

**The Board of Public Education
of the School District of Pittsburgh**

Administration Building, 341 South Bellefield Avenue

**Inquiry
Number 8745**

Pittsburgh, PA 15213

Sealed bids for material listed herein will be received in the Office of the Chief Operations Officer, Room No. 251 in the Administration Building until 11 o'clock A.M., TUESDAY, April 15, 2014 and will be opened at the same hour in CONFERENCE ROOM "A" CENTER SECTION.

**Price each item as indicated including delivery INSIDE OF BUILDING to
Insert Prices, Model No., etc., sign the bid form and Return ONE Copy**

DAIRY/NON-DAIRY

VARIOUS LOCATIONS

-
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 in sealed envelopes and addressed to The Board of Public Education. Please show the bid inquiry number on the outside of the envelope.
 3. The Bidder is responsible for ensuring that the Bid document, inside a Sealed envelope, is deposited into the locked bid box in Room 251 of the Administration Building prior to 11:00 AM on the date of the Bid Opening. Delivering that Bid document 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 is not responsible for the failure of any of its employees or any mail delivery service to place this bid document in the designated bid box prior to the time and date for the public opening of this Bid.
 4. One copy of this bid inquiry document is to be filled out, signed and returned to the Board of Public Education.
 5. Bids shall be submitted on this Inquiry form which must be signed 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.
 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 to the location indicated above including delivery inside the building.
 9. Not more than one alternate product may be quoted on any single item of the bid. Description and pricing for such alternate 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 45 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 or articles as specified, or to exactly match the Board's sample. Where samples are requested on items bid, failure to provide such samples may result in the automatic disqualification of the bid for those items.
 12. The Purchasing Agent of The Board of Public Education shall have full power and authority to reject any and all materials furnished which in his 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 Purchasing Agent 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.
 13. 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 orders are issued. Such additional quantities will be purchased at the price indicated on this bid.
 14. The Board of Public Education reserves the right to reject any or all bids, and to accept or reject any item or group of items, for which bid is submitted.
 15. Piggybacking - It is understood that the goods and services described in the specifications may be purchased by the District and any other local municipal bodies as set forth in the specifications and bidder agrees to supply the goods and services to the local municipal bodies on the same terms and conditions as if they were to be supplied to the District. To the extent that the local municipal bodies purchase goods or services, then the local municipal bodies and not the District, shall be liable to the bidder.

SCHOOL DISTRICT OF PITTSBURGH
PROCEDURES FOR IMPLEMENTATION OF
SUBSTANCE ABUSE POLICY

PURPOSE

The purpose of these Procedures is to specify to whom the Substance Abuse Policy of the School District of Pittsburgh applies and to ensure that the Substance Abuse Policy is implemented and enforced in a uniform manner throughout the School District of Pittsburgh (the District).

APPLICABILITY

The Substance Abuse Policy of the District applies to Construction Contractors and other Independent Contractors, and their employees whose work with the District will include tasks that are considered high risk or safety sensitive or includes tasks that genuinely implicate public safety.

DEFINITIONS

Alcohol Test – a “for cause” only test for alcohol performed according to the National Highway Traffic Safety Administration, Model Specifications and Evidential Breath Testing Devices, 49 Federal Register 48855, dated December 14, 1984 (and any amendments thereto). For purposes of these procedures, the cut off level for alcohol shall be .04%.

Appropriate Drug Test – a test for drugs that is performed according to the Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program, 53 Federal Register 11970, April 11, 1988 (and any amendments thereto).

Certificate of Compliance – a notarized Certificate executed by the Contractor and submitted to the School District’s Compliance Officer declaring that the Contractor has read and understands the Substance Abuse Policy of the District and will allow only those employees who have passed an appropriate drug test to work on District projects.

Contractor – a Construction Contractor or an Independent Contractor.

Contractor’s Substance Abuse Testing Program – the Pre-Access Testing Program and/or “for cause” testing program established, administered and enforced by the Contractor pursuant to Paragraphs 2 & 3 of the District’s Substance Abuse Policy. Such a program may include a rehabilitation component through a facility that has been accredited through the Joint Committee on Accreditation of Health Care Organizations.

Employee – a Subcontractor or an employee of a Construction Contractor or an Independent Contractor.

High Risk or Safety Sensitive Tasks – functions that include, but are not limited to:

1) duties related to construction on District property, including tasks performed by ironworkers, plumbers, electricians, roofers, painters and those engaged in HVAC (heating, cooling, ventilation and air conditioning) work; 2) tasks that include the operation of all kinds of equipment and machinery; 3) the operation of vehicles that require the operator to hold a CDL (Commercial Driver's License); and 4) any type of work that requires an individual to climb or use any type of scaffolding, lifts, or ladders or would require an individual to work at a substantial height.

Pre-Access Testing Program – the portion of the Contractor's Substance Abuse Testing Program that requires a drug test to be performed on an employee and passed prior to allowing an employee access to District workplaces.

Random Testing – a drug testing program implemented and managed by a Third Party Administrator, at a cost to the Contractor, whereby participants are selected by social security number from the total program participation. Participants are selected by utilizing a computer with a number generating software program. Twenty-five percent (25%) of the total program participation will be randomly tested. A participant may be tested more than once.

Substance Abuse – the use of drugs or alcohol at the workplace.

Testing “for cause” – alcohol testing necessitated by observed behavior indicating that the employee may be under the influence of drugs or alcohol and/or the involvement by the employee in, or cause of an accident which causes or could have caused injury to the employee or another individual, or which causes or could have caused destruction or damage to the District's property.

Third Party Administrator – the entity that will validate Contractor's Substance Abuse Testing Program and will implement and manage a random testing program and develop/maintain a database for the District.

PROCEDURES

1. It is the policy of the School District of Pittsburgh, consistent with applicable laws and regulations to prohibit the use of illegal drugs and the use of alcohol at the workplace and to require that all Construction Contractors and other Independent Contractors certify that their employees engaged in the type of work covered by this policy have passed an appropriate drug test.

2. Prior to the bidding process for each contract subject to this policy, it shall be the duty of the Director of the Division or Administrator soliciting the bid to determine if any of the work of the contract is considered high risk, safety sensitive or considered to genuinely implicate public safety and if so must include the School District of Pittsburgh's Substance Abuse Policy and Certification Form in the Bid Documents.
3. During the negotiation process for each personal services contract subject to this Policy, it shall be the duty of the Director of the Division or Administrator to determine if any of the work of the contract is considered high risk, safety sensitive or considered to genuinely implicate public safety and if so must provide the School District of Pittsburgh's Substance Abuse Policy and Certification Form to the individual who will execute the contract.
4. The list of high risk or safety sensitive tasks or tasks that genuinely implicate public safety are listed in the definition of this policy however, the list is not exclusive. Such list shall be reviewed by the Chief of Operations and/or his designee prior to the commencement of the policy. Such list shall be periodically reviewed in order to determine if additional tasks should be added to the list.
5. Certificates of Compliance shall be directed to the District's Compliance Officer. Such certificates will be maintained on file for one year beyond job completion in the office of the Compliance Officer. Certificates of Compliance will be required for each contract with the School District of Pittsburgh to which these guidelines apply.
6. Any Construction Contractor, Independent Contractor or employee of same who observes behavior indicating that another person to whom this policy applies may be under the influence of drugs or alcohol shall immediately report such behavior to the District's Compliance Officer or the Office of the Chief of Staff at 412-622-3603.
7. Any Construction Contractor or Independent Contractor who violates this policy or its reporting requirements shall cause its contract with the District to be immediately terminated, and any employee who violates same shall immediately be removed from such project.
8. The School District of Pittsburgh and/or its designee maintains the absolute right to examine and review from time to time, any and all records related to the Contractor's Substance Abuse Program.

**CERTIFICATE OF COMPLIANCE WITH THE
SUBSTANCE ABUSE POLICY OF THE
SCHOOL DISTRICT OF PITTSBURGH**

I, _____, do hereby certify that I have read and understand the Substance Abuse Policy of the School District of Pittsburgh, and have supplied a copy of same to my employees and/or subcontractors. I also declare that my employees and/or subcontractors and their employees who will be performing tasks that are high risk, safety sensitive or genuinely implicate public safety, will pass an appropriate test for substance abuse prior to being permitted access to the School District of Pittsburgh's workplaces.

NOTARY PUBLIC

BY: _____
Signature of Representative

Signature of Notary

Print Name & Title of Representative

(Seal and/or Stamp)

Print Name of Company

Telephone Number of Representative

Date

INSTRUCTIONS FOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the following page 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 in 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 it 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 List of Parties Excluded from Federal Procurement or Nonprocurement Programs.
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.

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, encoded at 29 CFR Part 98, 98.510, participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register {Pages 19160-19211}.

{BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION}.

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.

NAME OF ORGANIZATION _____

AUTHORIZED REPRESENTATIVE _____ TITLE _____

SIGNATURE _____ DATE _____

ADDRESS _____

PHONE _____ E-MAIL _____

The Board of Public Education
of the School District of Pittsburgh
Pittsburgh, PA 15213

INQUIRY NUMBER 8745
SHEET NUMBER 8 OF 21

	Articles	Price
	<p style="text-align: center;">SPECIFICATIONS</p> <p style="text-align: center;">FOR</p> <p style="text-align: center;">DAIRY/NON-DAIRY</p> <p style="text-align: center;">AT</p> <p style="text-align: center;">VARIOUS LOCATIONS</p> <p>THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH PROPOSES TO ENTER INTO A CONTRACT FOR THE PURCHASE AND DELIVERY OF DAIRY/NON-DAIRY PRODUCTS FOR A PERIOD OF ONE (1) YEAR FROM AUGUST 1, 2014 TO JULY 31, 2015 WITH A ONE-YEAR POSSIBLE EXTENSION.</p> <p>ANY QUESTIONS PERTAINING TO THIS BID SHOULD BE DIRECTED TO:</p> <p style="text-align: center;">Donna Dugan</p> <p style="text-align: center;">THE BOARD OF PUBLIC EDUCATION 8 S. 13TH STREET PITTSBURGH, PA 15203</p> <p style="text-align: center;">PHONE: (412) 488-3307</p> <p style="text-align: center;"><u>NON-DISCRIMINATION POLICY</u></p> <p>THE PITTSBURGH PUBLIC SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EDUCATION INSTITUTION AND WILL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX OR HANDICAP IN ITS ACTIVITIES, PROGRAMS OR EMPLOYMENT PRACTICES AS REQUIRED BY TITLE VI, TITLE IX AND SECTION 504.</p> <p>FOR INFORMATION REGARDING CIVIL RIGHTS OR GRIEVANCE PROCEDURES CONTACT: <u>CONTRACT COMPLIANCE OFFICE, PITTSBURGH PUBLIC SCHOOLS, 1305 MURIEL STREET, PITTSBURGH, PA 15203, (412) 488-4661.</u></p>	

We, the undersigned, hereby propose and agree to furnish to the Board of Public Education any or all of the items that we have priced, at the prices set opposite each item in the foregoing list. This proposal is subject to all terms of the specifications, bid conditions and instructions herein, and we hereby agree to furnish such item or items as may be awarded to us. This bid document is null and void without an original signature of a person properly authorized to sign for the company submitting the bid.

Company Name _____

Sign Here _____

Original Signature Required

<u>Item Order #</u>	<u>PRODUCT DESCRIPTION</u>	<u>QUANTITY (USAGE UNIT)</u>	<u>QUANTITY (PURCHASE CASE)</u>	<u>USAGE UNIT COST</u>	<u>PACK UNIT</u>	<u>PACK SIZE</u>	<u>PURCHASE UNIT COST</u>	<u>TOTAL COST</u>
-	CID #A-A-20013B	-	-					
	<u>MILK & DAIRY</u>	<u>YEARLY</u>	-					
1.	Milk, CID: Group I, Type D, Flavor b (Fat Free chocolate) 150 calories or less per 8 oz. serving, 22 grams sugar, no artificial sweeteners, paper cartons	2,000,000	40,000		HALF PINT	50	\$ -	\$ -
2.	Milk, CID: Group I, Type D, Flavor c (Fat Free strawberry) 150 calories or less per 8 oz. serving, 22 grams sugar, no artificial sweeteners, paper cartons	500,000	10,000		HALF PINT	50	\$ -	\$ -
3.	Milk, CID: Group I, Type D, Flavor d (Fat Free vanilla) 150 calories or less per 8 oz. serving, 22 grams sugar, no artificial sweeteners, paper cartons	400,000	8,000		HALF PINT	50	\$ -	\$ -
4.	Milk, CID: Group I, Type C, Flavor White (1%) paper cartons	1,200,000	24,000		HALF PINT	50	\$ -	\$ -
5.	Milk, CID: Group I, Type D, Flavor White (nonfat/skim) paper cartons	84,000	1,680		HALF PINT	50	\$ -	\$ -
6.	Milk, CID: Group II, Type H, (Lactose-free non/fat skim) paper cartons	10,000	200		HALF PINT	50	\$ -	\$ -
7.	Milk, CID: Group I, Type C, Flavor White (1%)	100	100		GALLON	1	\$ -	\$ -
8.	Milk, CID: Group I, Type D, Flavor White (non-fat/skim)	100	100		GALLON	1	\$ -	\$ -

9.	Half & Half Individual Creamers, homogenized, fresh, ultra-pasteurized By the case, avg. 448 per case	100	100		3/8 OZ	448	\$ -	\$ -
10.	Cottage Cheese, Grade A, Lowfat, 1.0% butterfat, 24 oz container	300	300		24 OZ	1	\$ -	\$ -
11.	Sour Cream, Lite, Grade A, 16 oz container	200	200		16 oz	1	\$ -	\$ -
12.	Yogurt, Grade A, Vanilla or Strawberry lowfat, 1% milkfat, 5 lb. tub	200	200		5 LB	1	\$ -	\$ -
13.	Yogurt, 6 oz Cups ASSORTMENT PACK made from cultured Grade A pasteurized milk, 1% milkfat, Assorted blended flavors. Regular and Light	2,000	166		6 OZ	12	\$ -	\$ -
14.	Eggs, Size large, boxed				DOZ	1	\$ -	\$ -
15.	Butter Pats/Reddies, Ready-to-use pats of real butter on cardboard bottom with paper over top; Refrigerated. By the Case only, Avg 1350 pats per case	100 cases	100 cases		CS	1350	\$ -	\$ -
16.	Butter Solids, 36 lb. per case. To be sold/bid by the pound	2,000 lb.	2,000 lb.		LB	LB	\$ -	\$ -
	Fruit Juice, 100% , Paper Carton 4 oz.							
17.	Apple	650,000	8,666		4 OZ	75	\$ -	\$ -
18.	Orange	425,000	5,667		4 OZ	75	\$ -	\$ -
19.	Orange Pineapple	175,000	2,333		4 OZ	75	\$ -	\$ -
20.	Fruit Punch	200,000	2,667		4 OZ	75	\$ -	\$ -
	Fruit Juice 100% , Paper Carton 6 oz.							
21.	Apple	150,000	3,000		6 OZ	50	\$ -	\$ -

22.	Orange	65,000	1,300		6 OZ	50	\$ -	\$ -
23.	Fruit Juice, Orange 100%, Paper Carton 8 oz.	2,000	40		8 OZ	50	\$ -	\$ -
	DRINKS, 8 OZ. Half Pint Paper Cartons							
	Not to exceed 150 calories each and 35 grams sugar							
	No artificial colors, sweeteners or additives							
24.	Orange Drink 50 %	90,000	1,800		8 OZ	50	\$ -	\$ -
25.	Fruit Punch 50%	20,000	400		8 OZ	50	\$ -	\$ -
26.			41				\$ -	\$ -
27.	Iced Tea	60,000	1,250		8 OZ	48	\$ -	\$ -
	DRINKS 16 OZ PLASTIC						\$ -	\$ -
	Not to exceed 150 calories and 35 grams sugar							
	No artificial colors, sweeteners or additives							
28.	Tea Unsweetened	4,000	200		16 OZ	20	\$ -	\$ -
29.	Tea Less than 150	200,000	10,000		16 OZ	20	\$ -	\$ -
30.	Green Tea	40,000	2,000		16 OZ	20	\$ -	\$ -
31.							\$ -	\$ -
	<u>BOTTLED WATER, Purified</u> <u>with resealable twist-on lid (NO sport caps)</u> Brand name - no private label; Spring Filtered OR Purified Drinking Water - PLEASE STATE BRAND & TYPE							
32.	State Brand: 8 OZ	2,000	41		8 OZ	48	\$ -	\$ -
33.	State Brand: .5 L	2,000	83		.5 L	24	\$ -	\$ -
	Total Lot Pricing							\$ -

PLEASE LIST VENDOR CODE NUMBER FOR EACH ITEM BID.

ADDITIONAL BID CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of milk, other dairy products, fruit juices, and non-dairy drinks. Delivery shall be made to approximately 80 Pittsburgh Public Schools, as well as to the Food Service Center Warehouse located at 8 South 13th Street, Pittsburgh, PA 15203. Pittsburgh Public Schools Food Service reserves the right to add or delete sites as deemed necessary. Vendors may download a complete listing of schools and addresses at www.pps.k12.pa.us

B. Growth Hormone Free

All fresh pasteurized milk products must be rBST hormone free. Genetically engineered Recombinant Bovine Growth Hormone- rBGH, (also known as rBST - Recombinant Bovine Somatotropin) artificial growth hormone- is NOT permitted to be injected into dairy cows, and all milk should mainly come from local cows.

C. Delivery and Service

All products specified herein shall be processed, packaged, and delivered in accordance with regulations of the Pittsburgh Public Schools, the Allegheny County Health Department, the U.S. Department of Agriculture, and the requirements of the Federal Food, Drug and Cosmetics Act and regulations promulgated there under. Milk shall not be fortified with added milk solids and shall not be reconstituted, reworked or recombined.

The successful vendor shall deliver two times per week to each school site, except to certain locations that can accommodate a delivery *only once per week* based on the volume of the school. Deliveries will be arranged in advance with the individual school Cafeteria Manager and/or Chief Lunch Aide, utilizing the best method and delivery days for the successful vendor. Deliveries may begin at 6:00 a.m.:

- a. Elementary Schools, completed by 1:00 p.m.
- b. Middle Schools, completed by 2:00 p.m.
- c. High Schools, completed by 1:15 p.m.

and must not occur during school's lunch periods.

Vendor shall provide scheduled deliveries for each truck. All products shall be delivered in crates. The interior and exterior of the crates shall be clean and sanitary according to all applicable Federal, State, and County laws. Cartons must not be dirty or leaking in any way. Vendor shall package units to facilitate "at a glance" counting of full cases by Pittsburgh Public Schools employees. Packaging that will necessitate individual unit count shall not be considered, with the exception of whole and skim milk. The temperature of the products at delivery shall be less than 40 degrees F, but shall not be frozen.

The vendor and/or their company employees shall place product delivered under this solicitation in milk coolers and/or walk-in refrigerators at each school and rotate products in such a manner that older products will be used first (FIFO). "Drop shipments" shall not be considered. "Drop shipments", for the purposes of this solicitation, shall mean any delivery made where the vendor or their employee does not comply with delivery requirements stated herein. **Products shall not be left outdoors.** All "drop shipments" outdoors shall be reported to the Allegheny Health Department by the Pittsburgh Public Schools Food Service office as a violation of prevailing regulations and shall not be honored for payment and may be cause for termination of contract.

All products shall be date coded in accordance with current regulations of the Allegheny County Health Department. Products shall not be delivered if the date code has past. A 17-day "sell by" code is regulated by the PA Department of Agriculture. If Pittsburgh Public Schools receives an out of date product, and it is discovered at the time of delivery, it shall be refused and a replacement product shall be delivered that same day. If out of date/damaged product is discovered after delivery, the vendor must pick up the product within 24 hours of notice. The vendor shall bring replacement product when picking up the outdated/damaged product. Immediate credit must be given to the school (s), and the Pittsburgh Public Schools Food Service Department shall not incur any additional charges regardless of circumstances (i.e., inclement weather or damaged product).

The successful vendor shall keep informed of scheduled school holidays and emergency school closings (i.e., ice, snow, etc.) via public radio broadcasts or by calling the Pittsburgh Public Schools Food Service Department. When schools are closed due to the emergency, orders placed for that day shall be delivered the next day schools are open. No additional charges shall be assessed to the Pittsburgh Public Schools Food Service Department due to school closings.

At the end of the school year, every effort will be made to reduce and eliminate product from the schools. However, the successful vendor must be willing to pick-up or credit any products left in the school coolers after the last day of the school year.

All delivery vehicles shall comply with Federal, Pennsylvania and county sanitation codes. All deliveries shall be made via mechanically refrigerated trucks capable of maintaining product at required temperatures into the school locations.

All orders are expected to be delivered complete as specified. Delay of deliveries and/or incomplete orders are cause for termination of bid award.

Violating City and County ordinances regarding Idling Regulations can result in a fine (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>).

D. Electronic Ordering Procedures

Vendors must accept electronic Purchase Order to interface with vendor's software, email and/or website.

Additionally, it is recommended that vendor shall provide non-proprietary access to their website which details all product information including nutritional information, product availability and product trends/interests and requires no special passwords or sign-in capabilities.

Please provide the following contact information for ordering purposes:

Toll Free/Local Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

E. Award

It is the intent to award this contract to a single bidder submitting the most favorable unit prices, with consideration also given to previous product performance, taste test, customer selection and preference as determined by sales, and overall ability to perform. Prompt payment discount ten (10) days and over will be considered in the award of the bid.

F. Provision for Price on Dairy Items

Pricing on all dairy items will be regulated by the Milk Marketing Board (MMB) on Class I Regulated items which include: Standard Whole Milk, Reduced Fat 2% Milk, Lowfat 1% Milk, Nonfat Skim Milk, Flavored Milk, Flavored Reduced Fat Milk, Buttermilk, Egg Nog, Half & Half, Light Cream, Medium Cream, Heavy Cream, and Sour Cream. The Pittsburgh Public Schools area is located in Zone 5 with the MMB and requires the following discounts for delivery:

- 400 quarts/delivery = 4% discount
- 700 quarts/delivery = 7% discount
- 1,400 quarts/delivery = 10% discount

For further information on the Pennsylvania Milk Marketing Board, vendors should visit www.mmb.state.pa.us Click on Pricing Information.

G. Quotations

Bidders are requested to submit pricing for dairy items based on the Milk Marketing Board as of the **February 2014 Report**. Wholesale/retail prices for next month are available on the Friday before the twenty-fourth of each month. Prices for all other products are to be submitted at a fixed price for the first year of the contract. A unit price on each item bid upon is required (except where otherwise noted). All prices shall include delivery, deposits, and service specified. Only unit prices shall be cited and shall not show any service charges or deposits for cases.

No bidder will be allowed to offer more than one price on each item even though it may feel that it has two or more types of products that will meet specifications. Bidders must determine for themselves which to offer. If said bidder shall submit more than one price on any item, all prices for that item will be rejected. However, this stipulation does not preclude the offering of new products that do not meet specifications in every respect from being offered as a separate item for consideration for future bids. Such product should be identified as a new product and a brief explanation written as part of the offer detailing the advantages that can normally be expected of this product over the product specified.

Any bid which the bidder names a total price for all the articles without quoting a price on each and every separate item may be considered informal. If there is any discrepancy between the unit and total cost, the unit cost shall prevail.

H. Quantities

Quantities of the items required as shown in this bid are for approximate YEARLY usage. Bidders are advised that there is a maximum of 182 scheduled days per school year.

I. Contract Term and Bid Extension

The term of contract shall be for one (1) year as stipulated on the Invitation for Bid. However, the contract may not begin until one (1) day after approval by the Board of Education and will conclude as stated under the contract terms. The Pittsburgh Public Schools Food Service Department reserves the right to extend this contract at existing prices, terms and conditions for one (1) additional term. Written notice indicating the Pittsburgh Public Schools' intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendors shall have ten (10) days from the date of notification to accept or reject the extension. Once the response is evaluated, the Pittsburgh Public Schools Food Service Department may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued.

Indicate your company's willingness to extend this contract for one additional term August 1, 2015 through July 31, 2016:

YES: _____ NO: _____

J. Deviations

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.

K. Samples and Nutritional Information

Nutritional and ingredient information are required prior to or at bid opening on all items, and shall be included in the bid response. Information shall be arranged and labeled according to item sequence. The information shall be clearly marked with the bid number, item number and company name.

Samples may be required subsequent to the bid opening. Samples must be received within two (2) business days of notification. Notification will be made by fax or by telephone. Samples shall be sent to the Food Service Center Warehouse, Attention: Donna Dugan, 8 South 13th Street, Pittsburgh, PA 15203. The outside packaging of samples shall be clearly marked "SAMPLES" and identified with the bid number affixed to packaging.

Samples shall be 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. Each individual sample submitted shall bear the name of the bidder, item number, 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 submit marked nutritional and ingredient information and/or samples will result in automatic disqualification.

L. Product Protection

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. Contractors shall take immediate action to correct any situation in which product integrity is violated.

M. Invoicing and Weekly Statements

Multi-part invoices must be provided by the vendor to the Food Service Division Accounting Office and shall contain the following information prior to payment being made:

1. School name and the Pittsburgh Public Schools assigned number
2. Item Description
3. Quantity
4. Item unit price
5. Extended total for each item
6. Grand total

The cafeteria manager or CLA upon receipt of the goods delivered will sign the multi-part delivery ticket invoice and retain one (1) copy. Any adjustments to the original invoice must be made on a separate, numbered Credit Memo with a date and Manager's signature, in multi-part copies. The same procedure will apply for the Credit Memo as does the original invoice.

Weekly billing documents shall be sent to the Accounts Payable Department of the Pittsburgh Public Schools Food Service Division no later than the fifth working day after the close of the previous week's business. Billing documents shall include the following in order to receive payment:

1. A summary statement which shows the totals of all school locations by item with a grand total.
 2. Invoices, in school location order, showing totals delivered to a location for the week.
- CREDIT: Full credit adjustments must be issued for all damaged containers such as leakers, sour milk, etc. Replacement is not acceptable for credit. The Pittsburgh Public Schools reserves the right to return any damaged or spoiled, out-dated or out-of-code items and receive credit for the same. A signed delivery ticket shall not imply the items received were in good condition, only that they were received.

N. Evaluation

1. Product Line: The Pittsburgh Public Schools reserves the right to tour the vendor's facility and verify references accompanying bid and to determine the lowest responsive bidder meeting specifications. It must be clearly evident to the Pittsburgh Public Schools that a bidder is capable of delivering promptly all items on the bid list and can acquire, within a short notice, any additional items, which may be needed.
2. Financial Data: Subsequent to bid opening, bidders may be required to submit an Annual Report, sales report or financial statement for the past three (3) consecutive years, showing a profit. Financial data will be held confidential if so requested. Failure to submit financial statement as required may result in disqualification.
3. Reliability: Bidders must have a proven record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A bidder may be designated as unacceptable if the requirements listed herein have been previously violated.
4. Facilities and Equipment/Sanitation: Prior to award and any time during the contract, the Pittsburgh Public Schools reserves the right to inspect vendor's premises. Any code violations found shall be cause for non-award and/or termination of contract.

O. Special Conditions

1. Audit Provisions- The Pittsburgh Public Schools shall have the right to examine the successful vendor(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. The Pittsburgh Public Schools shall be granted access to such records at all reasonable times during the contract period.
2. Contingent Fee – The successful vendor(s) hereby represents that they have not retained anyone to solicit or secure this contract from The Pittsburgh Public Schools upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable codes of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the successful vendor(s) except as expressly authorized in writing by the Pittsburgh Public Schools and no contract shall be made by the successful vendor(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of the Pittsburgh Public Schools.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the contracting officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

P. Purveyor Default

In case of default or failure to deliver product by the time specified, the Pittsburgh Public Schools, after due notice, may procure from other sources and hold the vendor responsible for any excess costs.

Q. Customer References

Bidders are required to provide three (3) references. The references shall have company name, contact person, address and phone number of three (3) current customers for which similar products have been provided. If the reference information is not accurate and the Pittsburgh Public Schools cannot contact the person (s) named, then your bid may not be considered.

<u>Company Name/Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contact Number</u>
1. _____			
2. _____			
3. _____			

R. Wellness Policy

All bidders are encouraged to view and comprehend the Nutrition Standards for Competitive Foods in Pennsylvania Schools for the School Nutrition Incentive. The entire Wellness Policy can be downloaded at www.pps.k12.pa.us/foodservice.

S. Inquiries

Bidders may contact Donna Dugan in writing by fax at 412-488-3311 or by email ddugan1@pghboe.net for technical questions. Questions must be received no later than four (4) business days prior to bid opening in order for the Bidder to receive a reply prior to submitting

this bid. The Pittsburgh Public Schools Food Service Department will not be responsible for any oral or telephone explanation or interpretation.

T. Product Compliance

The Pittsburgh Public Schools reserves the right to test all products under this contract by State Weights and Measures Representatives at any time prior to or during the contract. Should the products fail to meet specifications, the Pittsburgh Public Schools will exercise the following remedies, at a minimum:

1. The supplier shall be responsible for cash restitution or in-kind replacement, at the discretion of the Pittsburgh Public Schools, for the total lot that failed product specifications;
2. Payment for the value of all meals that the Pittsburgh Public Schools served which failed to contain the minimum quantities and components required of a reimbursable meal under the Child Nutrition Programs because the supplier provided short-weighted products;
3. Restitution and payments to the Pittsburgh Public Schools shall be made within 30 days of written notice to supplier;
4. Repeated instance of products failing to contain required quantities is a material breach of contract which may result in cause for contract termination; and
5. All costs resulting from termination for cause must be borne by the contractor.

U. Packaging and Delivery

Included are the bid specifications and quantities for all the dairy and non-dairy items. The Pittsburgh Public Schools reserves the right to increase or decrease quantities of items to be purchased to reflect actual school district needs at the time order(s) are issued. The Pittsburgh Public Schools may request pricing on additional items according to school district needs.

Every effort must be made to comply with the “Buy American” mandate: All domestic commodities or food products for use in the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and/or the Afterschool Snack Program (ASP) should be processed in the United States using domestic agricultural commodities where over 51% of the processed food and/or food products comes from American-produced products.

V. Commercial Item Description (Cid) for Fluid Milk

See attachment document

THE PURCHASING OFFICE RESERVES THE RIGHT, UPON NOTICE TO THE SUPPLIER, TO EXTEND THE CONTRACT OR ANY PART OF THE CONTRACT FOR UP TO ONE (1) YEAR, UPON THE SAME TERMS AND CONDITIONS AFTER THE INDICATED EXPIRATION DATE AS DESCRIBED IN THE BID. THIS WILL BE UTILIZED TO PREVENT A LAPSE IN CONTRACT COVERAGE FOR THE GOODS OR SERVICES INDICATED ON THE CONTRACT, AND ONLY FOR THE TIME NECESSARY TO ENTER INTO A NEW CONTRACT. WHEN APPLICABLE, AN EXTENSION NOTICE WILL BE ISSUED DEFINING THE EXACT EXTENSION OF THE CONTRACT; ALL OTHER TERMS AND CONDITIONS OF THE EXTENDED CONTRACT WILL REMAIN IN FULL FORCE.

**COMMERCIAL ITEM DESCRIPTION
MILKS, FLUID**

The U.S. Department of Agriculture (USDA) has authorized the use of this Commercial Item Description. This Commercial Item Description replaces Types I - VI, X, and XI requirements in Commercial Item Description A-A-20013B

1. SCOPE.

1.1 This Commercial Item Description (CID) covers fluid milk and milk products packed in commercially acceptable containers, suitable for use by Federal, State, and local governments, and other interested parties.

2. PURCHASER NOTES.

2.1 PURCHASERS shall specify the following:

- Group(s), type(s), and flavor(s) of fluid milk and milk products required (Sec. 3).

2.2 PURCHASERS may specify the following:

- Packaging requirements other than commercial (Sec. 10).

3. CLASSIFICATION. The fluid milk and milk products shall conform to the following list, which shall be specified in the solicitation, contract, or purchase order.

Groups, types, and flavors .

Group I - Pasteurized (Sec. 5.1.2).

Group II - Ultra-pasteurized (Extended Shelf Life Under Refrigeration (ESL))(Sec. 5.1.2).

Group III - Aseptically processed and packaged (Ultra High Temperature (UHT))(Sec. 5.1.2).

Type A - Whole milk

Type B - Reduced fat milk

Type C - Lowfat milk

Type D - Nonfat/skim/fat free milk

A-A-20338

- Type E** - 100% Lactose free milk
- Type F** - 100% Lactose free Reduced fat milk
- Type G** - 100% Lactose free Lowfat milk
- Type H** - 100% Lactose free Nonfat/skim/fat free milk

Flavor a - Banana

Flavor b - Chocolate

Flavor c - Strawberry

Flavor d - Vanilla

Flavor e - Other flavors currently commercially available (*purchaser shall specify*)

Types I-P are not available with Group III - Aseptically processed and packaged.

- Type I** - Acidified buttermilk
- Type J** - Acidified Reduced fat buttermilk
- Type K** - Acidified Lowfat buttermilk
- Type L** - Acidified Nonfat/skim/fat free buttermilk
- Type M** - Cultured buttermilk
- Type N** - Cultured Reduced fat buttermilk
- Type O** - Cultured Lowfat buttermilk
- Type P** - Cultured Nonfat/skim/fat free buttermilk

4. MANUFACTURER'S/DISTRIBUTOR'S NOTES. Manufacturer's/distributor's products shall meet the requirements of the:

- Salient characteristics (Sec. 5).
- Manufacturer's/distributor's product assurance (Sec. 6).
- Regulatory requirements (Sec. 7).
- Quality assurance provisions (Sec. 8).
- Packaging requirements other than commercial: *as specified by the purchaser* (Sec. 9).

5. SALIENT CHARACTERISTICS.

5.1 Finished product. Fluid milk and milk products shall be formulated and packaged in accordance with current good manufacturing practices (21 CFR Part 110). Fluid milk and milk products shall comply with (21 CFR § 101.62) for food nutrient content claims for fat and (21 CFR § 130.10) requirements for foods named by use of a nutrient content claim and a standardized term. Fluid milk and milk products manufactured shall comply with the following:

Milk, whole (21 CFR § 131.110) Not less than 3.25 percent total milkfat **1/ 2/**.
Acidified buttermilk (21 CFR § 131.111) Not less than 3.25 percent total milkfat **1/**.
Cultured buttermilk (21 CFR § 131.112) Not less than 3.25 percent total milkfat **1/**.
Reduced fat milk (21 CFR § 101.62) At least 25 percent less total fat **1/ 3/**.
Lowfat milk (21 CFR § 101.62) Maximum of 3 g or less total fat **1/ 3/**.
Nonfat/skim/fat free milk (21 CFR § 101.62) Less than 0.5 g of total fat **1/ 3/**.

1/ Serving size of fluid milk and milk products is 240 mL (1 cup or 8 fluid ounces).

2/ Total fat content may be higher in milks containing fat from a source other than milkfat, e.g., flavor containing fat.

3/ When compared to whole (21 CFR § 131.110), or acidified buttermilk (21 CFR § 131.111), or cultured buttermilk (21 CFR § 131.112).

5.1.1 Pasteurization/Homogenization. All fluid milk and milk products shall be pasteurized at a temperature of not less than 72°C (161°F) for a period of time of not less than 15 seconds or at a temperature of not less than 63°C (145°F) for a period of time of not less than 30 minutes in properly designed and operated equipment or for a time and at a temperature equivalent thereto for microbial destruction. If fluid milk or milk products contain added sweeteners, the specified temperature shall be increased by 2.8°C (5°F). Pasteurization shall be in accordance with general provisions (21 CFR § 131.3). The fluid milk and milk products shall be homogenized.

5.1.2 Fortified with vitamins D and A. The finished milk types A, E, I and M shall contain a level of 400 International Units (IU) of vitamin D per 946 mL (1 quart). Types B, C, D, F, G, H, J, K, L, N, O, and P shall be fortified with vitamins D and A so the finished fluid milk contains at least 400 IU of vitamin D and 2,000 IU of vitamin A per 946 mL (1 quart). Types B, C, D, F, G, H, J, K, L, N, O, and P shall be nutritionally equivalent to the fluid milk or milk products that were modified by milkfat reduction. These types are required to return at the level of these nutrients to their respective levels and make them equivalent to the fluid milk or milk products that was milkfat modified.

5.1.3 Foreign material. Fluid milk and milk products shall be clean, sound, wholesome, and be free from foreign material such as, but not limited to, dirt, insect parts, hair, wood, glass, or metal.

5.1.4 Flavors. All types of fluid milk and milk products shall be free from all undesirable and objectionable flavors, and have a pleasingly sweet distinctive individual characteristic flavor. Types I, J, K, L, M, N, O, and P, acidified and cultured buttermilks, shall possess a pleasing and desirable characteristic aroma and flavor, and shall be free from undesirable flavors; such as, putrid, bitter, metallic, and excessive acid.

5.1.4.1 Chocolate flavoring. The chocolate flavoring shall be derived from cacao products meeting 21 CFR Part 163 - Cacao Products regulations. The flavoring products shall have a pleasingly sweet distinctive chocolate flavor free from objectionable flavors.

5.1.5 Color. All types of fluid milk and milk products shall be uniformly colored throughout and characterize the type and/or flavor it represents.

5.1.6 Body. The body of fluid milk and milk product types A through H shall be smooth with an acceptable mouth feel. They shall not be slimy, ropy, or show evidence of wheying-off or floating fat particles. The body of acidified and cultured buttermilk types I through P shall be smooth, uniform, and of medium consistency. They shall be free from undesirable gas formation, wheying-off, and practically free from entrapped air.

5.1.7 Shelf life and age requirement. All fluid milk and milk products shall comply with State and local laws, regulations, or requirements.

6. MANUFACTURER'S/DISTRIBUTOR'S PRODUCT ASSURANCE. The manufacturer/distributor shall certify that the fluid milk and milk products provided shall meet the salient characteristics of this CID, conform to their own specifications, standards, and quality assurance practices, and be the same fluid milk and milk products offered for sale in the commercial market. The purchaser reserves the right to require proof of conformance.

7. REGULATORY REQUIREMENTS. The delivered fluid milk and milk products shall comply with the current edition of the *Grade "A" Pasteurized Milk Ordinance (PMO)* and with all applicable Federal, State, and local regulations relating to the production, transportation, receiving, processing, packaging, labeling, storage, distribution, and sale of fluid milk and milk products within the commercial marketplace. These fluid milk and milk products shall comply with all applicable provisions of the *Federal Food, Drug, and Cosmetic Act*, the *Fair Packaging and Labeling Act* and regulations promulgated thereunder.

8. QUALITY ASSURANCE PROVISIONS. All Grade "A" milk plants producing fluid milk and milk products under this CID shall comply with all applicable requirements of the current edition of the *Grade "A" Pasteurized Milk Ordinance*. The production, transportation, processing, handling, sampling, analysis, labeling, and sale of fluid milk and milk products shall also comply with said regulation.

Fluid milk and milk products shall be obtained from a dairy firm listed in the Food and Drug Administration's (FDA) IMS List (*Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers*) and that has an Enforcement Rating of 90 or better. The Enforcement Rating indicates the level of the regulatory agency's application of the requirements of the PMO to the listed dairy firm.

Or, alternatively, a milk plant may have a dairy hazard analysis critical control point (HACCP) listing in place of a conventional sanitation compliance rating and enforcement rating. The above mentioned ratings of milk plants and their respective regulatory agency's enforcement rating, and/or HACCP listings for milk plants shall be found in the IMS List.

Any testing conducted on fluid milk and milk products shall be in compliance with the current edition of the *Grade "A" Pasteurized Milk Ordinance*, the most current edition of *Standard Methods for the Examination of Dairy Products* of the American Public Health Association, and the most current edition of *Official Methods of Analysis of the Association of Official Analytical Chemists*. In addition, all testing shall be conducted by milk laboratories that are listed in the IMS List.

9. PACKAGING. Preservation, packaging, packing, labeling, and case marking shall be commercial unless otherwise specified in the solicitation, contract, or purchase order.

10. REFERENCE NOTES.

10.1 Sources of documents.

10.1.1 Sources of information for governmental documents are as follows:

Applicable provisions of the Fair Packaging and Labeling Act are contained in 16 CFR Parts 500 to 503. The Federal Food, Drug, and Cosmetic Act are contained in 21 CFR Parts 1 to 199. These documents may be purchased from: **Superintendent of Documents, New Orders, P.O. Box 371954, Pittsburgh, PA 15250-7954. Credit card (MasterCard or Visa) purchases are made by calling the Superintendent of Documents on (202) 512-1800 or on the Internet at: <http://www.access.gpo.gov/nara>.**

Copies of the current edition of the *Grade "A" Pasteurized Milk Ordinance* and the *Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers* may be obtained from: **Milk Safety Team (HFS-626), FDA, 200 C Street, SW, Washington, DC 20204, telephone (202) 205-9175 or on the Internet at: <http://www.cfsan.fda.gov/~ear/p-nci.html>.**

Copies of this CID and beneficial comments, recommendations, additions, deletions, clarifications, etc., and any data which may improve this CID are available from and/or provided to: **Head, Food Quality Assurance Staff, Fruit and Vegetable Programs, Agricultural Marketing Service, USDA, STOP 0243, 1400 Independence Avenue, SW, Washington, DC 20250-0243, telephone (202) 720-9939, Fax (202) 690-0102, via E-mail: FQAStaff@usda.gov or on the Internet at: <http://www.ams.usda.gov/fv/fvqual.htm>.**

Military activities should submit requests for copies of this CID to: **Standardization Documents Order Desk, Defense Automation and Production Service, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.**

MILITARY INTERESTS:

Military Coordinating Activity

Army - GL

Custodians

Army - GL

Navy - SA

Air Force – 35

Review Activities

Army - MD, QM

Navy - MC

DLA – SS

CIVIL AGENCY COORDINATING ACTIVITIES:

DOD - BOP

HHS - FDA, NIH, IHS

VA - OSS

USDA – FV

PREPARING ACTIVITY:

USDA - FV

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