of Education and PPSFSD have up to fifteen (15) days to review the protest and any documentation or relevant information. This period will also be used for additional research as needed. Additional documents or information deemed necessary to resolve the protest may be requested during this period. The Board of Education and PPSFSD reserves the right to schedule a hearing to review the protest with the protesting party and other affected parties. If additional time is required to resolve the protest, The Board of Education and PPSFSD will notify the protesting party of such action. At no time will any protest remain without determination in excess of sixty (60) days from the receipt of the original Notice of Protest.

If the contract solicitation or award is found to be contrary to law, The Board of Education and PPSFSD reserves the right to cancel the solicitation, change the solicitation to comply with law, reject all bids or proposal or those parts of the bids or proposals which were affected by the violation, or change/cancel the contract award to comply with the law.

If such determination is made after execution of the contract and the contractor has not acted fraudulently or in bad faith, 1) the contract may be ratified and affirmed if doing so is in the best interest of The Board of Education and PPSFSD, 2) the contract may be modified to comply with the law with the consent of all parties, or 3) the contract may be cancelled in accordance with the termination, default, and settlement clause in the contract.

If such determination is made after execution of the contract and the contractor has acted fraudulently or in bad faith, the contract may be 1) declared void; 2) modified to comply with the law and with the consent of all parties; or 3) ratified and affirmed if doing so is in the best interest of The Board of Education and PPSFSD. A copy of the protest determination will be sent to the protesting party and any other person determined to be affected by the decision within five (5) days of the determination being made.

Attachment G – Delivery Sites

Site	Address
Food Service Center	8 South 13 th Street (15203)
Allerdice	2409 Shady Ave. (15217)
Allegheny	810 Arch Street (15212)
Arlington	800 Rectenald Street (15210)
Arsenal	110 40th St. (15201)
Banksville	1001 Carnahan Rd (15216)
Beechwood	810 Rockland Ave. (15216)
Brashear	590 Crane Ave (15216)
Brookline	500 Woodbourne Ave. (15226)
CAPA	111 9 th Street (15222)
Carmalt	1550 Breining St.(15226)
Carrick	125 Parkfield Ave. (15210)
Chartiers	3799 Chartiers Ave (15204)
Childrens Museum	12 Children's Way (15212)
Classical/Gifted	1400 Crucible St. (15205)
Clayton	1901 Clayton Ave. (15214)
Colfax	2332 Beechwood Blvd. (15217)
Concord	2350 Brownsville Rd. (15210)
Conroy	1398 Page Street (15233)
Crescent	8080 Bennett St (15221)
Dilworth	6200 Stanton Ave. (15206)
Faison	7430 Tioga St (15208)
Fulton	5799 Hampton St (15206)
Grandview	845 McClain St (15210)
Greenfield	One Alger St. (15207)
King	50 Montgomery Pl. (15212)
Langley	2940 Sheraden Blvd. (15204)
Liberty	601 Filbert St (15232)
Lincoln	328 Lincoln Ave (15206)
Linden	725 S. Linden Ave. (15208)
Manchester	1612 Manhattan St (15223)
Mifflin	1290 Mifflin Rd. (15207)
Miller	2055 Bedford Ave. (15219)
Milliones/U-Prep	3117 Centre Ave (15219)
Minadeo	6502 Lilac St. (15217)
Montessori	201 S. Graham St (15206)
Morrow Intermediate	3530 Fleming Avenue (15212)
Morrow Primary	1611 Davis St. (15212)
Obama	515 N. Highland Ave. (15206)
Oliver	2323 Brighton Road (15212)

Perry	3875 Perrysville Ave. (15214)
Phillips	1901 Sarah St (15203)
Roosevelt Intermediate	17 W. Cherryhill St. (15210)
Roosevelt Primary	200 The Boulevard (15210)
Schiller	1018 Peralta Street (15212)
Sci-Tech	107 Thackeray St. (15213)
South Brook	779 Dunster Ave. (15226)
South Hills	595 Crane Ave. (15216)
Spring Garden	1501 Spring Garden Ave (15212)
Spring Hill	1351 Damas Street (15212)
Sterrett	7100 Reynolds St. (15208)
Student Achievement	925 Brushton Ave. (15208)
Sunnyside	4801 Stanton Ave. (15201)
Weil	2250 Centre Ave. (15219)
West Liberty	785 Dunster St. (15226)
Westinghouse	1101 N. Murtland Ave. (15208)
Westwood	508 Shadyhill Rd (15205)
Whittier	150 Meridan St (15211)
Woolslair	501 40 th St. (15224)

Attachment H – Corporate Capability Questionnaire

This proposal questionnaire is intended to provide Pittsburgh Public Schools Food Service Department with specific information concerning the Respondent's capability to provide services as described in the RFP.

Please be as concise as possible **Type each question in the same order as listed in the questionnaire.**

1. Provide a statement indicating the year your company was founded and what the primary customer/market of the company is.
2. Provide a statement of any history the company has been providing product to school food and other related operations. Include a sample list of K-12 school districts that your company currently supplies product to.
3. Provide a description of the duration and extent of experience the company has with K12 school food service.

Attachment I – Product Pricing Form

Bid Line #	DESCRIPTION	MANUF.	BRAND	UPC / MFG #	UNIT COST
Milk					
410002	Milk Chocolate Fat Free, 50/8oz Carton				\$ -
410003	Milk White 1%, 8oz Carton				\$ -
410004	Milk White Fat Free, 8oz Carton				\$ -
410005	Milk Vanilla Fat Free, 50/8oz Carton				\$ -
410007	Milk Strawberry Fat Free, 50/8oz Carton				\$ -
410008	Milk Special, Lactaid Fat Free, 20/8oz srvgs				\$ -
410040	Milk, Orange Cream, 50/8 oz				\$ -
410101	Milk Skim White, 4/1 Gallon				\$ -
410103	Milk 1% White, 4/1 Gallon				\$ -
410104	Milk Whole White, 4/1 Gallon				\$ -
410105	Milk Whole Half Pint, 50/8oz Carton				\$ -
410106	Milk Whole 4 oz, 50/4oz Carton				\$ -

Bid Line #	DESCRIPTION	MANUF.	BRAND	UPC / MFG #	UNIT COST
Teas					
410021	Iced Tea, 48/8oz/case				\$ -
410024	Iced Tea, Premium 48/8oz/case CTR				\$ -
410025	Tea & Lemonade Blend, 48/8oz/case				\$ -
410036	Iced Tea, Premium 20/16oz/case				\$ -
410043	Diet Peach Tea, 20/16oz/case				\$ -
410045	Iced Tea, 20/16oz				\$ -
410046	Green Tea, 20/16oz				\$ -
410049	Peach Tea, 20/16oz/case				\$ -
410051	Sweet Tea Southern Style, 20/16oz/case				\$ -
410056	Tea & Lemonade Blend, 20/12 oz/case				\$ -
410057	Peach Tea 20/12oz case				\$ -
410065	Tea & Lemonade Blend, 20/16oz				\$ -
Juice & Drinks					
410011	Juice Fruit Punch, 75/4oz Carton				\$ -
410013	Apple Juice, 75/4oz Carton				\$ -
410014	Juice Orange Pineapple, 75/4oz Carton				\$ -

Bid Line #	DESCRIPTION	MANUF.	BRAND	UPC / MFG #	UNIT COST
410015	Juice Orange, 75/4oz Carton				\$ -
410016	Apple Juice, 50/6oz				\$ -
410017	Juice Orange, 50/6 oz				\$ -
410030	Juice, Orange 20/12oz				\$ -
410031	Juice, Appple 20/12 oz				\$ -
410033	Orange Drink, Half-Pint				\$ -
410053	Fruit Punch, 20/16oz/case				\$ -
410054	Lemonade, 20/16oz/case				\$ -
410055	Juice Grape, 75/4 oz Carton				\$ -
410058	Orange Drink, 20/12oz Bottle				\$ -
410059	Blue Drink, 20/12 oz Case				\$ -
Cheese/Butter/Eggs/Other					
410071	Cheese, Cottage Lowfat, 12/24oz tubs				\$ -
410073	Sour Cream Lite, 16 oz				\$ -
410077	Sour Cream, 5 lb tub				\$ -
410091	Butter Solid, 16oz				\$ -
410092	Butter Pats, 1350/5gram srvgs				\$ -

Bid Line #	DESCRIPTION	MANUF.	BRAND	UPC / MFG #	UNIT COST
410099	Egg, Raw Whole, 180 count				\$ -
410120	Creamer, 400/0.4oz srvgs				\$ -
Yogurt					
410066	Yogurt Assorted, 12/6oz srvgs				\$ -
410084	Yogurt Vanilla, 5 lb tub				\$ -
410085	Yogurt Strawberry 5lb tub				\$ -
410086	Yogurt, Plain, 5 lb				\$ -