

Pittsburgh BOE Food Services Department – Pittsburgh Public Schools RFP #2021-2



Name & Number	<u>Pittsburgh BOE Food Services Department – Pittsburgh Public Schools RFP #2021-2</u>
	Issued on: Monday, June 22, 2020 Final date for written questions: Monday, June 29, 2020 RFP due date: Thursday, July 02, 2020 No late offers will be entertained.
<u>Mail or Deliver to:</u> (Faxed RFPs will not be accepted)	Pittsburgh Public Schools Food Services c/o Malik Hamilton, Purchasing Supervisor 8 South 13th Street Pittsburgh, PA 15203 Email: mhamilton1@pghschools.org
Deadline For RFP	2:00 PM on Thursday, July 02, 2020
Submit questions in writing to:	Malik Hamilton - mhamilton1@pghschools.org

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 #2021-2 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 _____

Pittsburgh Public Schools Food Service
Standard Bid Requirements

Sealed bids for materials listed herein will be received in the Food Service Center until 2:00 PM on the day specified herein. **NO LATE SUBMISSIONS WILL BE ACCEPTED FOR ANY REASON.**

1. These bids are being received according to law as set forth in the Public School Code of 1949, as amended.
2. All bids shall be returned clearly marked according to bid number, bid name and date of opening and addressed to Pittsburgh Public Schools Food Service Center, 8 South 13th Street, Pittsburgh, PA 15203. NO FAX OR EMAIL BIDS ACCEPTED.
3. The Bidder is responsible for ensuring that the Bid documents are submitted inside a sealed envelope or other such container and is delivered to the Purchasing Supervisor prior to 2:00 PM on the date of the Bid Opening. Bid documents delivered to another school district employee, even if a signature is obtained, **is not** sufficient to meet the requirements of this Bid Condition. The School District will not be responsible for the failure of any of its employees or any mail delivery service to deliver documents prior to the time and date specified herein.
4. One copy of this Bid Inquiry is provided to each bidder. One copy is to be filled out, signed, and returned to the Pittsburgh Public Schools Food Service Center. ONLY ENVELOPES WITH THE DESIGNATED BID NUMBER (RFP #2021-2) WILL BE ACCEPTED.
5. Bids shall be submitted 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 a case, the unit being bid should be changed on this bid document to reflect the industry standard. Vendors must bid on ALL items to be considered for bid.
7. Prices quoted will be considered net unless otherwise noted on bid. No escalator clauses will be permitted unless provided for in the Bid format.
8. Prices quoted must include all costs for transportation and delivery inside the building at the locations indicated in Attachment A. Any discount, standard rebate, or promotional allowance must be indicated on this inquiry. For USDA processed items, the processor shall invoice Pittsburgh Public Schools at the net case price which shall reflect a discount for the value of the donated commodity. Pittsburgh Public Schools will not accept the Refund and Hybrid systems for commodity valuation and/or payment processing.
9. Not more than one alternate product may be quoted on any single item of the bid. Description and pricing for such alternates must be typed in on this document immediately below space for pricing of primary bid unless otherwise agreed upon.
10. All bids shall be effective for a period of one (1) year from the contract effective date of this bid, and no bid may be withdrawn prior thereto.

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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 if requested, alternative articles as specified, or will match, with a substitute item, the matches the specifications of the original item requested by the Board. Where samples are requested on items bid, failure to provide such samples may result in the automatic disqualification for the bid for those items.
12. Samples to receive consideration must be delivered to the Food Service Center located at 8 South 13th Street, Pittsburgh, PA 15203, unless otherwise specified, and all charges for transportation, including drayage, must be paid by the bidder. Samples must be delivered to a site assigned to the bidder by the bid committee on the date designated by the same.
13. The Director of Food Service shall have full power and authority to reject any and all materials furnished which in his/her opinion, are not in strict compliance and conformity with the requirements of the specifications, or equal in every respect to the samples submitted. The decision of said Director shall be final, conclusive, and without exceptions or appeal. All articles so rejected shall promptly be removed from the premises of the Board at the cost of the Vendor.
14. The Board of Public Education reserves the right to increase or decrease estimated quantities of items to be purchased to reflect actual Board needs at the time that order(s) are issued. Such additional quantities will be purchased at the price indicated on this bid.
15. This is a request for pricing only, not a guarantee of an order. Orders will be placed through official Board of Education Purchase Orders generated by the Food Service Department.
16. 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.
17. Vendors must have active knowledge with the Green Seal Program, involving sustainable food; energy management & conservation; water consumption & management; air quality; waste reduction & management; cleaning & landscape management; and overall company responsibility.
18. Vendors must have active knowledge with the Good Food Purchasing Program, involving local economies, environmental sustainability, valued workforce, animal welfare and nutrition.

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

COMPANY NAME: _____

AUTHORIZED SIGNATURE

Note to Vendors

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

Section 1 - Background & Purpose

1.1 Introduction

The Food Service Department of Pittsburgh Public Schools, hereinafter referred to as (PPSFS), operates as a self-operated food service operation. PPSFS provides meal services at 54 school cafeteria locations throughout the district, as well as, approximately 36 Early Childhood Centers. The department currently employs approximately 200 employees. At max capacity employee population would be approximately 240. This includes managers and supervisory staff as well as food service workers.

The Pittsburgh Public Schools Board of Education (PGHBOE) is the legal entity and governing authority that will grant the resulting contracts. PGHBOE does not guarantee a purchase volume or expenditure amount under the resultant contracts. Any resulting contracts will be considered “non-exclusive” as PGHBOE reserves the right to purchase products from a third-party supplier in the event a product is not available from the primary Vendor without issuing a new solicitation. 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 Uniform Pants and Shirts including fitting services and distribution in conjunction with the needs of the Food Services Department. PGH BOE through PPSFS is looking for a Vendor partner that is willing and able to foster a mutually beneficial relationship of trust and transparency and to work with PPSFS to think, act, and operate in flexible and creative ways as we stride to build a stronger food service program that can benefit our district and community as a whole.

At the end of the proposal process the successful Vendor will be designated as the sole 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 such items, especially for specialty program needs if applicable.

The contract term is for a period of TWO (2) years beginning 01 July 2020 and ending 30 June 2022. Prices shall remain firm for a minimum of two years and may be adjusted

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each year thereafter based upon the Consumer Price Index, U. S. Average for all urban consumers or 2.5%, whichever is less.

The School District may wish to extend this contract for three (3) additional school years. Any contract resulting from this solicitation may be extended for a period not to exceed FIVE (5) contract years upon the agreement of both the Vendor and the Pittsburgh Public Schools Food Services Department on behalf of the Pittsburgh Board of Education.

PGBOE and PPSFFS reserves the right to cancel this RFP at any time and for any reason.

SECTION 2 – SPECIFICATIONS

A. Shirts – For Food Service Workers

- New garments to be provided at the beginning of this contract and each year thereafter where applicable.
- Clothing to be delivered at the start of each school year (Late August) or at the time that the employee begins employment.
- Up to three (3) Shirts will be provided to each employee as requested by PPSFSD.
- Style - Polyester Polo Shirt with moisture-wicking – Sizes XS-4XL, Royal Blue with ***Pittsburgh Schools Food Service logo*** on the left front side of the shirt.

Key Features:

- 100% Polyester
- 4.1 oz, moisture-wicking micro-pointelle mesh
- Self-fabric collar
- Rolled forward shoulders with single-needle topstitching
- Single-needle topstitching on armholes
- Machine Washable
- Men’s and Women’s Styles

B. Shirts – For Food Service Managers

- New garments to be provided at the beginning of this contract and each year thereafter where applicable.
- Clothing to be delivered at the start of each school year (Late August) or at the time that the employee begins employment.
- As many Shirts as desired by the manager will be provided to each employee as requested by PPSFSD.

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- Style - Polyester Polo Shirt with moisture-wicking – Sizes XS-4XL, Black with *Pittsburgh Schools Food Service Manger logo* on the left front side of the shirt.

Key Features:

- 100% Polyester
- 4.1 oz, moisture-wicking micro-pointelle mesh
- Self-fabric collar
- Rolled forward shoulders with single-needle topstitching
- Single-needle topstitching on armholes
- Machine Washable
- Men’s and Women’s Styles

C. Pants

- New garments to be provided at the beginning of this contract and each year thereafter where applicable.
- Clothing to be delivered at the start of each school year (Late August) or at the time that the employee begins employment.
- Up to two (2) pairs of Pants will be provided to each employee as requested by PPSFSD.
- Style - Full Elastic Waist Cargo Pant – Black Size XS to 5X

Key Features:

- 65% Polyester/35% Cotton
- Machine Washable
- Full elastic waistband
- Traditional rise
- Straight leg
- Relaxed hip and thigh
- Men’s and Women’s Styles

D. Fitting

Each person must be individually measured and fitted at their assigned PGHBOE PPSFSD site prior to first delivery of garments. During the first two weeks of service, vendor shall make necessary adjustments and provide necessary replacements at no additional cost. Additional fitting opportunities will be available prior to the start of each school year in August during staff training meetings.

E. Distribution

Distribution of uniforms is preferred to be handled directly to the school site that the employee is assigned. The Food Services Department is willing to work with the awarded vendor if it is more financially viable for both groups for new employee uniforms to be distributed to the Food Service Center for internal distribution. Due to the volume of uniforms needed for the beginning of the school year (Late August) the Department requests that winning vendor deliver those uniforms directly to the school sites. Bidders are asked to quote the least expensive option for distribution.

SECTION 3 – TERMS & CONDITIONS

PPSFSD reserves the right to reject any or all proposals or any portion thereof deemed unsatisfactory, or to select single items from any proposal.

All prices to PPSFSD will remain as quoted on the RFP regardless of award status.

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

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

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

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

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

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

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- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

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

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

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

Clean Air Act and Energy Policy and Conservation Act:

Bidder shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 71, and any related state energy laws, as applicable. Bidder shall report all violations to PPSFSD and to the relevant federal or state agency as appropriate.

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

Indemnify and Hold Harmless: Bidder shall indemnify, defend and hold harmless PPSFSD and it's member schools, its directors, officers, employees, and agents from and against and all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Bidder's negligence, breach or other performance of the Awarded Contract, or violation of any law or right of a third party, or that of Bidders' employees, subcontractors, or agents. Bidder will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold harmless the School and its directors, officers, employees,

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and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under the Awarded Contract.

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

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

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

Non-discrimination Statement: Discrimination is prohibited against customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

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

*** Reciprocal Limitations Act. This Act authorizes the imposition of preferential bidding limitations against non-resident bidders or suppliers of goods when the state of such non-resident imposes or applies preferential bidding limitations on Pennsylvania bidders or suppliers of goods. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular good, supply, equipment, material or printing.*

All invitations to bid for the purchase of goods, supplies, equipment, materials and printing exceeding the amount established by the Department of General Services for small procurements shall include a list of all the states that have been found by the Department of General Services to have applied a preference and the

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amount of the preference. Further, all invitations to bid and notices issued for the purpose of securing bids for construction and for supplies shall include a list of all states that apply a prohibition against certain items and shall inform potential bidders that they are prohibited from using goods, supplies, equipment, materials or printing from those states. 62 Pa.C.S.A. §§ 107 & 514.

SECTION 4 - SUBMISSIONS

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

Product/Pricing Forms: All product information and pricing must be submitted on the forms provided. All columns must be completed for each product entered. Pricing and case information must be completed in ink or typewritten. Any delivery stipulations and/or conditions must be in writing. Pricing quotes should be for delivery direct to the 54 site locations that Pittsburgh Public Schools Food Service Department operates (see Attachment A) and should include Shipping and Handling of the product and service requested. The product pricing form(s) attached are to be completed and returned in hard copy **as well as electronic format** on a flash drive.

SECTION 5 - Evaluation Method and Criteria

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

Proposals will be scored by a team of PPSFSD Supervisory staff. RFP contracts that do not meet mandatory requirements will be disqualified.

The following criteria will be evaluated: Pricing Quotes (35 pts), Quality of Goods (30 pts), References (20 pts), Minority/Women Business Enterprise Certification (10 pts), and Compliance with and Completion of RFP Solicitation including Product Pricing Forms (5 pts).

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

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

SECTION 6 - Production and Delivery

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

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

SECTION 7 - Calendar Timeline of Events

The required dates and times by which actions must be completed and, where applicable, locations are listed in the Timeline. If PPSFSD determines that it is necessary to change a date, time, or location, it will issue an addendum to this solicitation. All times noted in this RFP refer to Eastern Standard Time.

Friday, June 19, 2020	RFP issue date Advertised and posted on PPSFSD website
Friday, June 26, 2020	Final date for written questions
Thursday, July 2, 2020	RFP due date 2:00 pm (EST) Pittsburgh Public Schools Food Services Department Attention: Malik Hamilton, Purchasing Supervisor 8 South 13th Street Pittsburgh, PA 15203
Monday, July 6, 2020	RFPs are opened and scored. Winning Bidder (if any) will be notified by email.

SECTION 8 - Protest and Protest Procedure

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

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

or, if requested,

mhamilton1@pghschools.org

SECTION 9 - List of Attachments

Attachment A:

List of Sites

Attachment B:

Proposal Agreement

Attachment C:

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

Attachment D:

Certification Regarding Lobbying

Attachment E:

Reciprocal Limitations Act

Attachment F:

Non-Collusion Certification

Attachment G:

Minority/Woman-Owned Business Enterprise (MWBE) Certification

Attachment H:

PPSFSD Protest Form and Instructions

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Attachment A – Site List

School	Address	Zip Code
Allderdice	2409 Shady Av	15217
Allegheny	810 Arch Street	15212
Arlington	800 Rectenald Street	15210
Arsenal	220 40th St.	15201
Banksville	1001 Carnahan Rd	15216
Beechwood	810 Rockland Ave	15216
Brashear	590 Crane Ave	15216
Brookline	500 Woodbourne Ave.	15226
CAPA	111 9th St	15222
Carmalt	1550 Breining St.	15234
Carrick	125 Parkfield St	15210
Chartiers ECC	3799 Chartiers Ave	15204
Childrens Museum ECC	10 Children's Way	15212
Gifted Center	1400 Crucible St.	15205
Classical Academy	1463 Chartiers Ave 3rd Floor	15220
Clayton	1901 Clayton Ave.	15214
Colfax	2332 Beechwood Blvd.	15217
Concord	2350 Brownsville Rd.	15210
Conroy	1398 Page Street	15233
Crescent ECC	8080 Bennett St	15221
Dilworth	6200 Stanton Ave	15206
Faison	7430 Tioga St	15208
Fulton	5799 Hampton St	15206
Grandview	845 McLain St	15210
Greenfield	1 Alger St.	15207
King	50 Montgomery Pl.	15212
Langley	2940 Sheraden Blvd.	15204
Liberty	601 Filbert	15232
Lincoln	328 Lincoln Ave	15206
Linden	725 S Linden Ave	15208
Manchester	1612 Manhattan St	15233
Mifflin	1290 Mifflin Rd.	15207
Miller	2055 Bedford Ave.	15219
Milliones/U-Prep	3117 Centere Ave	15219
Minadeo	6502 Lilac St.	15217
Montessori	201 S Graham St	15206
Morrow Intermediate	3530 Fleming Avenue	15212
Morrow Primary	1611 Davis Ave	15212
School	Address	Zip Code

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Obama	515 N Highland Ave	15206
Oliver	2323 Brighton Road	15212
Perry	3875 Perrysville Ave	15214
Phillips	1901 Sarah St	15203
Roosevelt Intermediate	17 W Cherryhill St	15210
Roosevelt Primary	200 The Blvd	15210
Schiller	1018 Peralta St	15212
Sci-Tech	107 Thackeray Ave	15260
South Brook	779 Dunster Ave.	15226
South Hills	595 Crane Ave.	15216
Spring Garden ECC	1501 Spring Garden Ave	15212
Spring Hill	1351 Damas St.	15212
Sterrett	7100 Reynolds St.	15208
Student Achievement	925 Brushton Ave.	15208
Sunnyside	4801 Stanton Ave.	15206
Weil	2250 Centre Ave.	15219
West Liberty	785 Dunster St	15226
Westinghouse	1101 N Murtland St	15208
Westwood	508 Shadyhill Rd	15205
Whittier	150 Meridan St	15211
Woolslair	501 40th St	15224
Food Service Center	8 South 13 th St.	15203

Attachment B - Proposal Agreement

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

Vendor Contact Information

Name of Vendor: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____

Phone: _____

Fax: _____

E-Mail: _____

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

Vendor Representative Name - Print

Vendor Representative Name - Signature

Vendor Representative Title

Date

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

This form is available electronically.

OMB No. 0505-0027

Expiration Date: 12/31/2018

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

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

(Read Instructions On Page Before Completing Certification)

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

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

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

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

Instructions for Certification

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(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 07/15)

Attachment D - Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:	Date:
Name and Title	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

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

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

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

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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.

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1. Type of Federal Action <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	2. Status of Federal Action <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	3. Report Type <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number: (if known)	9. Award Amount: (if known)	
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)	10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)	
11. Amount of Payment: (check all that apply) \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>	13. Type of Payment: (check all that apply) <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____	
12. Form of Payment: (check all that apply) <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)		
15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		

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16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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Attachment E - Reciprocal Limitations Act

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

B. Requirements.

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

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

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

C. Department of General Services Responsibilities.

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

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

D. Bid Requirements.

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

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

3. Bidder Residency.

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

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

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

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

G. Procedures.

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

References:

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

Attachment F - Non Collusion Affidavit

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

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NON-COLLUSION AFFIDAVIT

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

I state that:

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

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

(Signature) _____

(Signatory's Name) _____

(Signatory's Title) _____

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

My Commission Expires _____

Notary Public

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

Does the Vendor responding to this RFP hold a MWBE Certification? *(circle one)* **Yes** **No**

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

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

Vendor Name

Certification Number

Vendor Representative Signature

Attachment H - Notice of Protest and Protest Procedures

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

PROTESTING PARTY: _____

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

REASON FOR PROTEST:

RELEVANT INFORMATION (attach documents as needed):

Do not write below. For PPSFSD use only.

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

Date Forwarded to PPSFSD BOD: _____

Date Forwarded to Awarded Contractor or Eligible Respondents: _____

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

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

Signature of Director of Foodservices _____

Signature Date _____

CONTRACT SOLICITATION AND AWARD PROTEST PROCEDURE POLICY

Manufacturers or distributors who disagree or are otherwise aggrieved by the competitive procurement process for contract solicitation and award have the right by federal regulation to enter into a formal protest with Pittsburgh Regional Food Service Directors (PPSFSD).

PROCEDURE:

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

Protests may be by any of the following:

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

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

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

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

Protests must be filed utilizing the form titled, "Notice of Protest." Appropriate documentation or relevant information may be included as attachments to the form when completed and returned. Issues not raised in the original written protest are deemed to be waived and may not be raised on appeal. All

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documentation is forwarded to the Board of Directors for PPSFSD for review and consideration within five (5) days of receipt.

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

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

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

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

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

If such determination is made after execution of the contract and the contractor has acted fraudulently or in bad faith, the contract may be 1) declared void; 2) modified to comply with the law and with the consent of all parties; or 3) ratified and affirmed if doing so is in the best interest of the PPSFSD membership.

A copy of the protest determination will be sent to the protesting party and any other person determined to be affected by the decision within five (5) days of the determination being made.

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This protest procedure is only applicable to PPSFSD as an organization of School Food Authorities (SFAs) and does not extend to competitive procurement processes of individual SFAs or their third-parties.