

THE SCHOOL DISTRICT OF PITTSBURGH
(Pittsburgh, Pennsylvania)
Department of Food Service

**REQUEST FOR PROPOSALS FOR
FULL SERVICE VENDING SERVICES
FOR VARIOUS SITES WITHIN
THE PITTSBURGH PUBLIC SCHOOL DISTRICT**

Proposals must be submitted in complete original form by mail or messenger to the following address:

Curtistine Walker, Director of Food Service

Pittsburgh Schools Food Service

8 South 13th Street

Pittsburgh, PA 15210-1230

Date Posted to the Website: April 15, 2015

Date of Bid Opening: 12:00 PM, April 27, 2015

Date Samples Due: on or before 12:00 PM April 27, 2015

SECTION A: INTRODUCTION

The Pittsburgh Public Schools (hereby referred to as PPS) Division of Food Services extends a requirement for a full service contractor to provide equipment, materials, and supplies required for the vending machine for beverages and snack items in approximately seventeen (17) with the possibility of 54 total schools/sites. The successful bidder shall also provide marketing strategies and material in promoting the healthy vending machine nutritional value of the beverages and snack items to our student population in approximately seventeen (17) with the possibility of approximately 54 total schools/sites.

A.1 Intent

The specifications contained herein are intended to cover full service vending of cold drinks and snack items for school year 2015-2016. These services are to be provided at approximately **17** grades 6-8, grades 6-12 and high schools, **34** K-5, K-8 and 3 Special Schools, *the Administrative Building, Food Service Center and other selected sites, all located in the Pittsburgh Public Schools*. Visit the following link for a complete listing of school sites <http://www.pps.k12.pa.us/Domain/330> some sites may require more than one (1) machine. Products of interest include, but are not limited to, juices, water, milk, flavored milk and snack items. Prices shall include a commission to the Pittsburgh Public Schools Division of Food Services on a monthly basis.

The successful vendor shall furnish, install, maintain, repair and/or replace the vending machines at each location and maintaining the stock of each machine. Such machines shall be the property of the vendor. Upon expiration/termination/cancellation of the contract, the vendor must remove all machines within 20 calendar days of notification.

A.2 Nutritional Requirements

Interim Final Rule: Nutrition Standards for All Foods Sold in School

Healthy, Hunger-Free Kids Act

- Requires that USDA establish nutrition standards for all foods and beverages sold in school – beyond the Federal child nutrition programs in schools.
- The law specifies that the nutrition standards shall apply to all foods sold:
 - outside the school meal programs;
 - on the school campus; and
 - at any time during the school day.

Interim Final Rule

- Requirements take effect July 1, 2014

Applicability Including:

- a la carte in the cafeteria •in school stores •snack bars •vending machines •other venues

General Standard

- 1) Be a whole grain rich product; **OR**
- 2) Have as the first ingredient a fruit, vegetable, dairy product or protein food (meat, beans, poultry, etc.); **OR**
- 3) Be a “combination food” with at least ¼ cup fruit and/or vegetable; **OR**
- 4) Contain 10% of the Daily Value of one nutrient of public health concern (only through June 30, 2016)
 - Calcium, potassium, vitamin D, dietary fiber

Whole Grain Rich

(1) Be a whole grain rich product

- **Grain products** must include 50% or more whole grains by weight or have a whole grain as the first ingredient.
- **Consistent** with NSLP meal pattern standards and the HUSSC whole grain requirement.
- **Practical** because it can be easily identified by reading a product label.

(2) *Have as the first ingredient a fruit, vegetable, dairy product or protein food (meat, beans, poultry, etc.)*

Combination Foods

(3) *Be a “combination food” with at least ¼ cup fruit and/or vegetable*

- Combination foods means products that contain two or more components representing two or more of the recommended food groups: fruit, vegetable, dairy, protein or grains.
- Examples of such foods include yogurt and fruit, cheese and crackers, hummus and vegetables, fruit cobbler with whole grain rich crust, etc.

Nutrients of Public Health Concern

Phased-In Approach:

(4) *Through June 30, 2016, foods that contain 10% of the Daily Value of one nutrient of public health concern (i.e., calcium, potassium, vitamin D, or dietary fiber)*

- Effective July 1, 2016, this criterion is removed
- Allowable competitive foods must be food group based after that date

Total Fat

- **≤35% of total calories from fat per item as packaged/served**
- Exemptions include:
 - Reduced fat cheese;
 - Nuts and seeds and nut/seed butters;
 - Dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat;
 - Seafood with no added fat; and
 - Part-skim mozzarella

Saturated Fat

- **<10% of total calories per item as packaged/served.**
- Exemptions for: reduced fat cheese, part-skim mozzarella;
- Nuts, seeds and nut/seed butters;
- Dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat.

Trans Fat

- **Zero grams of trans fat per portion as packaged/served (< 0.5 g)**

Sodium

- Entrée items that do not meet NSLP/SBP exemptions:** •≤480 mg sodium per item
- Snack and side items:** •≤230 mg (until June 30, 2016) •≤200 mg (after July 1, 2016)

Calories

–**Entrée items that do not meet NSLP/SBP exemption:**

- ≤350 calories

–**Snack items/Side dishes:**

- ≤200 calories per item

Total Sugars

- ≤35% of weight from total sugars per item

Sugar Exemptions

- Dried/dehydrated fruits or vegetables (no added nutritive sweeteners)
- Dried fruits with nutritive sweeteners for processing and/or palatability (e.g., dried cranberries, tart cherries, and blueberries)
- Exempt dried fruit with only nuts/seeds (no added nutritive sweeteners or fat)

Standards for Beverages

- Vary by Grade Level
- Identify Specific Types of Beverages Allowed
- Address Container Size

Beverages for All •Water •Milk •Juice

Beverages for All - Water •Plain water, carbonated or noncarbonated •No size limit

Beverages for All - Milk

- Unflavored nonfat and low-fat milk
- Flavored nonfat milk
- Maximum serving sizes:
 - 8 fluid ounces in elementary school
 - 12 fluid ounces in middle and high schools

Beverages for All - Juice

- 100% fruit and/or vegetable juice
- 100% juice diluted with water (carbonated or noncarbonated) – no added sweeteners
- Maximum serving sizes
 - 8 fluid ounces in elementary school
 - 12 fluid ounces in middle and high schools

Other Beverages in High School

Calorie-Free Beverages: Maximum Serving Size 20 fluid ounces

- Calorie-free flavored water , with or without carbonation
- Other “calorie-free” beverages with less than 5 calories per 8 fluid ounces, or up to 10 calories per 20 fluid ounces.

Other Beverages in High School

Lower-Calorie Beverages - Maximum Serving Size 12 fluid ounces

- Up to 60 calories per 12 fluid ounces; or
- Up to 40 calories per 8 fluid ounces

Caffeine

Elementary and Middle School

Foods and beverages must be **caffeine-free**, with the exception of trace amounts of naturally- occurring caffeine substances.

High School

No caffeine restrictions

Monitoring and Compliance

- State agencies will monitor compliance with the standards through a review of local educational agency records as part of the State agency administrative review.
- If violations have occurred, technical assistance and corrective action plans would be required

Implementation and Support

- State agencies and schools must implement the provisions of this interim rule beginning July 1, 2014.
- USDA will provide guidance and technical assistance to State agencies and local educational agencies prior to and during the implementation period.

- A Smart Snacks Food Calculator is available and a Beverage Calculator is in the works.

Below is a list some products that directors have been given that meet the USDA Competitive Food Guidelines for the 2014-2015 school year. Effective, July 1, 2014.

- Cheetos Fantastix Chili Cheese
- Cheetos Fantastix Hot
- Smartfood Delight White Cheddar Popcorn
- Reduced Fat Munchies Baked Snack Crackers Hot
- Reduced Fat Munchies Baked Snack Crackers Cheddar Cheese
- NEW Sunchips Snack Mix Garden Salsa
- Sunchips Snack Mix Harvest Cheddar
- Tostitos Reduced Fat Tortilla Chips (**Two Bread/Grain**)

ADDITIONAL PRODUCT SPECIFICATIONS:

Product Testing During Time of Contract

Material delivered on any contract resulting from this Request for Proposal may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by bidder.

Safety Standard

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards.

Patents

The contractor shall hold and save PPS, its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by the Pittsburgh Public Schools, unless otherwise specifically stipulated in this contract.

Samples and Catalog Cuts

A. Requirements and Delivery

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

B. Sample Identification

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

C. Testing or Comparing Samples

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, the Pittsburgh Public Schools reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, the Pittsburgh Public Schools shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

D. Retention of Samples

The samples submitted by bidders become the property of PPS.

E. **Sample Quantities**

Samples are required in the exact packaging and size as stated in the item descriptions unless otherwise indicated in the bid document or it is determined that a smaller quality is sufficient for adequate testing.

SECTION B: SCOPE OF WORK

B.1 Equipment

1. Installation:

As part of this contract, the successful vendor shall furnish, install, provide products and stock approximately twenty (20) vending machines to dispense a variety of cold drinks, and dry snacks for the various grade level schools and other selected sites as specified by the director of the Department of Food Service. PPS reserves the right to add/delete locations during the contract term.

Vending machines shall be secured in a manner to assure that equipment cannot topple.

Installation shall be coordinated with the Director of the Department of Food Service and the successful vendor to prevent interruption of service to schools. Machines shall be installed within twenty (20) calendar days of request. Machines shall be filled and ready for operation on or before August 22, 2015.

The vendor shall remove machines within twenty (20) calendar days from the time of notification, upon expiration/termination/cancellation of the contract.

2. Location and Insurance:

Machines will primarily be located inside the dining room area, and other assigned areas of approximately fifty four (54) sites, where security is adequate. The successful vendor shall be insured for vandalism and shall be held responsible for repair due to vandalism, at no cost to PPS.

3. Title:

The successful vendor shall retain title to the vending machines during the life of the contract.

4. Machine Brochure

Vendors shall include a brochure with their proposal that provides a complete description with detailed specifications of machines to be used. Quality attractiveness and user features of machines proposed shall be considered in the evaluation. The literature shall be clearly marked with the bid number and company name. Failure to provide machine information as required may result in automatic disqualification.

B. 2 Contractor's Responsibility

1. Product:

The successful vendor shall monitor products to ensure no out of date products remain in machines. Expiration date should be visible on all products in the machines. The vendor shall be responsible for ensuring that the vending machines are serviced weekly and/or biweekly dependent on sales volume to ensure that ample stock of products is maintained in each machine and machine is in working order. PPS reserves the right to witness/audit the filling and removal of all products and money from any and all machines, if so desired.

School districts have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Successful vendor is expected to take immediate action to correct any situation in which product integrity is violated.

The successful vendor shall be required to maintain clean and sanitary vending machines. The Contractor shall respond immediately to any evidence of pest infestation by taking the following actions as necessary: clearing the machine of all items; cleaning the machine thoroughly or replacing the machine; replacing contents with new food items; and taking preventative measures to guard against recurrence.

2. Service:

The successful vendor shall respond to service calls within 24 clock hours and be on-site to make the repair(s) within two (2) business days. The vendor shall provide a local telephone number. The name(s) and telephone number(s) of the service personnel shall be provided with the proposal and affixed to each machine in a visible place. If the successful vendor does not respond to service calls for inoperative machines within 24 hours, and/or the machines are not maintained and kept in working order, and/or a malfunctioning machine is not replaced or repaired within two (2) working days the PPS may cancel the contract and remove the vendor from the PPS approved vendor list.

The successful vendor shall provide full vending service to include restocking, collection all monies and preventative maintenance on all machines between the hours of 7:30 AM and 2:00 PM Monday through Friday.

The Contractor shall respond to emergency situations with two (2) hours and general service calls within twenty-four (24) hours.

The Contractor shall provide a local telephone number and email address for contact information.

All machines must have dollar bill acceptance capabilities. Priority will be given to bidder if machines accept credit cards.

All machines must have internal timers that allow each specific location to set the time of operation that do not interrupt refrigeration.

The Contractor shall not provide or use or attempt to provide or use any electrical supply other than that which is provided by the Pittsburgh Public Schools.

3. Refunds:

The successful vendor shall be responsible for all refunds. The vendor shall provide the Cafeteria Managers and Chief Lunch Aides with a "bank" with which to refund individual customers who do not receive product for their money due to a malfunction of the machine. The vendor shall renew the "bank" as necessary.

4. Licenses and Permits:

The successful vendor shall obtain and pay for all necessary licenses, permits and certificates, municipal or otherwise, arising out of ownership and operation of such vending machines or imposed in connection with or because of the performance of this contract. The vendor further agrees to pay all federal, state and local taxes and other charges arising out of the performance of this contract.

5. Product Warranty:

The successful vendor warrants that all merchandise dispensed in relation to this contract will be suitable for human consumption and in particular will conform to federal, state and local laws, rules and regulations. The vendor agrees to hold PPS harmless from damages that may result from its failure to abide by this warranty.

6. Organizations Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

7. Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

8. Organization Chart (Contract Specific)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-contractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

9. Resumes

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP.

Resumes should include the following:

Clearly identify the individual's previous experience in completing similar contracts.

Beginning and ending dates should be given for each similar contract.

A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by the RFP.

B.3 Pittsburgh Public Schools' Responsibility

Cafeteria managers will keep a log of refunds given to customers.

PPS will provide pest control services on a regular basis in the areas where the vending machines are located. Cleaning of the area in which the machines are located shall be the responsibility of PPS.

PPS will furnish without charge the electricity for the vending operation.

B.4 Commission Payment and Report of Sales

The successful vendor shall furnish a monthly detailed report of sales by vending machine by location by item with the number of products sold by the 15th of each month. This report must be submitted along with the commission payment and must clearly indicate the dates covered by the report and the location of each machine. Report must be submitted both electronically in addition to mailed copy with commission.

Vendors shall indicate in their proposal the percentage rate of the gross revenue they shall pay to PPS. Vendors shall provide price lists with their proposals for the products that will be sold in the vending machines. The price lists submitted with the bid proposal shall include pricing data adequate to establish the reasonableness of the proposed percentage rate. Vendors shall base the percentage rate offered on the price lists submitted. An estimated yearly profit statement shall also be submitted with the bid proposal.

If PPS cannot determine a correlation of proposed percentage rate with the pricing submitted, it may be cause for non-award.

SECTION C: SAMPLES AND NUTRITIONAL INFORMATION

C.1. Samples are required prior to or at RFP opening on all items. Samples shall be separate from RFP response and shall be forwarded to the Pittsburgh Public Schools Food Services, 8 South 13th Street, Pittsburgh, PA 15203, ATTN: Curtistine Walker. The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging. Bidders shall also include in their sample submission, descriptive literature for each product and flavor proposed. Information must include a nutrition label and ingredient listing for each product.

Each individual sample submitted shall bear the name of the bidder, bid number and shall be carefully tagged or marked in a substantial manner. If samples are not properly marked, the samples may not be considered. Failure to deliver samples and nutritional information as required will result in automatic disqualification.

Samples shall be of sufficient quantity to allow thorough testing of the product and shall be packaged in the same manner as they will be packaged during the contract term. If more than one (1) product flavor is offered, only one

(1) full shipping unit of a product is required. Bidders shall still submit the additional flavors of the product, but in individual serving sizes, as long as the shipping unit of the additional flavors is identical to the full shipping sample flavor product submitted. If shipping unit of additional flavors is different, then full shipping unit of product flavors is required. PPS reserves the right to request additional samples subsequent to the bid opening and shall be required within 48 hours of request. Requests will be made by phone, e-mail, or fax.

C.2 All bids meeting the intent of the invitation will be considered for award. Bidders offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with its bid. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

SECTION D: INSPECTION AND ACCEPTANCE

D.1 INSPECTION AND ACCEPTANCE BY THE PITTSBURGH PUBLIC SCHOOLS

D.1.1 Inspection and acceptance of Vending Machines shall be performed at destination. The PPS Cafeteria Manager or Chief Lunch Aide will be responsible for accepting equipment after installation and operational test.

D.2 INSPECTION OF EQUIPMENT

D.2.1 Definition: "Equipment" as used in this clause, includes, but is not limited to vending machines, change machines or other equipment necessary for operation.

D.2.2 PPS has the right to inspect and test all equipment called for by the contract, to the extent practicable, before acceptance. PPS will perform inspections and tests in a manner that will not unduly delay the work. PPS assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

D.2.3 The Contractor shall remove equipment rejected or required to be corrected. However, the PPS may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected equipment without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

D.2.4 If the Contractor fails to promptly remove, replace, or correct rejected equipment that are required to be replaced or corrected, PPS may either (1) by contract or otherwise, remove, replace, or correct the equipment and charge the cost to the Contractor, or (2) terminate the contract for default. Unless the Contractor corrects or replaces the equipment within the delivery schedule, the Contracting Officer may require the Contractor to deliver and make an equitable revenue adjustment. Failure to agree to a revenue adjustment shall constitute a dispute.

D.2.5 Inspections and tests by PPS do not relieve the Contractor of responsibility for defects or other failures to meet contract requirement discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise provided in the contract.

D.2.6 PPS, in addition to any other rights and remedies provided by law, or under provisions of this contract, will have the right to require the Contractor (1) at no cost to the government, to correct or replace the defective or non-conforming equipment at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer. When equipment is returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer authorizes in writing), after receipt of notice from the Contracting Officer specifying such failure, PPS shall have the right to contract or otherwise to replace or correct such equipment and charge to the Contractor the costs associated with the replacement or correction.

SECTION E - DELIVERABLES OR PERFORMANCE

E.1 TERM OF CONTRACT

E.1.1 The term of contract shall be for one (1) year as stipulated on the Request for Proposal. PPS reserves the right to extend this contract at existing prices, terms and conditions for up to four, (4) additional one year terms.

E.2 PERFORMANCE

E.2.1 The Contractor shall perform all services required under the terms and conditions of the contract.

E.2.2 All services required hereunder shall be performed as scheduled at the schools listed in the attached Exhibit A, in a manner satisfactory to the Pittsburgh School District.

E.3 AWARDS

It is the intent of the PPS to award the RFP to a single vendor submitting the most favorable services, variety and nutritional value of products and with the greatest source of revenue for PPS in accordance with the specifications, terms and conditions stated herein. Vendors are encouraged to submit detailed information regarding machines, products and services they have to offer in their bid response.

Consideration will be given to any previous performance for the PPS as to quality of service, acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the PPS reserves the right to make awards according to the best interests of the Pittsburgh School District.

A single or multiple award(s) may be made from acceptable proposals to cover the all or part of the bid requirements during the contract period; whichever is deemed to be in the best interest of PPS. PPS reserves the right to reject any or all bids, in whole or in part, and to waive technicalities whenever it is deemed to be in the best interest of PPS.

Use Attachment B to list the items and prices as specified.

E.4 DELIVERY INFORMATION

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All deliveries must Be Prepaid FOB Destination, and in No Case Will Shipments Collect or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

SECTION F - CONTRACT ADMINISTRATION DATA

F.5 ASSIGNMENT OF CONTRACT COMMISSIONS

F.5.1 In accordance with all applicable state and federal laws, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

F.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

F.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare commission reports. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this commission to _____ (name and address of assignee).

F.6 AUTHORIZED CHANGES BY THE DIRECTOR

- F.6.1 The Director is the only person authorized to approve changes in any of the requirements of this contract.
- F.6.2 The Contractor **shall not** comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Director.
- F.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost incurred or loss of commission as a result thereof.
- F.6.4 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Director; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

F.7 AUTHORIZED REPRESENTATIVE OF THE DIRECTOR

- F.7.1 PPS shall have the authority of assigning a representative in absence of the Director.

SECTION G SPECIAL REQUIRMENTS

G.1 PRICE ADJUSTMENT

Proposals that include allowance for escalation of prices for year 2 through year 5 of the multi-year contract, will not be considered and will be deemed non-responsive. Should contract costs increase significantly because of inflationary factors and other market conditions, PPS will review the written request from the Contractor for an equitable adjustment at that time.

G.2 TAX EXEMPTION

- G.2.1 Prices quoted by the Contractor shall include delivery and installation FOB destination.

- G.2.2 The Pittsburgh Public Schools is exempt from and shall not pay Federal Excise Tax, Transportation Tax, and the Pennsylvania Sales and Use Tax.

G.3 FAILURE TO DELIVER

- G.3.1 If the Contractor fails to make a scheduled delivery or fails to deliver within the time specified, or delivers items which do not conform to the specifications, and if the Contractor fails to notify PPS of non-delivery, liquidated damages may be assessed as set forth in this Contract.
- G.3.2 If the Contractor fails to replace an item with an item conforming to the specification in the contract within two (2) business days of notice of rejection, PPS reserve the right to obtain the service from other sources in the open market or by contract.
- G.3.3 In the case of late delivery/installation, the Contractor shall be assessed \$50.00 for each day a delivery that is not completed as outlined in the delivery instructions.

G.4 SUBSTITUTIONS OF ITEMS

Liquidated damages shall be assessed when the Contractor substitutes inferior item(s) for the contracted items. Liquidated damages in the amount of twice the difference between the unit price and the fair market value of the item(s) are assessed because of the agreed difficulty in determining the exact amount of the PPS damages due to the submission of inferior items and not as a penalty.

G.5 LIABILITY

G.5 1 The Contractor shall hold the Pittsburgh Public Schools free of any damages resulting from consumption of products delivered under this contract, when such damages are attributed to foreign material or other defects in products delivered by the Contractor.

Timetable/Response Submittal

The Department of Food Service envisions an agreement through the 2015-2016 school year with an option to extend the agreement at existing prices, terms and conditions for up to four, (4) additional one year terms.

Upon the release of this RFP and during the conclusion of the selection process, there shall be no communication between any prospective respondents and/or their lobbyist(s) or agent(s) with any staff of the School District, or any elected representatives or other appointed official of the School District and/or their staff, except as provided in the RFP. Any violation of this provision by any prospective firm and/or its agent shall be grounds for immediate disqualification.

All proposals shall be submitted to the department of Food Service as follows:

Curtistine Walker
Food Service Director
Pittsburgh Public Schools Food Service
8 South 13th Street
Pittsburgh, PA 15203-1230
Tel: (412) 488-3302
Fax: (412)488-3311

One (1) original and four (4) copies of the proposal shall be prepared and submitted to the School District in such form as is set forth in this RFP by 12:00 p.m. on April 27, 2015.

Proposal including any/all attachments, cover letter and tabs should not exceed fifty (10) pages in length on 8 ½" X 11" paper, single spaced using a minimum font size of 10 pt.

Proposals should be submitted in accordance with the instructions detailed below. The School District reserves the right to select a proposal in its entirety or some portion(s) thereof. Furthermore, the School District reserves the right to reject any and all proposals and to waive irregularities.

Proposals which are electronic format or faxed will not be accepted.

The School District will not be held liable for any cost incurred in the preparation of proposals.

The proposer shall provide the School District with additional information, if necessary.

The School District reserves the right to interview one or more finalists.

Any questions regarding this RFP should be addressed to Curtistine Walker.

Specific Response Requirements

Responses should address the following questions or requests for information and be organized so that the specific questions or requests for information each begin on a new page with the question repeated at the top of the page.

I Letter of Transmittal

Each proposal should be accompanied by a letter of transmittal which summarizes key points of the proposal and which is signed by an authorized officer.

II Company's Experience and Qualifications

- A. Please provide an overview of the company and its qualifications. Please include the location of the companies' office(s) in the Commonwealth of Pennsylvania.
- B. Please describe the companies experience with servicing school food service or food service operations in the past 5 years.
- C. Please include a list of your clients that you have serviced with school food service or food service vending machines.

III. Fee Proposal

- A. Please complete Attachment B and provide fixed prices for the items that you have available the meet the nutrition requirements and would be included in the vending machines that will be locate in the schools.

Evaluation Criteria and Selection Process

The contract(s) will be awarded to the qualified proposer whose proposal is most advantageous to the School District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total scores will guide the School District in making an intelligent award decision based upon the evaluation criteria.

The School District reserves the right to request oral presentations from those companies determined to be in a competitive range and shall use the information derived from these oral presentations, if any, in its evaluation. The School District will not be liable for any cost incurred by the proposer in connection with such oral presentation.

The School District anticipates selecting one company using the following criteria to determine which firm meets the needs of the School District best.

<u>School District's Evaluation Criteria</u>	<u>Points</u>
Ability to Meet the Specific Needs of the Department of Food Service	20
Experience and Qualifications	30
Plan of Work	30
Fee	20