

<i>Request for Proposal</i>	
Number	2017- 04110529
Name	<i>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
Deadline	2:00 PM on Monday, 22 May, 2017

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 #2017- 04110529 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 _____

**Pittsburgh Public Schools Food Service
Standard Bid Requirements**

Sealed bids for material listed herein will be received in the Food Service Administrative Office until 2:00 PM on the day specified herein and will be opened at the same hour in the Food Service Center Conference Room. **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 in a clearly marked envelope according to bid number, bid name and date of opening and addressed to The Food Service Center, 8 South 13th Street, Pittsburgh, PA 15203. **NO FAX OR EMAIL BIDS ACCEPTED.**
3. The Bidder is responsible for ensuring that the Bid document are submitted inside a sealed envelope and is deposited into the locked bid box in the Food Service Center, 2nd Floor Lobby prior to 2:00 PM on the date of the Bid Opening. Bid document delivered to a school district employee, even if a signature is obtained, **is not** sufficient to meet the requirements of this Bid Condition. The School District will not be responsible for the failure of any of its employees or any mail delivery service to place a bid document in the designated bid box prior to the time and date for the public opening of this Bid.
4. One copy of this Bid Inquiry is provided to each bidder. One copy is to be filled out, signed, and returned to the Board of Public Education's Food Service Center Administrative Office. **ONLY ENVELOPES WITH THE DESIGNATED BID NUMBER (RFP #2017-04080529) 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 case, the unit being bid should be changed on this bid document to reflect the industry standard. Vendors must bid on ALL items to be considered for bid.
7. Prices quoted will be considered net unless otherwise noted on bid. No escalator clauses will be permitted unless provided for in the Bid format.
8. Prices quoted must include all costs for transportation and delivery inside the building at the locations indicated in Appendix 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.
10. All bids shall be effective for a period of 30 days from the opening date of this bid, and no bid may

be withdrawn prior thereto.

11. In all cases, where no sample is submitted by the bidder, it will be understood that the bidder agrees to furnish the exact article requested, alternative articles as specified, or will match, with a substitute item, 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 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.

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

Company Name: _____

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.

Corrections and FAQs

RFP 2017-04110529

11 May 2017

We would like to address some questions submitted regarding the RFP for Procurement of Produce by Pittsburgh Public Schools Food Services on behalf of the Pittsburgh Board of Education. We apologize for any inconvenience. (11 May 2017)

1. Conflicting Invoice dates for pricing sections 4.1 – Pricing and Variable costs, 9.1 Scoring Criteria, and 9.2 Proposal Submission.
 - a. These sections provide conflicting information regarding what verifiable invoices we are seeking in order to evaluate the submitted bids. Because so many conflicting dates were in the RFP we've made the decision to choose a new date all together in the hopes that it will eliminate confusion and provide a more equitable evaluation.
 - i. (Correction) To ensure that the awarding process is fair and that bidders are judged equitably the District requires Vendors to submit proof of purchase price on the listed bid items in Appendix B utilizing a copy of the most recent invoice that represents at least 20% of Vendors total inventory for the week of 10 April 2017.
 - ii. (Correction 9.1) Inclusion with RFP response of Vendor's original invoices for products listed in Appendix B 4.1 that represents at least 20% of Vendors total inventory for the week of 10 April 2017. (10 pts)
 - iii. (Correction 9.2) Vendor original invoices for products received for the week of 10 April 2017.
2. Scoring Points - Section 9.1 Scoring Criteria.
 - a. This section states that there are 120 points possible in the scoring criteria. This was a miscalculation there are 122 points possible.
3. Award Dates – Section 9.1 Scoring Criteria
 - a. This section states that the award date is Tuesday, 29 May 2017 (or sooner) the award date is Tuesday, 30 May 2017 (or sooner).
4. Product Specs – Appendix B: Bid items and & historical usage
 - a. (Original) Line #43 - Pineapple, Golden (product of Hawaii, Philippines or Thailand only)

1	*	ea	ea
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 - i. Alternate Sources of Origin are acceptable.
 - ii. (Original) Line #45 – Potatoes, Russet , Idaho U.S. No. 1 Grade Standard, 120 size

100	3	oz	cs
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 - iii. (Correction) Potatoes, Russet , Idaho U.S. No. 1 Grade Standard, 120 size

120	3	oz	cs
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 - b. (Original) Line #47 – Spinach, Flat or Baby
 - i. Either/or – Best available pricing, quality, and availability – Both may be bid
 - c. (Original) Line #50 - Strawberries, U.S. No. 1 Grade Standard, California or Florida

12	pint	flat
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 - i. Alternative case sizes are acceptable.



- d. (Original) Line #52 -
Tomatoes Sliced 2 2 lb cs
 - i. (Correction) Tomatoes Sliced 5x6 or 6x6 2 2 lb cs
5. Product Specs – Introduction pg. 2 Lines 6 & 9
- a. To facilitate the Vendor’s ability to make any necessary adjustments to the spec sheet for bidding purposes an editable document is available in Excel (.xlsx) format by request at mhamilton1@pghboe.net.

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. 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 25,000 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 a number of other federal and state funded programs including the Child and Adult Care Food Program (CACFP) and the Afterschool Snack Program which adds considerably to our daily totals.

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

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. 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 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 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 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, and PPSFS’s Harvest of the Month program.

The contract term is for a period of ONE (1) year beginning 01 July 2017 and ending 30 June 2018. The School District may wish to extend this contract for three (3) additional school years, (01 July 2018 to 30 June 2019; 01 July 2019 to 30 June 2020, 01 July 2020 to 30 June 2021). Any contract resulting from this solicitation may be extended for a period not to exceed FOUR (4) contract years upon the mutual agreement of both the Vendor and the Pittsburgh Board of Education.

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

SECTION 2 – VENDOR QUALIFICATIONS

2.1 Corporate capability

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

Please detail pertinent information in proposal documentation.

- Products must be packed under continuous USDA inspection where applicable.
- 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.
- Vendor must have a Quality Control Team to monitor the quality of fresh produce entering and leaving the facility daily.
- Upon delivery, an authorized receiver at each site will spot check for external and internal damage, cleanliness, defects, spoilage, count, temperatures, and any other inspections deemed necessary by the Warehouse Supervisor. PPSFS reserves the right to make final disposition of all internal damaged materials at a later date.
- Vendor must be HACCP Certified.
- Vendor must have a written Standard Operational Procedure for product recalls.
- Vendor must be registered with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188)

2.2 Client References

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

SECTION 3 – PRODUCT STANDARDS AND SPECIFICATIONS

3.1 USDA Standard

All portions must conform to the standards published in the USDA food-buying guide for the school lunch program.

3.2 Additives

The use of natural preservatives is to 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.

3.3 Produce Quality Assurance

3.3.1 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 with the exception of 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.

3.3.2 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

3.4 Nutritional Value Analysis *Must be available in electronic PDF file*

The Bidder is to include with the bid submission, on a separate sheet per item, a complete nutritional analysis of each applicable product being quoted. 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	
Carbohydrate (grams)	Dietary Fiber (grams)
Sugar:	Protein (grams), (%RDA)
Refined Sugar (grams)	Cholesterol (mgs)
Processed Sugar (grams)	
Sodium (mgs)	
Declarations of all known allergens	

3.5 Ingredient Verification

CN Label or information verifying the protein, bread, and vegetable equivalents on the National School Lunch Program must be included with bid, if applicable.

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:

- A. Mandatory identification of Country of Origin;
- B. Mandatory identification of Pennsylvania products;
- C. Mandatory identification of Regional products as defined in
- D. Preferred state of origin of other products
- E. 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:

- A. Description of contents
- B. Product Code Numbers
- C. Processing Date: month/day/year
- D. Lot Number: Manufacturer's lot or batch number listed under the processing date.
- E. Wholesomeness Stamp: USDA plant number (if applicable)
- F. Ingredient Statement: Ingredients must be listed in order of predominance.
- G. 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.

SECTION 4 – PRICING

4.1 Pricing and Variable Costs

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

In the past the District has purchased produce on a “cost-plus markup” system based on the USDA terminal market reports from Pittsburgh or Baltimore. PPSFS feels that requiring pricing based on this method may not be serving the District’s best interests.

As such 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.

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.

To ensure that the awarding process is fair and that bidders are judged equitably its the District requires Vendors to submit proof of purchase price on the listed bid items in Appendix B utilizing a copy of the most recent invoice that represents at least 20% of Vendors total inventory for the week of 15 May 2017.

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.

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

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

All prices indicated in #2017- 04110529 must be held firm from July 1, 2017 through June 30, 2018 and all subsequent extensions years, with the exception of commodity allowance values and any pre-determined variations that are agreed upon by both parties. Should this contract be canceled for reasons of non-availability of funds, cancellation would take place on the last day of the original appropriation period, June 30, 2019. In the event of cancellation of non-availability of funds, 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.

Indicate your company's willingness to extend this contract per the terms listed above:

YES: _____ NO: _____

4.2 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.

4.3 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)

4.4 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).

PPSFS may offer the opportunity for Vendors to be paid through the procurement card (P-Card). Purchasing transactions utilizing the P-Card will usually result in payment to Vendor in three days.

All charges must be reflected in the original bid price.

SECTION 5 – ORDERING AND DELIVERIES

5.1 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, User Name, Password, and the FTP File Format and FTP File Name Format selections will be required in order for PPSFS orders to be received by the Vendor. For FTP file format EDI850 required information includes: FTP Address, FTP Folder, User Name, Password, and the FTP File Format, FTP File Name Format selections, District ISA, District GS ID, Vendor ISA, and Vendor GS ID.

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.

5.2 Deliveries

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

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

5.2.1 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 twice a week, 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 (see Appendix C for 2017-18 District Calendar).

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

5.2.2 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.

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

5.2.4 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.

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

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

5.2.6 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.

5.2.7 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.

5.2.8 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.

5.2.9 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.

5.2.10 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.

5.2.11 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.

5.2.12 Re-procurement

In the event that 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.

5.2.13 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.

Section 6 - Reporting and Documentation**6.1 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@pghboe.net by the fifth day of the following month. 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. 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.

Section 7 – Additional Terms and Conditions

7.1 Contract Term

The contract term is for a period of ONE (1) year beginning 01 July 2017 and ending 30 June 2018. The School District may wish to extend this contract for three (3) additional school years, (01 July 2018 to 30 June 2019; 01 July 2019 to 30 June 2020, 01 July 2020 to 30 June 2021). Any contract resulting from this solicitation may be extended for a period not to exceed FOUR (4) contract years upon the mutual agreement of both the Vendor and the Pittsburgh Board of Education.

The District will consider an alternative contract term; however, we reserve the right to reject any or all proposals offered with an alternate term.

7.2 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.

7.3 Limited Contract Extension to Maintain Service Levels

It is hereby 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.

7.4 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).

Section 8 - Specialty Initiatives

8.1 LOCAL & REGIONAL PRODUCE /FARMS

Pittsburgh Public Schools Food Services and The Board of Education are committed to providing opportunities for our students to learn about foods grown and produced throughout the global food system. Specifically PPSFS desires to expose students to the wide variety of produce cultivated in the region and the state. Every effort must be made to procure local produce during the appropriate seasons with appropriate produce when available.

The District expects that all produce offered will be of domestic origin (as much as the prevailing market conditions allow, with the notable exception of items such as bananas, pineapples, ginger, etc).

For the purpose of this bid and subsequent contract Pittsburgh Public Schools Food Services defines local as being 200 miles from Pittsburgh City Center unless that site is not located within the states of Pennsylvania, Ohio, New York, Virginia or Maryland.

The District preference is to purchase local produce, balancing origin with quality and cost.

If there is a discrepancy between local origin and quality (e.g. local Colorado Yukon potatoes are lower in quality this week than the Idaho Yukon potatoes), the District expects the Vendor to give PPSFS the option of purchasing either choice, making their determination based on weighing quality versus price versus local origin.

When local produce cannot be procured in keeping with the above definition of local the following are the District's ranked preferences.

- Product sourced within the state of Pennsylvania (PA Preferred)
- Product sourced within the state of Pennsylvania with Homegrown by Heroes membership.
- Sites located within the watersheds of the Allegheny, Ohio, and Monongahela Rivers.

A list of local items with date/range of availability, the % of local produce that can be procured and costs; including cost from the source to the Vendor and to the Vendor to the District. Please write in any additional local produce in the empty spaces on the form. Vendor shall provide a list

of all farms which supply produce.

8.2 Educational Outreach and Initiatives

8.2.1 District Student/Parent/Faculty Outreach

The successful Vendor will be open to providing 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/testings, and other educational opportunities upon request of the District.

8.2.2 District Staff Outreach

The successful Vendor will be open to providing supplemental events to PPSFS staff including but not limited to, product handling training, culinary demonstrations, tours of local/regional farms, product sampling/testings, and other educational opportunities upon request of the District.

8.2.3 “UGLY” PRODUCE INITIATIVE

PPSFS is seeking to be conscious and conscientious of the ever increasing waste produced by our sites, our community, and our partners. A long-term goal for the District is to begin sourcing produce “seconds” that otherwise would not make it to market due to misshapen characteristics. We are also interested in educating our students, staff, and community about the nutritive quality of these produce options in spite of their appearance.

The successful Vendor will be open to providing supplemental events to students, parents, faculty, and staff of the District surrounding the use of “Ugly” Produce.

8.2.4 Source Promotion

Information promoting farmers, their history and practices is a valuable asset to the PPSFS student cafeteria education experience. The Vendor’s ability to help the District promote the local farmers from whom product is sourced is preferred.

Section 9 - Award

9.1 Scoring Criteria

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.

This RFP will be awarded on **Tuesday, 29 May 2017** (or sooner) based on an overall grading system of categories (120 pts possible)

- Proposed pricing program structure (25 points)
- Ability to deliver per proposed schedule (15 pts)
- Inclusion with RFP response of Vendor's original invoices for products listed in Appendix B 4.1 that represents at least 20% of Vendors total inventory for the week of 15 May 2017. (10 pts)
- Quality assurance, traceability and HACCP systems information (15 pts)
- Inclusion with RFP response and quality of example Weekly Produce Offering (5 pts)
- Corporate capability and experience as measured by performance record, relevant experience, number of SFAs served, client retention and satisfaction, and references. (10 pts)
- A demonstrated history of prioritizing Pennsylvania-grown purchases and a plan for optimizing local and regional purchasing for PPSFS (10 pts)
- Administrative Requirements (including ability to provide monthly velocity reports; ability to identify origin of product on invoices and reports (10 pts)
- Willingness to partner with the District in educational outreach and initiatives (5 pts)
- ID processing facility for cut/bagged produce (5 pts)
- MBE/WBE Certification (12 pts)

Priority Rank 1 (12 points)	Proposals submitted by Small Disadvantaged Businesses.
Priority Rank 2 (8 points)	Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
Priority Rank 3 (6 points)	Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
Priority Rank 4 (4 points)	Proposals submitted by Socially Disadvantaged Businesses.

9.2 Proposal Submission

1. Cover Letter
2. Proposed Case Markup Price
3. Vendor Qualifications, including but not limited to:

- a. Vendor original invoices products in for date periods: September 1, 2016; January 1, 2017; and April 1, 2017.
 - b. Ability to deliver to all 51 sites on Mondays before lunch service
 - c. HACCP program
 - d. Traceability system
 - e. Quality Assurance system
 - f. Example of weekly produce offerings, week of 22 May 2017
4. Corporate capabilities
 - a. Willingness to and history of prioritizing Pennsylvania-grown purchasing
 - b. Willingness to and history of working with local aggregators/farmers
 - c. Ability to identify origin of product on invoices and in reports
 - d. Ability to provide marketing information about local and regional farms
 - e. Three (3) school food/institutional client references
 4. Signed Vendor Proposal
 5. Signed Disclosure of Lobbying Activities
 6. Signed Suspension and Debarment Certification

9.3 Schedule for Vendor Selection

Monday, 22 May 2017 by 2:00 PM EST - Proposals are due to Pittsburgh Public Schools Food Service Center. Proposals will be opened.

Tuesday, 23 May 2017 - Vendors will be assigned sample delivery date and location.

Wednesday, 24 May – Friday, 26 May 2017 - Vendors pricing presentation meetings scheduled

Tuesday, 30 May 2017 - Proposal Awarded

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
Delivery Site Address:	107 Thackeray Ave, Pittsburgh, PA 15260
#18 Delivery Site:	University Prep
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

APPENDIX B
BID ITEMS & HISTORICAL USAGE

APPENDIX B BID ITEMS & HISTORICAL USAGE

Line #	Vendor #	ESTIMATED QTY by PURCHASE UNIT	CATEGORY	ITEM	Description *Grading Standards are understood to be U.S. No 1 unless otherwise stated.	UPC/ VENDOR #	QTY	AMT	UNIT	PURCHASE UNIT (case/bag)	SHELF LIFE	AVAILABLE LOCAL * Y/N	% LOCAL	START DATE FOR LOCAL	END DATE FOR LOCAL	WEEKLY REPORT COST AS OF 5/15/17	LOCAL COST AS OF 5/15/17	SERVICE FEE \$	TOTAL COST \$	EXTENDED COST \$
1		500	Produce	Apple	Apples, Braeburn U.S. Grade		138	4	oz	cs										
2		500	Produce	Apple	Apples, Gala Royal U.S. Grade		138	4	oz	cs										
3		500	Produce	Apple	Apples, Golden Delicious U.S.		138	4	oz	cs										
4		500	Produce	Apple	Apples, Granny Smith Grade Fancy		138	4	oz	cs										
5		500	Produce	Apple	Apples, Red Delicious U.S. Grade		138	4	oz	cs										
6			Produce	Banana	Bananas, Petite Stage 4 Ripening		150	*	ea	cs										
7		1,500	Produce	Banana	Bananas, Regular Whole, Stage 4		4	1	lb	cs										
8		100	Produce	Bean	Beans, Green Snipped		2	5	lb	cs										
9		1,500	Produce	Broccoli	Broccoli Florets, U.S. No. 1 Grade Standard, packaged in gas-		4	3	lb	cs										
10		100	Produce	Cantaloupe	Cantaloupe, U.S. No. 1 Standard		1	*	ea	cs										
11		1,000	Produce	Carrot	Carrots Baby Petite 4/5 lb cs		4	5	lb											
12		1,000	Produce	Carrot	Carrots, Baby Peeled, U.S. No.1		200	1.3	oz	cs										
13		80	Produce	Carrot	Carrots, Shredded, U.S. No. 1		4	5	lb	cs										
14		100	Produce	Carrot	Carrots, Sticks, U.S. No. 1 Grade Standard, packaged in gas-		1	5	lb	cs										
15		350	Produce	Cauliflower	Cauliflower Florets, U.S. No.		1	3	lb	bag										
16		1,200	Produce	Celery	Celery Sticks 2/5 lb cs 4" Stacked		2	5	lb											
17		600	Produce	Celery	Celery Sticks, U.S. No 1 Grade		150	1.6	oz	cs										
18		200	Produce	Coleslaw	Coleslaw Mix, with Carrots, green cabbage and red		1	5	lb	cs										
19		1,500	Produce	Cucumber	Cucumbers, Whole, US Fancy		1	6	ct	lb										
20		100	Produce	Fruit Salad	Fresh Fruit Salad, Prepared		2	5	lb	cs										
21		70	Produce	Grapefruit	Grapefruit, Red U.S. No 1 Grade		1	*	ea	ea										

Line #	Vendor #	ESTIMATED QTY by PURCHASE UNIT	CATEGORY	ITEM	Description *Grading Standards are understood to be U.S. No 1 unless otherwise stated.	UPC/ VENDOR #	QTY	AMT	UNIT	PURCHASE UNIT (case/bag)	SHELF LIFE	AVAILABLE LOCAL * Y/N	% LOCAL	START DATE FOR LOCAL	END DATE FOR LOCAL	WEEKLY REPORT COST AS OF 5/15/17	LOCAL COST AS OF 5/15/17	SERVICE FEE \$	TOTAL COST \$	EXTENDED COST \$
22		250	Produce	Grapes	Grapes, Medium Size Green		1	16	lb	cs										
23		250	Produce	Grapes	Grapes, Medium Size Red		1	16	lb	cs										
24		250	Produce	Grapes	Grapes, Red Seedless (pre-		150	2	oz	cs										
25		150	Produce	Honeydew	Honeydew, U.S. No. 1		6	*	ea	cs										
26		20	Produce	Lettuce	Lettuce, Leaf U.S. Fancy, well-trimmed, free from decay		1	6	ct	cs										
27		600	Produce	Lettuce	Lettuce, Romaine Chopped, U.S. No. 1 Grade Standard		1	2	lb	cs										
28		3,000	Produce	Lettuce	Lettuce, Shredded, U.S. No. 1 Grade Standard, gas-permeable package, code dated, sulfite-free		4	5	lb	cs										
29			Produce	Fruit	Melon Medley															
30		75	Produce	Mushrooms	Mushrooms, White U.S No. 1		1	3	lb	cs										
31		700	Produce	Nectarine	Nectarines, U.S. Extra No. 1, 2 ¼" freestone		110	3	oz	cs										
32		400	Produce	Onion	Onions, Red Whole Medium, U.S.		1	*	lb	lb										
33		50	Produce	Onion	Onions, White Whole Medium,		1	*	lb	lb										
34			Produce	Fruit	Orange Wedges															
35		200	Produce	Orange	Oranges, Mandarin U.S. No.		1	1	cs	cs										
36		200	Produce	Orange	Oranges, Navel or Valencia, U.S.		125	5	oz	cs										
37		200	Produce	Orange	Oranges, Tangelo, U.S. No. 1, 80 ct		1	80	ea	cs										
38		200	Produce	Peach	Peaches, U.S. Extra No. 1 Grade Standard, Eastern Size 2 ¾" ct. Freestone		100	3	oz	cs										
39		900	Produce	Pear	Pears, U.S. No. 1 Grade Standard,		135	4	oz	cs										
40		400	Produce	Peas	Peas, Sugar Snap		1	2	lb	lb										

Line #	Vendor #	ESTIMATED QTY by PURCHASE UNIT	CATEGORY	ITEM	Description *Grading Standards are understood to be U.S. No 1 unless otherwise stated.	UPC/ VENDOR #	QTY	AMT	UNIT	PURCHASE UNIT (case/bag)	SHELF LIFE	AVAILABLE LOCAL * Y/N	% LOCAL	START DATE FOR LOCAL	END DATE FOR LOCAL	WEEKLY REPORT COST AS OF 5/15/17	LOCAL COST AS OF 5/15/17	SERVICE FEE \$	TOTAL COST \$	EXTENDED COST \$
41		900	Produce	Pepper	Peppers, Green Whole, U.S. No. 1 Grade Standard, medium size,		3	*	lb	lb										
42		100	Produce	Fruit	Pineapple Chunks															
43		200	Produce	Pineapple	Pineapple, Golden (product of Hawaii, Philippines or Thailand only)		1	*	ea	ea										
44		75	Produce	Plum	Plums, U.S. No. 1 Grade Standard, Blue or Purple, 4 X 5 ct./lug (avg. 8-9)		200	2	oz	cs										
45		25	Produce	Potatoes	Potatoes, Russet , Idaho U.S. No. 1 Grade Standard, 120 size		100	3	oz	cs										
46		1,500	Produce	Salad Mix	Salad Mix 4 Part, U.S. No. 1,(80 % chopped iceberg lettuce, 20% chopped romaine lettuce with carrots & shredded red cabbage) uniformly		4	5	lb	cs										
47		100	Produce	Spinach	Spinach Flat or Baby															
48		25	Produce	Squash	Squash, Yellow medium		1	5	lb	lb								N/A		
49		25	Produce	Squash	Squash, Zucchini medium		1	5	lb	lb										
50		700	Produce	Strawberry	Strawberries, U.S. No. 1 Grade Standard, California or Florida		1	12	pint	flat										
51		200	Produce	Tangerine	Tangerines, U.S. No. 1 Grade Standard, loose or tray pack		120	3	oz	cs										
52		500	Produce	Tomatoes	Tomatoes Sliced		2	2	lb	cs										

Line #	Vendor #	ESTIMATED QTY by PURCHASE UNIT	CATEGORY	ITEM	Description *Grading Standards are understood to be U.S. No 1 unless otherwise stated.	UPC/ VENDOR #	QTY	AMT	UNIT	PURCHASE UNIT (case/bag)	SHELF LIFE	AVAILABLE LOCAL * Y/N	% LOCAL	START DATE FOR LOCAL	END DATE FOR LOCAL	WEEKLY REPORT COST AS OF 5/15/17	LOCAL COST AS OF 5/15/17	SERVICE FEE \$	TOTAL COST \$	EXTENDED COST \$
53		900	Produce	Tomatoes	Tomatoes, 5 X 6, Stage 6 Ripening, U.S. No. 1 Grade Standard		1	5	lb	lb										
54		700	Produce	Tomatoes	Tomatoes, Cherry, Stage 6 Ripening, U.S. No. 1 Grade Standard		1	12	pint	flat										
55		700	Produce	Tomatoes	Tomatoes, Grape, Stage 6 Ripening, U.S. No. 1 Grade Standard		1	12	pint	flat										
56		300	Produce	Watermelon	Watermelon, picnic variety whole melons, to be packed U.S. No 1 Standard Avg. 22-26 lb.		1	*	ea	ea										
57						
58					TOTAL VALUE	

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APPENDIX C
DISTRICT 2017-18 SY Calendar

August	
28	First Day of School
September	
04	No School - Labor Day
21	No School - Rosh Hashanah
October	
16	No School – High Schools and Special Schools
20	No School – Elementary and Middle Schools
November	
07	No School – Election Day
10	No School – Veteran’s Day
23 – 27	No School – Thanksgiving Break
December	
25-29	No School – Winter Break
January	
01	No School – Winter Break
15	No School – MLK Day
22-23	No School
February	No Off Days
March	
26 – 30	No School – Spring Break
April	No Off Days
May	
28	No School – Memorial Day
June	
08	Last Day of School
11-14	Snow Days if necessary

Appendix D
SAMPLES TO BE SUBMITTED

The following full case samples are required at the time assigned to Vendor.

- Apples, Gold U.S. Grade Fancy 138 ct
- Cauliflower Florets, U.S. No. 1 Grade Standard, packaged in gas-permeable package, code-dated, sulfite-free 5lb bag
- Carrots, Baby Petite, U.S. No.1 Grade Standard, 1.3 oz. bags
- Celery Sticks, U.S. No 1 Grade Standard, 1.6 oz individual bags
- Grapes, Medium Size Red Seedless, Grade Standard for U.S. No. 1
- Lettuce, Romaine Iceberg blend Chopped, U.S. No. 1 Grade Standard, uniformly cut 1/8 to 1/4” widths, gas-permeable package, code-dated sulfite free 5 lb bag
- Oranges, Navel or Valencia, U.S. No. 1, size 138 or 125
- Pears, U.S. No. 1 Grade Standard, D’Anjou or Bartlett (any summer or winter variety except Keiffer)
- Tomatoes, Grape, Stage 6 Ripening, U.S. No. 1 Grade Standard

APPENDIX E
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
NAME

PR/AWARD NUMBER OR PROJECT

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 F
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

APPENDIX G
NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid-Rigging Act, 73 P.S. 1611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, 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 bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

RFP No. 2017-04080529

State of _____:

:s.s.

County of _____:

I state that I am _____ of _____
 (Title) (Company Name)

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 bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid 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 noncompetitive bid.
- (5) _____, its affiliates,
 (Company Name)

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 bidding on any public contract, except as follows:

I state that _____ understands and acknowledges
(Company Name)
that the above representations are material and important, and will be relied on by **Pittsburgh Board of Education** in awarding the contract(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 **Pittsburgh Board of Education** of the true facts relating to the submission of bids for this contract.

Signature / Position

(Name & Company Position) (Printed)

SWORN TO AND SUBSCRIBED BEFORE
ME THIS _____ DAY OF
_____, 20____.

Notary Public

My Commission Expires: _____