

<i>Request for Proposal</i>	
Number	2021-2312
Name	<i>DELIVERY OF FRESH PRODUCE</i>
Mail or Deliver to: (no fax bids accepted)	Pittsburgh Public Schools, Food Service 8 South 13th Street Pittsburgh, PA 15203 ATTN: Malik Hamilton
Issue Date	Monday, 15 March 2021
Deadline for Questions:	Monday, 29 March 2021
Deadline	2:00 PM on Monday, 12 April 2021 –19 April 2021 (Amended 29 March 2021)

We, the undersigned, herewith propose and agree to furnish the Pittsburgh Public Schools Food Service Department (PPSFS) on behalf of the Pittsburgh Board of Education (PGHBOE) all of the items that we have priced, at the net prices set opposite each item on the attached sheets.

This proposal is subject to all the terms of the contract documents, as defined in the “Terms and Conditions”. We hereby agree to enter into a written contract to furnish such item(s) and all bid prices remain as quoted on the RFP #2021-2312 regardless of award status.

We understand that PPSFS reserves the right to reject any or all bids or any portion thereof not deemed satisfactory, or to select single items from any bid.

The undersigned bidder certifies to having read all the contract documents and offers to furnish items as specified to the school district in exact accordance with these specifications and conditions at the prices stated on the attached forms.

DATE _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

Authorized Agent/Officer _____
(Printed or Typed)

Title _____
(Printed or Typed)

Signature _____

Section 1 - Background & Purpose

1.1 Introduction

The Food Service Department of Pittsburgh Public Schools (PPSFS), operates as a self-operated food service operation. PPSFS provides meal services at 54 school cafeteria locations throughout the district. There are approximately 23 K-5 schools, 11 K-8 schools, 7 6-8 schools, 5 6-12 schools and 4 9-12 schools. Additionally, we serve approximately 36 Early Childhood Centers. There are approximately 23,000 students enrolled at these locations at which a combined estimated 27,000 meals are served every day. Approximately 12,000 breakfasts, 15,000 lunches daily. PPSFS is also the Vendor or sponsor for several other federal and state funded programs both within the district and with outside community organizations. The programs include but are not limited to the Child and Adult Care Food Program (CACFP) and the Afterschool Snack Program which adds to our daily totals.

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

1.2 Purpose of the Request for Proposal

The purpose of this Request for Proposal is to establish a contract for the purchase of fresh produce in conjunction with the needs of the District. PPSFS is looking for a Vendor partner that is willing and able to foster a mutually beneficial relationship of trust and transparency and to work with PPSFS to think, act, and operate in flexible and creative ways as we stride to build a stronger feeding program that can benefit our district and community as a whole.

At the end of the proposal process the successful Vendor will be designated as the primary provider of the specific awarded item(s) to the District during the effective period of the contract, however, it is hereby agreed and understood that PPSFS reserves the right to purchase off contract for other produce items, especially for specialty program needs including but not limited to the federal Fresh Fruit and Vegetable Program, the United States Department of Agriculture (USDA) Department of Defense (DoD) Fresh Fruit and Vegetable Program, PPSFS’s Harvest of the Month program as well as any future initiatives the Food Service Department may develop over the course of this contract.

SECTION 2 – VENDOR SUBMISISON GUIDELINES

It is the intent of the District to select the most responsive and responsible Vendor whose proposal demonstrates that they can provide superior products, acceptable services & on time deliveries. Vendor responses to this bid should include all the following:

2.1 Minimum Qualifications Documentation

The following documentation comprises the minimum qualifications for a respondent to meet in order to be considered for contract awarding.

2.1.1 Licensing and Registration

- Business license, Proof of insurance, and current W-9; verifying that Proposer has business operation(s)/ facility(ies) from which fresh produce will be supplied.
- Proof of registration with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188)

2.1.2 HAACP Certification

Proof of Hazard Analysis and Critical Control Points (HACCP) certification.

2.1.3 Attachments

Completion of all attachments located in the Appendix section of this document.

2.1.4 Good Food Purchasing Commitment form.

Completion of the Good Food Purchasing Initiative Commitment form. Affirming the respondent's willingness, capability, and commitment to partner with the Food Service Department of Pittsburgh Public Schools in increasing the capacity of a robust food chain by encouraging a more equitable and sustainable food chain.

2.2 Financials

2.2.1 Pricing Structure

Pittsburgh Public Schools Food Services (PPSFS) recognizes that produce pricing is affected by seasonality, weather, and market volatility.

PPSFS is seeking proposals that provide a pricing program that establishes fair and reasonable pricing based on usage volume, which allows for an elevated level of accountability and traceability. The Vendor may propose a structure already in use by a larger buying group (ie Pro*Act, PicRite, National Produce Consultants, etc) less typical management company fees, or the Vendor may propose a similar pricing structure of their own design.

Any additional rebates, promotions, etc. must be clearly indicated. A detailed listing of any fees included in the overall markup should be included. All prices should be inclusive of delivery charges.

Pricing structures indicated in #2021-2312 must be held firm from July 1, 2021 through June 30, 2023 and all subsequent extension years, except for allowance values and any pre-determined variations that are agreed upon by both parties. In the event of cancellation for the school district will not be obligated to purchase any items remaining in inventory. Vendors will be notified well in advance of a pending cancellation.

The District reserves the right to decline to purchase any item offered by the Vendor on the basis of that item's cost being too high, seasonality, quality, or for any other reason, at the District's sole discretion.

By law PGH BOE is unable to purchase product under a cost-plus-percentage pricing structure.

We believe this request allows for the Vendor to make focused and deliberate purchasing decisions on the District's behalf while guaranteeing the District's ability to service its sites, increase exposure to and consumption of fresh, nutrient dense, and delicious produce by our students and better track and control costs.

2.2.2 Invoice Audit

To ensure that the awarding process is fair and that bidders are judged equitably the District is requiring Vendors to submit proof of purchase price for the listed bid items on the RFP Pricing Form utilizing a copy of the most recent invoice that represents at least 20% of Vendors total inventory for the week of 08 February 2021. The purchase information should be submitted both in hard copy and cataloged in an Excel Spreadsheet on a USB drive. The spreadsheet will also include a column that shows what price Pittsburgh Public Schools would have been invoiced based on the proposed pricing structure.

To download the RFP Pricing Form copy and paste this url into your browser navigation bar: <https://www.pghschools.org/cms/lib/PA01000449/Centricity/Domain/40/Bid Documents/Produce Specs RFP 2021-2312 .xls>

2.3 Statement of Corporate Capability

Corporate capability and experience will be evaluated based on relevant experience. Please submit the below requested information in proposal documentation:

- Current number of School Food Authorities served and the tenure of those relationships.

- Vendor must have a Quality Control Team to monitor the quality of fresh produce entering and leaving the facility daily.
- Please provide a summary of the role of each key member of your QC Team summarizing their experience directly related to the role and listing any required credentials or certifications specific to that role. Submission of current resumes or statement of experience for each team member is optional.
- Upon delivery, an authorized receiver at each site must check for external and internal damage, cleanliness, defects, spoilage, count, and temperatures.
- Please provide a summary of the role of each key member of your Warehouse Supervisory Team summarizing their experience directly related to the role and listing any required credentials or certifications specific to that role. Submission of current resumes or statement of experience for each team member is optional.
- Submit a written Standard Operational Procedure for product recalls.

2.3.2 Dedicated Sales Rep

In order to continually increase or maintain GFPP targeted local purchases in a fiscal responsible manner the Department requires a sales representative that can help to monitor local products as they come in and out of season and to communicate these ongoing changes to the Purchasing Supervisor of the Department to ensure that all District sites are purchasing the correct products at the correct time.

The Food Service Department reserves the right to request a review of assigned representation and/or reassignment of an assigned Sales Representative at its discretion.

2.3.3 Client References

Please include THREE (3) client references of school districts operating independent food service programs in your response, including name and contact information of each reference. References should reflect a similar size (product variety and volume) and type of account as PPSFS (institution, school food service). References should be customers with a minimum of three (3) years of service from the proposer.

2.3.4. Equity

- Proof of certification as an eligible business enterprise (EBE), which are comprised of businesses owned by ethnic minorities, women, and socially and economically disadvantaged individuals.
- How many of the local farms are certified as an eligible business enterprise (EBE), which are comprised of businesses owned by ethnic minorities, women, and socially and economically disadvantaged individuals.

2.3.5 Social Responsibility

- How many local farms located within 250 miles of the City of Pittsburgh does your company source from? What percentage of your total spend for the year 2019 did this account for?
- Farm Size Ratio – The Department supports the United States Department of Agriculture’s (USDA) definition of a small sized farm as an operation producing less than \$250,000 of agricultural products annually and medium sized or mid-sized farm as an operation producing less than \$1,000,000 of agricultural products annually.
 - How many local Large; Medium; and Small farms based on USDA designation, is product being sourced from? What percentage of your total spend for the year 2019 did this account for?
- How many farms that are designated PA Preferred? What percentage of your total spend for the year 2019 did this account for?
- Are you able to provide farm of origin labeling on invoices?
- Are you able to provide quarterly sourcing reports showing the farm of origin for all produce purchases and which items are sourced from within Pennsylvania and from within 250 miles of Pittsburgh?

2.3.6 Valued Workforce

- Is your company tracking the fair labor practices of farms from which you purchase?
- Do you prioritize purchasing from farms with Union representation?
- Do you purchase produce that is Fair Trade Certified by IMO?

2.3.7 Environmental Sustainability

- What policies and procedures are in place to address the usage of short-dated product in your facility?
- What policies and procedures are in place to address management of organic waste in your facility?
- What Sustainability Certifications does your company hold? (ie. LEED, GBB, Green Seal, etc.)

2.4 Schedule for Vendor Selection

- **Monday, 12 April 2021** - Proposals are due to Pittsburgh Public Schools Food Service Center.
 - **Monday, 23 April 2021 – Friday, 30 April 2021** - Vendor presentations
 - **Tuesday, 04 May 2021** – Anticipated date of a final award decision. Decision may be made earlier
 - **Wednesday, 05 May 2021** – Award results submitted to the Board of Education for Approval on or before this date.
 - **Wednesday, 26 May 2021** – Final approval or disapproval by Board of Education
- Thursday, 01 July 2021** – Contract start date

SECTION 3 – TERMS AND CONDITIONS

3.1 Product Standards and Specifications

- Vendor’s facility must be locked 24 hours a day. All Vendor trucks must be locked nightly after packing.
- Vendor’s receiving area and trucks must be refrigerated, and Vendor’s trucks must be cleaned and sanitized weekly.
- PPSFS reserves the right to make final disposition of all internal damaged materials at a later date.

3.2 USDA Standard

All portions must conform to the standards published in the USDA food-buying guide for the school lunch program. Products must be packed under continuous USDA inspection where applicable.

3.3 Additives

The use of natural preservatives if necessary is acceptable. Any such preservative may include a wholesome vitamin/mineral blend for use in the foodservice industry and approved by USDA (for use in keeping produce looking and tasting fresher longer). Artificial colors and dyes are prohibited. The use of synthetic preservatives is prohibited.

3.4 Produce Quality Assurance

3.4.1 Appearance

Components will appear fresh, wholesome, free of inappropriately off colors, dehydration or faulty assembly. Product will not appear squashed, bruised, or otherwise

damaged. Ingredients will also not appear misshapen except for those specifications in keeping with the district “ugly fruit” initiative outlined in Section 9.

The District expects that all produce will be inspected for quality assurance, and that any produce that does not appear to be of the highest quality be pulled and replaced before shipping out to sites.

3.4.2 Ready-To-Eat

Due to food production limitations of some district sites, all ready-to-eat product must be delivered without need of cleaning. Please provide documentation that shows ready-to-eat products meet this specification

3.5 Nutritional Value Analysis/Product Formulation Sheets

The Bidder is responsible to provide a complete nutritional analysis of products as needed by the Department. The following minimum information, if applicable, is required of each item.

Serving size by weight and gram equivalent	Vitamin (IU), (%RDA)
Calories per serving	Vitamin C (mgs), (%RDA)
Total fat and breakdown of fats	Iron (mgs), (%RDA)
Saturated (grams)	Potassium (mgs), (%RDA)
Monounsaturated (grams)	Niacin (mgs), (%RDA)
Polyunsaturated (grams)	Riboflavin (mgs), (%RDA)
Trans Fat	Thiamin (mgs), (%RDA)
% Calories from Fat	Dietary Fiber (grams)
Carbohydrate (grams)	
Sugar:	Protein (grams), (%RDA)
Refined Sugar (grams)	Cholesterol (mgs)
Processed Sugar (grams)	
Sodium (mgs)	
Declarations of all known allergens	

3.6 Product Origin Transparency:

The District requires clear identification of the origin of product on the weekly offering list and the invoices. This includes:

- Mandatory identification of Country of Origin;
- Mandatory identification of Pennsylvania products;
- Mandatory identification of Regional products as defined in
- Preferred state of origin of other products
- Preferred identification of Farm/Farmer

3.7 Packaging & Labeling

All packaging must be approved by the USDA and the Food and Drug Administration for contact with food.

All markings and labeling material shall be water-fast, non-smearing, and of a color contrasting with the carton, case, box, tub, bag or any other such transport container used by the distributor. All carton markings conform to USDA labeling requirements, shall be on no more than two (2) panels of the carton (with district preference being one (1), and should include a minimum of the following:

- Description of contents
- Product Code Numbers
- Processing Date: month/day/year
- Lot Number: Manufacturer’s lot or batch number listed under the processing date.
- Wholesomeness Stamp: USDA plant number (if applicable)
- Ingredient Statement: Ingredients must be listed in order of predominance.
- Count per case.

3.8 Cleaned, Pre-cut and Packaged Fruits and Vegetables:

The District’s produce needs will include a number of pre-cut and packaged Fruits and Vegetables. If a Vendor does not have its own in-house processing plant for fresh cut product, identification of the processing facilities used and its processing steps that show how product is cleaned, processed, packaged, and stored must be listed as a part of the response to this RFP.

3.9 Act of God Clause

Due to conditions beyond the Vendor’s control, including but not limited to weather, there are times when a product that has been bid is no longer available at the cost originally guaranteed by the manufacturer.

When that happens the Vendor may enact this “Act of God Clause” that simply means they cannot honor the original bid price on those impacted items. The Vendor will adjust their price up accordingly to reflect the current price they are being charged by the manufacturer. The same fixed fee as was originally bid will continue to be utilized. The Vendor must understand Produce Bid (FDPP) 14 SPECIAL BID CONDITIONS cont’d. and accept that the Municipal School Districts Nutrition Service option at that point will be to either first accept the new price on the item, accept a different product than the one originally bid, or utilize a new supplier to provide that item.

When and only when the Vendor receives notification from a manufacturer that the manufacturer is enacting their Act of God Clause will the Vendor be able to enact theirs. At that point the following will then be implemented:

- The school system will be given a one-week notice that the Vendor is enacting their Act of God Clause with a list of the items impacted.
- For our records the Vendor will provide a copy of the notice from their manufacturer that they have been notified and documentation of the new price they are being charged by the manufacturer.
- Together the District and the Vendor can determine the desired course of action.
- The Vendor cannot arbitrarily change prices that don't fall under the conditions set forth above, nor can they change any prices without notification to each school system first.
- Utilizing this method will allow Vendors to continue to bid with confidence that they are protecting themselves and the District from the unpredictability of unusual circumstances.

3.10 Pricing Audits

Throughout the term of the contract Pittsburgh Public Schools Food Services department reserves the right to audit the Vendor's servicing of the contract. The District will give the Vendor a notice of no less than three business days and no more than five business days of a pending audit.

For an audit the District will require from the Vendor

Proof of purchase utilizing a copy of the most recent invoice that represents at least 20% of Vendor's total inventory for the week prior to the audit date.

- In addition, a report Audit documents can be provided electronically to the Purchasing Supervisor of PPSFS. At the request of the Vendor the audit may take place in person at the Vendor's facility.
- Invoice from grower/source to Vendor showing FOB price
- Freight invoice (if not delivered) from carrier showing total cost of truck
- Bills of lading to freight company showing products shipped
- Vendor PO to grower/source showing FOB and freight allocation (matching freight invoice to carrier)

3.11 Payment Process

Upon receipt of delivered goods along with proof of delivery (i.e. invoice, packing slip, etc), PPSFS will issue payment within 60 days.

Statements shall be sent to the administrative billing office of the food service department.

Bidders are encouraged to offer cash discounts based on expedited payment by PPSFS. PPSFS will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services with a properly signed invoice.

Payments issued within 30 days are eligible for % discount deducted from invoice (Vendor to fill in the blank).

3.11.1 End of Year Rollover

Each year beginning in November the School District conducts and end of the year budget rollover. During this event the District generally does not process any payments to vendors until the rollover is complete. The rollover can take as long as three (3) months to complete. Once complete all outstanding payments are processed and paid as quickly as possible.

3.12 Electronic Ordering

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

The Vendor's system capabilities must allow for orders to be placed by all individual sites as well as one central "Super Buyer" to approve all orders (return and/or reject). Each site manager/director will have a unique username/password to their school site account. Order Guides must include the Vendor's item number, description, pack size, etc. Site managers/directors must have the ability to save orders, submit orders, edit saved orders, order "No Order", and create standing orders as well as review past orders. They must be able to print the order guide, past orders, and submitted orders. The "Super Buyer" should also be able to retrieve the previously mentioned information in aggregate from a single account source within the Vendors system. Each site will have default delivery dates, not allowing orders to be placed for non-designated dates.

3.13 Deliveries

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

Deliveries will be made to approximately 55 locations including the Central Warehouse. The Central Production Kitchen (located in the Central Warehouse) will also use produce in production of scratch-cooked food items.

Delivery to the central kitchens will begin approximately one to two weeks prior to the start of the school year (see Appendix C for 2017-18 District Calendar) or as determined by District needs. Delivery to the satellite sites will begin approximately one week prior to the start of the school year.

Deliveries to the central kitchen and satellite sites will continue through the school year on a weekly basis until one week prior to the end of the school year.

Delivery to a limited number of locations for summer feeding and catering will continue throughout the calendar year

3.13.1 Location and Hours Specified

The Vendor shall deliver items in conjunction with this proposal to the Central Warehouse no less than twice a week, depending on the needs of the operation, between 6:00 and 10:00 AM.

The Vendor shall deliver to the satellite sites on a regular schedule based on school size and volume needs, delivering to all sites *prior to lunch service* between 6:00 AM and 10:30 AM.

The successful Vendor will have the transportation capacity and resources to use refrigerated trucks simultaneously in order to successfully achieve these delivery windows.

Specific delivery schedules will be mutually established after the award of the contract. PPSFS reserves the right to add or modify locations to the contract. Neither PPSFS nor PGH BOE guarantee a specific number of deliveries each week.

Orders *must* be received by a PPSFS Employee. Product delivered to a school district employee not assigned to PPSFS, even if a signature is obtained, **is not** sufficient to meet the requirements and will be considered a breach of the food safety chain and will be considered compromised and damaged product and will be reject and a request for credit submitted.

Delivery schedules may change a few times a year when the District is closed due

to breaks, holidays or other closings for professional development.

A complete listing of building locations can be found in Appendix A.

3.13.2 Emergency School Closure

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

3.13.3 Delivery Delays

The Vendor will inform the District of any delivery delays due to late deliveries, inclement weather, poor road conditions, truck problems, etc, by calling and/or emailing the Purchasing Supervisor directly as soon as the delay occurs. In such situations the Vendor may deliver product to a site between the times of 12:00 PM and 2:00 PM)

The District reserves the right to impose a fine due to violation of City and County ordinances regarding idling regulations (maximum idling time of 5 minutes; 20 min./hour if less than 40° F or more than 75° F - see <http://www.dgs.state.pa.us/>).

The successful respondent is financially responsible for any damage done to district or private property while on the grounds of a district site.

3.13.4 Delivery Conditions

Deliveries shall be made as required to the identified locations on a mutually agreed upon delivery schedule. All deliveries shall be made in accordance with good commercial practice in clean trucks and containers and shall be adhered to by the successful Vendor. Refrigerated products shall be delivered at 41 degrees Fahrenheit or less, and products requiring slightly warmer temperatures (e.g. bananas) shall be loaded onto the warmest part of the truck and covered with blankets to protect them from the cold. Product(s) exceeding allowable temperatures or displaying evidence of temperature shock or signs of freezing will be rejected and replacement expected.

The Vendor shall deliver product in containers that are completely clean. All delivery crates shall be free of dirt and grime at the time of delivery. All containers must be printed with product identification and expiration date. Perishable refrigerated products shall have at least seven (7) days of remaining shelf life at the time of delivery. If expiration dates are coded, the translation/interpretation code shall be provided to PPSFS at the time of submitting the proposal.

3.13.5 Invoice Details and Delivery

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

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

In addition, if possible, the invoice should include, product origination, mandatory identification of Pennsylvania products, and mandatory identification of state of origin of other products.

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

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

Additionally, the District will require the successful Vendor to supply weekly a digital offering list and market report.

3.13.6 Deficiencies, Defects, and/or Damages

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

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

3.13.7 Credits and Refusal of Product

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

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

3.13.8 Credits for Product Post Delivery

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

3.13.9 Communication on Shorts

The Vendor must be capable of emailing or calling the District to alert of any product shorts prior to the day's delivery. Shorts to the Production Kitchen must be addressed immediately due to the critical nature of the food production schedule.

3.13.10 Substitutions

The Vendor shall not deliver any substitute item as a replacement for an awarded item without direct, explicit approval from the Purchasing Supervisor prior to such delivery.

Substitutions for ordered product must be communicated to the District prior to delivery and approved by District.

3.13.11 Backorders

Backorders must be offered to be filled automatically within twenty-four (24) hours when full delivery is not made. The Vendor shall not invoice PPSFS for backordered items until such backorders are delivered and accepted by PPSFS's authorized representatives.

Backorders that cannot be filled within two (2) days will be abandoned by the Vendor and the District will reorder according to needs.

3.13.12 Re-procurement

If the contracted Vendor does not provide products in a timely manner as defined above, PPSFS reserves the right to purchase products elsewhere to cover the orders that were not fulfilled.

3.13.13 Recalls

Vendor shall take immediate action to correct any situation when product integrity is violated. In the event of a mandatory or voluntary recall, Vendor shall remove or authorize disposal of all recalled product from PPSFS

immediately and shall replace the product with new product at no cost to the District as soon as possible. If replacement is not available or possible, credits shall be issued for all recalled product.

Integrity is up to the discretion of the purchaser. A product recall may be enacted at any time within three (3) calendar months of receipt. Vendor must have a traceability system in place in case of a foodborne illness outbreak or recall.

3.14 Monthly statements - Velocity Reports

Monthly and year-end statements reflecting site volume for each individual site and details of purchased goods, including items, quantities, and pricing. Credits and returns or damaged goods by school is expected on monthly reports but not on year-end statements. Monthly statements shall be emailed to the Purchasing Supervisor at mhamilton1@pghschools.org by the fifth day of the following month or the next business day. In lieu of digital statements the Vendor may work with the District to supply invoice data in an online format that can be accessed by the district via a dynamic spreadsheet link.

The chosen Vendor must be able to produce digital monthly and year-end velocity reports in a common spreadsheet format (not PDFs or scans). Detailed reports by site and consolidated reports by district are required. Reports shall be emailed to the Purchasing Supervisor by the fifth day of the following month or the next business day. In lieu of digital reports the Vendor may work with the District to supply invoice data in an online format that can be accessed by the district via a dynamic spreadsheet link.

3.15 Contract Term

The contract term is for a period of two (2) years beginning 01 July 2021 and ending 30 June 2023. PPSFS reserves the right to extend this contract for three (3) additional 1-year terms after the initial two (2) years have expired. This makes for a maximum possible contract of five (5) years.

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

3.15.1 Option to Renew for Subsequent Years

The renewal option is a District prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the District. Vendor will be evaluated at the end of the contract period on their ability to fulfill all requirements as stated in this RFP.

3.15.2 Limited Contract Extension to Maintain Service Levels

It is agreed and understood that this contract may be extended for an additional sixty (60) day transitional period after the contract is scheduled for termination. During this transitional period, the Vendor agrees to continue the same level of service to the District at the same prices while the new contract, also in force, is being mobilized.

3.16 Federal Regulation Compliance Due to the Use of Federal Dollars

Because the items that will be acquired under this proposal will be purchased, in part or in whole, with federal dollars, it is hereby agreed and understood that the products provided will be grown, packed and processed by U.S. purveyors. These products must be packaged and inspected in accordance with applicable regulations (Pure Food, Drug and Cosmetic Act, Agricultural Marketing Act, Fish and Wildlife Act, Meat Inspection Act, The Tariff Act, Poultry Products Inspection Laws, Perishable Agricultural Commodities Act, The Antitrust Laws). Certification of compliance with the following Acts is required: Energy Policy and Conservation Act (P1 94-163); Provisions of Occupancy Safety and Health Act and The Standards and Regulations issued there under; provisions of the Fair Labor Standards Act: Executive Order 11246, “Equal Employment Opportunity” as amended by Executive order 11375; Department of Labor Regulations (41 CFR Part 60); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 117389 and Environmental Protection Agency Regulation (40 CFR Part 15).

3.18 Good Food Purchasing Initiative – Imagine PPS Initiative

The Good Food Purchasing Initiative is the start of a larger policy change being made within the Department of Food Services at Pittsburgh Public Schools. At the time of the posting of this solicitation the Food Service Department of Pittsburgh Public Schools is working with the Board of Education and a coalition of community partners to pass a Good Food Purchasing Policy to guide purchasing prices within the department.

The pending policy will ensure that food purchases made by the department will prioritize high-quality socially responsible products that will promote the health and wellbeing of our students, faculty, staff and community at large. The policy will establish standards and guidelines based on the following:

3.18.1 Local Economies

- This value standard will be established to support the regions economy by sourcing from locally owned small and mid-sized agricultural and food processing operations.
- We define food as “local” if it is grown or produced by an agricultural or food processing operation within 250 miles of the city limits of the city of Pittsburgh; excluding any locales outside of the United States.

- We define food as “regional” as product grown or produced by an agricultural or food processing operation within 400 miles of the city limits of Pittsburgh. Regional preference will be given to those items grown and/or produced in the State of Pennsylvania.
- We define a small sized farm as an operation producing less than \$250,000 of agricultural products annually.
- We define a medium sized or mid-sized farm as an operation producing less than \$1,000,000 of agricultural products annually.

3.18.2 Environmental Sustainability

This value standard will be established to prioritize sourcing from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.

3.18.3 Valued Workforce

This value standard will be established to prioritize safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

3.18.4 Animal Welfare

This value standard will be established to prioritize purchasing meat products that are produced using healthy and humane methods of care.

3.18.5 Nutrition

Promote health and well-being by offering the federally regulated meal-pattern portions of vegetables, fruit, and whole grains. Also, by reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.

The policy will prioritize the elimination of potential harmful food additives, colorings and dyes, high fructose corn syrup, genetically modified foods, pesticides, herbicides, hormones, antibiotics, refined sugar, brominated flour and artificial sweeteners

In support of the District’s already established policy code 228.1 - Food Allergy Management; the Food Services Good Food procurement plan will prioritize the elimination of as many of the top eight food allergens from items served in all meals served by the district to students, faculty and staff. These allergens are soy, wheat, eggs, tree nuts, peanuts, fish, dairy, and shellfish.

3.19 Good Food Purchasing Program Assessments

As part of the GFPP, Pittsburgh Public Schools Food Services will conduct an annual analysis to gain a comprehensive overview of our food procurement trends, understand the extent to which our suppliers are aligned with GFPP values, and set district procurement goals. The analysis aggregates procurement information provided by each of our vendors for produce, meat & poultry, milk & dairy, seafood, and grains & legumes. To complete this analysis, PPSFS requires food vendors to track product information regarding farm/supplier of origin and production location for all products.

3.20 Educational Outreach and Initiatives

It is the belief of the Food Service Department that we are a part of the education of our students regarding food and nutrition knowledge. The successful Vendor will be asked to assist the department in this effort throughout the course of a school year.

3.20.1 Student and Parents

The successful Vendor will be asked to provide supplemental events to the students, parents, and faculty of the district including but not limited to, demonstrations, classroom discussions, tours of local farms, product sampling/tastings, and other educational opportunities upon request of the District.

3.20.2 District Staff Outreach

The successful Vendor will be asked to provide or sponsor supplemental events to PPSFS staff including but not limited to, product handling training, culinary demonstrations, tours of local/regional farms, vendor facility tours, product sampling/tastings, and other educational opportunities upon request of the District.

3.20.3 Source Promotion

Information promoting farmers, their history and practices is valuable to the PPSFS student cafeteria education experience. The Vendor's will be asked to help the District promote the local farmers from whom product is sourced.

Questions may be directed to Malik Hamilton via email; mhamilton1@pghboe.net

We look forward to your response!

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

APPENDIX A
DISTRICT BUILDING SITES

#1 Delivery Site:	Allegheny K-5
Delivery Site Address:	810 Arch Street 15212
#2 Delivery Site:	Arsenal PreK-5
Delivery Site Address:	215 39th St, Pittsburgh, PA 15201
#3 Delivery Site:	Colfax K-8
Delivery Site Address:	2332 Beechwood Blvd, Pittsburgh, PA 15217
#4 Delivery Site:	Concord K-5
Delivery Site Address:	2350 Brownsville Rd, Pittsburgh, PA 15210
#5 Delivery Site:	Langley K-8
Delivery Site Address:	2940 Sheraden Blvd, Pittsburgh, PA 15204
#6 Delivery Site:	Morrow Intermediate
Delivery Site Address:	3530 Fleming Ave, Pittsburgh, PA 15212
#7 Delivery Site:	Pittsburgh Gifted Center / Classical Academy
Delivery Site Address:	1400 Crucible St, Pittsburgh, PA 15205
#8 Delivery Site:	South Brook 6-8
Delivery Site Address:	779 Dunster St, Pittsburgh, PA 15226
#9 Delivery Site:	Sterret Classical Academy
Delivery Site Address:	7100 Reynolds St, Pittsburgh, PA 15208

#10 Delivery Site:	Weil PreK - 5
Delivery Site Address:	2250 Centre Ave, Pittsburgh, PA 15219
#11 Delivery Site:	Allerdice High School
Delivery Site Address:	2409 Shady Ave, Pittsburgh, PA 15217
#12 Delivery Site:	Brashear High School
Delivery Site Address:	590 Crane Ave, Pittsburgh, PA 15216
#13 Delivery Site:	CAPA 6-12
Delivery Site Address:	111 9th St, Pittsburgh, PA 15222
#14 Delivery Site:	Carrick High School
Delivery Site Address:	125 Parkfield St, Pittsburgh, PA 15210
#15 Delivery Site:	Obama Academy
Delivery Site Address:	515 N Highland Ave, Pittsburgh, PA 15206
#16 Delivery Site:	Perry High School
Delivery Site Address:	3875 Perrysville Ave, Pittsburgh, PA 15214
#17 Delivery Site:	Science and Technology Academy (Sci-Tech)
Delivery Site Address:	107 Thackeray Ave, Pittsburgh, PA 15260
#18 Delivery Site:	University Prep / Milliones
Delivery Site Address:	3117 Centre Ave, Pittsburgh, PA 15219
#19 Delivery Site:	Westinghouse Academy
Delivery Site Address:	1101 N Murtland St, Pittsburgh, PA 15208

#20 Delivery Site:	South Hills
Delivery Site Address:	595 Crane Ave, Pittsburgh, PA 15216
#21 Delivery Site:	Foodservice Center
Delivery Site Address:	8 South 13th Street 15203
#22 Delivery Site:	Administration Building
Delivery Site Address:	341 S Bellfield Ave 15213
#23 Delivery Site:	Brookline
Delivery Site Address:	500 Woodbourne Ave 15226
#24 Delivery Site:	Carmalt
Delivery Site Address:	1550 Breining St 15226
#25 Delivery Site:	Greenfield
Delivery Site Address:	1 Alger St 15207
#26 Delivery Site:	King
Delivery Site Address:	50 Montgomery Pl 15212
#27 Delivery Site:	Mifflin
Delivery Site Address:	1290 Mifflin Rd. 15207
#28 Delivery Site:	Miller
Delivery Site Address:	2055 Bedford Ave 15219
#29 Delivery Site:	Minadeo
Delivery Site Address:	6502 Lilac St 15217
#30 Delivery Site:	Sunnyside
Delivery Site Address:	4801 Stanton Ave 15206

#31 Delivery Site:	Westwood
Delivery Site Address:	508 Shadyhill Rd. 15205
#32 Delivery Site:	West Liberty
Delivery Site Address:	785 Dunster St. 15226
#33 Delivery Site:	Arlington
Delivery Site Address:	800 Rectenwald St. 15210
#34 Delivery Site:	Clayton
Delivery Site Address:	1901 Clayton Ave 15214
#35 Delivery Site:	Conroy
Delivery Site Address:	1398 Page St. 15233
#36 Delivery Site:	Oliver
Delivery Site Address:	2323 Brighton Rd. 15212
#37 Delivery Site:	Student Achievement Center
Delivery Site Address:	925 Brushton Ave. 15208

APPENDIX B
CERTIFICATION REGARDING DEBARMENT/SUSPENSION

OMB No. 0505-0027

Expiration Date: 12/31/2018



United States Department of Agriculture

AD-1048

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

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

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

(Read Instructions On Next Page Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME
PROJECT NAME

PR/AWARD NUMBER OR

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(10) Form AD-1048 (REV 07/15)

(11) Page 2 of 2

APPENDIX C
CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks “Sub-awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Attachment D - Non Collusion Affidavit

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

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

I state that:

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

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

(Signature) _____

(Signatory's Name) _____

(Signatory's Title) _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY OF _____ (Month), 20_____
My Commission Expires _____

Notary Public

Appendix E - Good Food Purchasing Documentation

Good Food Purchasing Pledge

We commit to use our purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of food procurement policies has the power to reform the food system, create opportunities for smaller farmers to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods.

We pledge to leverage our purchasing power to support the following values:

Local Economies To support the region’s economy by prioritizing the sourcing of products from locally owned small and mid-sized agricultural and food processing operations. To prioritize the purchasing of local food grown or produced by an agricultural or food processing operation within 250 miles of the city limits of the city of Pittsburgh; excluding any locales outside of the United States. To prioritize the purchasing of regional food grown or produced by an agricultural or food processing operation within 400 miles of the city limits of Pittsburgh with additional preference given to those items grown and/or produced in the State of Pennsylvania. We further support the United States Department of Agriculture’s (USDA) definition of a small sized farm as an operation producing less than \$250,000 of agricultural products annually and medium sized or mid-sized farm as an operation producing less than \$1,000,000 of agricultural products annually.

Environmental sustainability To prioritize sourcing from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.

Valued Workforce To prioritize safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

Animal Welfare To prioritize purchasing meat products that are produced using healthy and humane methods of care.

Nutrition To promote the consumption of high-quality food products, including but not limited to fruits and vegetables, to improve the health and well-being of our community

We further Commit our company to taking the following steps in support of Good Food:

1. As outlined in the Good Food Purchasing Standards from the Center for Good Food Purchasing goodfoodpurchasing.org, we commit to meeting at least the baseline standard for the five value categories listed above.
2. Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.

3. Report annually on implementation progress of the Good Food Purchasing Standards.
4. Participate in the Good Food Purchasing Program, administered by the Center for Good Food Purchasing, and comply with due diligence reporting requirements to verify compliance, measure progress and celebrate success.

Signature of Authorized Agent

Name of Company

Printed Name of Authorized
Agent

Date

Release of Liability for References

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue Pittsburgh Public Schools (PPS), its Board, officers or employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that PPS may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **RFP #2021-1243** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Signature of Authorized Agent

Name of Company

Printed Name of Authorized
Agent

Date

Appendix F – Addendum

Corrections

1. Due to late public posting the Due date for submission of responses is now Monday, 19 April 2021 by 2:00 PM. Respondents are encouraged to submit earlier if possible.
2. The entire RFP timeline has been adjusted to the following:
 - a. **Monday, 12 April 2021** - Proposals are due to Pittsburgh Public Schools Food Service Center.
 - Monday, 23 April 2021 – Friday, 30 April 2021** - Vendor presentations
 - Tuesday, 04 May 2021** – Anticipated date of a final award decision. Decision may be made Earlier
 - Wednesday, 05 May 2021** – Award results submitted to the Board of Education for Approval on or before this date.
 - Wednesday, 26 May 2021** – Final approval or disapproval by Board of Education
 - Thursday, 01 July 2021** – Contract start date

FAQs

1. Is there a minimum third-party audit requirement in regards to food safety?
 - a. 2.1.1 & 2.1.2 address the minimum requirements in this area.
2. Will the level of food safety of the bidder be taken into consideration or rewarded more points?
 - a. At the end of this addenda is a copy of the scoring rubric for this RFP. The items in Section 2.1 Minimum Qualification Documentation will be graded on a Pass/Fail model no points will be awarded
 - b. Members of the selection committee may consider certifications beyond the minimum qualifications applicable to other metrics in the scoring rubric and award points accordingly. (ie Corporate Capability)
3. Are there any samples required prior to presentations?
 - a. No samples should be submitted until requested. Once all submissions have been received respondents will be informed about what products to submit on what date.
4. Section 2.3.5 Social responsibility. The third bullet point requests percentage of large, medium and small farms and total spend. Was local supposed to be inserted in to this request? If not, wouldn't 100% of our spend be with one of these three designations?
 - a. Correct, a typographical error was made and the word local left out. The bullet in question should read as follows:

- i. How many local Large; Medium; and Small farms based on USDA designation, is product being sourced from? What percentage of your total spend for the year 2019 did this account for?*

Scoring Rubric – PPSFS RFP 2021-2312		
Category	Description	Points
Minimum Qualifications Documentation		
Licensing & Registration	Business license, Proof of insurance, and current W-9; verifying that Proposer has business operation(s)/ facility(ies) from which fresh produce will be supplied.	Pass/Fail
	Proof of registration with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188)	Pass/Fail
HAACP	Hazard Analysis and Critical Control Points (HACCP) certification.	Pass/Fail
Attachements	Signed Attachements B, C, D,& E	Pass/Fail
GFPP	Commitment to Good Food Purchasing Initiative	Pass/Fail
Written Proposal		
Financials		
Pricing Structure	Pricing program that establishes fair and reasonable pricing based on usage volume, which allows for an elevated level of accountability and traceability.	70
Invoice Audit	Evaluation of Vendor's original invoices for products listed in Appendix B that represents at least 20% of Vendors total inventory for the week of 08 February 2021.	35
Corporate Capability		
Statement of Corporate Capability	Verifiable experience in the market and core team capabilities	10
Sales Rep	Dedicated sales rep that can meet ongoing support needs of daily service and GFPP goals.	15
Client References	Verifiable service experience in K12 market	15
Equity		
EBE Certifications	Proof of certification as an eligible business enterprise (EBE), which are comprised of businesses owned by ethnic minorities, women, and socially and economically disadvantaged individuals.	20
	How many of the local farms are certified as an eligible business enterprise (EBE), which are comprised of businesses owned by ethnic minorities, women, and socially and economically disadvantaged individuals.	12
Social Responsibility		
Local Economies		
	How many local farms located within 250 miles of the City of Pittsburgh does your company source from? What percentage of your total spend for the year 2019 did this account for?	15

	Farm Size Ratio - How many Large; Medium; and Small farms based on USDA designation, are being sourced from? What percentage of your total spend for the year 2019 did this account for?	12
	How many farms that are designated PA Preferred? What percentage of your total spend for the year 2019 did this account for?	12
	Are you able to provide farm of origin labeling on invoices?	12
	Are you able to provide quarterly sourcing reports showing the farm of origin for all produce purchases and which items are sourced from within Pennsylvania and from within 250 miles of Pittsburgh?	12
Valued Workforce		
	Is your company tracking the fair labor practices of farms from which you purchase?	10
	Do you prioritize purchasing from farms with Union representation?	10
	Do you purchase produce that is Fair Trade Certified by IMO?	10
Environmental Sustainability		
	What policies and procedures are in place to address the usage of short-dated product in your facility?	10
	What policies and procedures are in place to address management of organic waste in your facility?	10
	What Sustainability Certifications does your company hold? (ie. LEED, GBB, Green Seal, etc.)	10
	Total Points	300

Estimated Usage for a Year

The list below is for informational use only. Estimations are based on a single usage month in 2019. Due to the unique nature of the food supply chain March 2019 to the Present an accurate forecast can not be made for the coming school year. The numbers are provided to give non-incumbent respondents a point of reference regarding usage during a school year.

Item Description	Estimated Cases
Fruit, Apple, Granny Smith, 100 ct	558
Fruit, Apples Gala, 125/case	162
Fruit, Apples Red LOCAL, 138 case	684
Fruit, Apples Red, 138/case	288
Fruit, Bananas Premium Yellow 40 lb	1467
Fruit, Cantaloupe 15/case	144
Fruit, Cantaloupe Split 3/Case	306
Fruit, Grapes Lunch Bunch, 21 lb	1053
Fruit, Honeydews 8/Case	144
Fruit, Lemons 2 lb	126
Fruit, Limes 6 count	99
Fruit, Pears D'Anjou 120-135/case	423
Fruit, Pineapple Gold, 6-7 Count	306
Pepper Jalapeno, Fresh 1 lb	9
Radish, Sliced, 1/8", 4/1#/cs, Approx. 32 srvgs per case	36
Salad Mix, 5	414
Salad Mix, Rom/Ice 80/20 Blend w/ Car & Cab, 6/5lb	495
Vegetable, Celery Sticks 4", 5lb, Approx. 50/1.6 oz servings	729
Vegetable Carrot, Tri-Color, Coins 50/2.2 cup servings	63
Vegetable, Broccoli Florets 6/3lb bags, 96/0.5 cup srvgs	144
Vegetable, Broccoli Florets Split 3lb bag, 17/0.5cup srvgs	1269
Vegetable, Cabbage, Shred, Coleslaw, 5#	54
Vegetable, Carrot Tri-Color, Shred 5 lb.	342
Vegetable, Carrots Baby Petites Bulk, 4/5lb, Approx 245/1.3 oz srvgs	864
Vegetable, Carrots Teenies 100/1.6 oz srvgs	675
Vegetable, Carrots, Shredded, 5 lb	189
Vegetable, Celery Sticks 4" 4/5 lb Bulk, Approx 200/1.6oz srvgs	612
Vegetable, Cucumbers 6/case	1800
Vegetable, Green Pepper Strips, IW, 50/1.75	9
Vegetable, Jicama, Diced 3/4", 24/0.5 cup srvgs, 5lb	9
Vegetable, Lettuce Shredded 4/5 lb bags, Approx 132/2.4oz srvgs	369
Vegetable, Lettuce Shredded 5 lb bag	738
Vegetable, Onions Red 5 lb	198
Vegetable, Onions Spanish 10lb	54
Vegetable, Pepper Green 8-12 Count	729
Vegetable, Potatoes Diced Small, 4/5	18
Vegetable, Red Salad Mix, ICEBERG, 4/5#	378

Item Description	Estimated Cases
Vegetable, Salad Mix Red ICEBRG, 5 lb, Approx . 16 servings	513
Vegetable, Snow Pea, 1 lb	198
Vegetable, Spinach 2.5 lb	378
Vegetable, Spinach, 4/2.5 lb	9
Vegetable, Squash Butternut, Diced, 3/4" 5 lb	18
Vegetable, Squash Zucchini, 4 lb	36
Vegetable, Tomato, Cherry, Tri-Color, 10/12 oz	198
Vegetable, Tomatoes 5lb	765
Vegetable, Tomatoes Grape 10 lb, Approx 54/3oz srvgs	405
Vegetable, Tomatoes Grape Split 3lb	675
Vegetable, Yellow Onion, Diced, 5#	99
Vegetable, Zucchini Diced 5/8", 2/5 lb	9
Apple Gala LOCAL	630
Fruit, Apple Golden Delicious LOCAL	405
Fruit, Banana Premium Green on Turn, 40lb	477
Fruit, Clementine, Halos, 10/3 lb, approx. 115 ct	1071
Fruit, Orange, Fancy, 138 ct	1242
Fruit, Pear Bosc, 40lb	207