

**REQUEST FOR PROPOSAL
HEALTHY VENDING**

RFP #	#2021-2103
MAIL TO: (No fax or in-person delivered bids accepted)	Pittsburgh Public Schools Food Service Center ATTN: Malik Hamilton 8 South 13th Street Pittsburgh, PA 15203
Submission Deadline	2:00 PM on Wednesday, 28 October 2020

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 #2021-2103 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 _____

Standard Bid Requirements

Sealed bids for material listed herein will be received in the Food Service Center until 2:00 PM on the day specified. Bids will be opened and evaluated after all responses are submitted. This process is anticipated to take five (5) business days. In the event of complications or unforeseen circumstances the Food Services Department reserves the right to extend the evaluation period. **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 an appropriately sized and clearly marked container according to bid number and bid name addressed to Pittsburgh Public Schools Food Services Department, Attention: Malik Hamilton, 8 South 13th Street, Pittsburgh, PA 15203. NO FAX OR EMAIL BIDS ACCEPTED unless otherwise stipulated within this document.
3. The Bidder is responsible for ensuring that the Bid documents arrive to the Food Service Center prior to 2:00 PM on the due date. 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 District nor the Department will be responsible for the failure of any of its employees or any mail delivery service to deliver the documents to the proper location prior to the time and date for the opening of this Bid. If the response is submitted via mail an email confirmation of receipt will be sent to each respondent.
4. 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 the response null and void.
5. 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 the bid response document to reflect the industry standard.
6. Prices quoted will be considered net unless otherwise noted on bid. No escalator clauses will be permitted unless provided for in the Bid format.
7. Prices quoted must include all costs for transportation and delivery inside the building at the locations indicated in this document. Any discount, standard rebate, or promotional allowance must be indicated on this inquiry.
8. 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. If this bid is not for a USDA processed item this condition is irrelevant to this solicitation and can be ignored.
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 the appropriate document form provided for pricing of primary bid.
10. All bids shall be effective for a period of 30 days from the submission due date of this bid, and no bid may be withdrawn prior thereto.
11. In all cases, where no requested 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, that 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. Unrequested samples that are received will not be considered in the evaluation of this solicitation.

12. Requested 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 or the Purchasing Supervisor 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 Department of Food Services reserves the right to increase quantities of items to be purchased to reflect actual Department 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 proposal and/or 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), or any other Federally funded School Nutrition Program (SNP) 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 standards which can be referenced at goodfoodpurchasing.com

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

Company Name: _____

Signature: _____

Section 1. Overview

1.1 Introduction

1.2 Social Responsibility:

It is the goal of Pittsburgh Public Schools as a District and Food Services as a Department to make decisions that are both fiscally and socially responsible. Food Services is committed to purchasing local and regional items, as well as, reducing packaging waste wherever possible. Additionally, we encourage our vendors to be able to show a commitment to environmental sustainability, local economies, valued workforces, animal welfare, and nutrition.

1.2.1 Local Economies

Support robust regional economies by sourcing from locally owned small and mid-sized agricultural and food processing operations. PPS Food Services defines “local” as within 250 miles of the City of Pittsburgh with preference being given to products with Pennsylvania origin. If product is not available from a local source product procurement should give reasonable preference to products from sources that meet the following guidelines listed below in order of preference:

1. The State of Pennsylvania (with preference to PA Preferred® Sources)
2. Neighboring States, (Ohio, New York, West Virginia, Virginia, Delaware, New Jersey, and Maryland).

1.2.2 Valued Workforce

Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption. We encourage our vendors to be committed to fair and just labor conditions within their own operations as well as within the operations of those vendors that they source from as well.

1.2.3 Environmental Sustainability

Supporting a healthy environment by sourcing from producers that employ sustainable production practices that reduce or eliminate synthetic pesticides and fertilizers and avoid genetic engineering in agriculture; avoid the use of hormones and routine antibiotics in livestock production; conserve soil and water; protect and enhance wildlife habitats and biodiversity; reduce on farm energy and water consumption, food waste and greenhouse gas emission.

1.2.4 Animal Welfare

Source from producers that provide healthy and humane conditions for farm animals.

1.2.5 Nutrition

By federal mandate PPS Foodservices are required to meet federally defined nutritional standards. This includes promoting the consumption high quality fruits and vegetables to improve the health and wellbeing of our students using the guidelines set forth in the Healthy and Hunger-Free Kids Act of 2010.

To this end, proposal evaluations will include points for the respondents’ commitment to social responsibility.

1.3 Intent

The purpose of this Request for Proposal is to establish a contract for Full-Service Vending Services for PPSFS on behalf of PGH BOE 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.

The District will be awarding one contract for one vendor to service all the automated vending needs of the Department of Food Services.

Due to the COVID-19 situation the term of this contract will have an interim contract year. At the time of the posting of this solicitation it is anticipated that Pittsburgh Public Schools will return to in person

education approximately Monday, 02 November 2020. Regardless of the actual return day the interim contract will go into effect within twenty (20) days of awarding of this RFP or the return of students to brick and mortar school buildings. The term of the interim contract will end Wednesday, 30 June 2021 at which point the term of the contract will be for two (2) years beginning 01 July 2021 and ending 31 July 2023 with the option to renew for an additional three (3) one (1) year contract periods for a possible total length of five (5) years ending 31 July 2026.

Section 2. Scope of Services

The specifications contained herein are intended to cover full-service vending of cold drinks and snack items. These services are to be provided at approximately **12** sites with rights reserved to designate additional sites should it become necessary to do so. Sites may include but not limited to **School sites, the Administrative Building, Food Service Center and other selected sites, all located in the Pittsburgh Public Schools**. Visit the following link for a complete listing of school sites <http://www.pps.k12.pa.us/Domain/330> some sites may require more than one (1) machine. Products of interest include, but are not limited to, juices, water, milk, flavored milk and snack items. Prices shall include a commission to the Pittsburgh Public Schools Division of Food Services on a monthly basis.

The successful vendor shall furnish, install, maintain, repair and/or replace the vending machines at each location and maintaining the stock of each machine. Such machines shall be the property of the vendor. Upon expiration or termination of the contract, the vendor must remove all machines within 20 calendar days of notification and remit any outstanding commissions within 30 calendar days of notification.

2.1 Acceptability of Product

All products offered in school sites for sale in the vending units as snacks and beverages must meet the federally mandated Smart Snack nutritional standards as put forth by the Healthy, Hunger-Free Kids Act

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

Applicability Including:

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

General Standard

1. Be a whole grain rich product; OR
2. Have as the first ingredient a fruit, vegetable, dairy product or protein food (meat, beans, poultry, etc.); OR
3. Be a “combination food” with at least ¼ cup fruit and/or vegetable; AND
4. Snack: Contain 200 calories or less, contain 200mg sodium or less, contain 35% calories from fat or less, contain less than 10% of calories from saturated fat, contain 0g trans fat, contain 35% sugar by weight or less.
5. Entree: Contain 350 calories or less, contain 480 mg sodium or less, contain 35% calories from fat or less, contain less than 10% of calories from saturated fat, contain 0g trans fat, contain 35% sugar by weight or less.

Whole Grain Rich

Be a whole grain rich product

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

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

Combination Foods

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

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

Total Fat

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

Saturated Fat

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

Trans Fat

- Zero grams of trans fat per portion as packaged/served (< 0g on label)

Sodium

- Entrée items that do not meet NSLP/SBP exemptions: •≤ 480 mg sodium per item
- Snack and side items: • ≤ 200 mg

Calories

- Entrée items that do not meet NSLP/SBP exemption: ≤350 calories
- Snack items/Side dishes: ≤200 calories per item

Total Sugars

- ≤ 35% of weight from total sugars per item

Sugar Exemptions

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

Standards for Beverages

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

Beverages for All - Water

- Plain water carbonated or noncarbonated
- No size limit

Beverages for All - Milk

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

Beverages for All - Juice

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

Other Beverages in High School

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

Other Beverages in High School

- Lower-Calorie Beverages - Maximum Serving Size 12 fluid ounces
- Up to 60 calories per 12 fluid ounces
- Up to 40 calories per 8 fluid ounces

Caffeine

Elementary and Middle School

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

High School

- No caffeine restrictions

Monitoring and Compliance

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

Implementation and Support

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

Product Testing During Time of Contract

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

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

Safety Standard

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

Patents

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

2.1 Notification of Substitutions

Upon the awarding of this contract the vendor and representatives of the Food Service Department of Pittsburgh Public Schools will meet to review and finalize a plan-o-gram for the various machines to be placed in each building. In the event after the start of the contract that the vendor needs to substitute a product in a machine the vendor must

get any and all changes pre-approved by the Purchasing Supervisor and the Registered Dietitian for the department. The District DOES NOT intend, by this RFP or any other communication, to relinquish control of the product mix for any of the program locations.

Equipment

1. Installation:

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

Vending machines shall be secured in a manner to assure that equipment cannot topple. Neither the District, the Board of Education or its members, nor the Department of Food Services will be responsible for the cost of repair or replacement of any damage done to machines put into place by the vendor.

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

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

2. Location and Insurance:

Machines will primarily be located inside the dining room area, and other assigned areas of each designated site, where security is adequate. The successful vendor shall be insured for vandalism and shall be held responsible for repair due to vandalism.

Vending machines shall be secured in a manner to assure that equipment cannot topple. Neither the District, the Board of Education or its members, nor the Department of Food Services will be responsible for the cost of repair or replacement of any damage done to machines put into place by the vendor.

3. Title:

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

4. Machine Brochure

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

2.3 Contractor's Responsibility

1. Product:

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

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

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

2. Service:

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

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

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

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

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

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

Priority will be given to bidder if machines have the technology to determine if product dispensing malfunctioned and issues an immediate refund.

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

3. Refunds:

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

4. Licenses and Permits:

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

5. Product Warranty:

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

6. Organizations Support and Experience

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

7. Location

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

2.4 Pittsburgh Public Schools' Responsibility

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

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

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

2.5 Commission Payment and Report of Sales

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

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

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

Section 3: INSPECTION AND ACCEPTANCE

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

INSPECTION OF EQUIPMENT

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

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

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

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

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

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

Section 4: GENERAL INSTRUCTIONS AND INFORMATION

4.1 Schedule of Events

The following schedule will be adhered to as closely as possible during the evaluation process. These are the dates that the Respondent should adhere to. These dates supersede any other dates for these events which may be different within the body of this solicitation:

<u>Event</u>	<u>Date/Time</u>
Bid Posting Date	Monday, 05 October 2020
Due Date for Questions	Monday, 19 October 2020
Due Date for Submission of Proposals	Wednesday, 28 October 2020
Anticipated Date of Commencement of Services	Monday, 16 November, 2020

4.2 Vendor Conference and Proposal Inquiries.

No Vendor Conference will be held respondents are encouraged to submit all questions in writing by 2:00 pm Monday, 19 October 2020. All inquiries concerning this RFP should be made via email, citing the RFP title and RFP number in the subject heading. All inquiries should reference the page, section, and paragraph, in question and shall be submitted to:

Malik Hamilton, Purchasing Supervisor mhamilton1@pghschools.org

All questions and answers will be provided to all self-identified respondents and on the District website.

Section 5: Proposal Submission.

All proposals in response to this RFP shall be submitted to:

**Pittsburgh Public Schools
Food Services Center
Attn: Malik Hamilton
8 South 13th Street
Pittsburgh, PA 15203**

5.1 Timeliness of Submissions

To be considered timely, proposals must arrive by 2:00 PM EST on the Proposal Due Date or be postmarked the day prior. **Proposals received after the specified time will be deemed non-responsive. Failure to meet this**

deadline will result in immediate disqualification. The District reserves the right to accept proposals received after this date and time in its sole discretion.

5.2 Questions and Inquiries

Respondents may submit questions and clarifications regarding this RFP in writing via email to the contact person listed in this RFP. **Questions and inquiries must be received by 2:00 pm Monday, 19 October 2020 by 2:00 PM in order to be considered by the District.** Inquiries received after this date and time will be addressed only if they are deemed by the Department of Food Services to be critical to the competitive selection process. Responses to all questions and inquiries received by the District will be provided to all prospective respondents who received the original RFP and to all other organizations who request such responses in writing. **From the date of the release of this RFP to the date of authorization to contract, there shall be no communication concerning this RFP between any prospective respondents and/or their agent(s) with any District staff or District representatives except as provided for in the RFP. Communication with District staff or representatives is expressly prohibited. Any communication in violation of this provision will not be binding on the District, and violation of this provision by any prospective respondent and/or its agent shall be grounds for immediate disqualification.**

5.3 Proposal Format and Content

To expedite the evaluation of the proposal, the District requires that all Vendors organize their Proposals as described in this section. Proposals must be keyed to this format using the same numbering and headings. Each item must be addressed in the sequence shown below. Further breakdown of this format is permitted if required by the Vendor to present items in a more detailed manner or to enhance the understanding of the proposal.

Proposals must be submitted contained in a three-ring binder(s). Proposals should be prepared simply and concisely with precise and clear presentations. **In addition, vendors must submit a copy of their complete proposal including financials, on a flash drive in MS Word or PDF format. Financials should be submitted in Excel spreadsheet format.**

Submissions must be delivered in a sealed container(s), both the container and the submission must be permanently marked with the RFP identification number.

5.3.1 Signed and Initialed Copy of This Solicitation

The responder must return a copy of this solicitation with appropriate signatures on the cover page one and page two (2). Additionally, each page of this solicitation should be initialed.

The signing of page 2 will be considered an indication that the respondent accepts the Terms and Conditions within this document. If the respondent does not accept these terms but still wishes to respond to the solicitation, they must still sign page 2 but must also indicate in writing below the signature, "Terms and Conditions Addendum Included." This addendum must be included directly following page 2 of this solicitation in the submission.

On the addendum page, if submitted, the respondent shall state their reasons for such rejection of the District's Conditions and indicate its own desired adjustments.

Initialing of all pages in this document will be considered indication that the respondent has read, understands and agrees with the solicitation as it is written or as it is written with the addition of the heretofore mentioned addendum.

5.3.2 Company Overview

This section of the proposal should provide a brief description of your company (Limit 3 pages). Provide at least three (3) references the Department may call to check on responder performance and experience. References should be located within Allegheny County with weighted scoring preference being given to references within the City of Pittsburgh. Weighted scoring preference will also be given to K-12 references. Please include reference name, address, contact name, and phone number.

5.3.3 Organizational Structure

This section of the proposal shall include the following:

- The legal name and ownership of the organization making the proposal and the mailing address of organization headquarters and its telephone number.
- The name and title of the principal of the organization who has the authority to sign the proposal.
- The name and title, address, telephone number of the individual who will be responsible for providing any additional information required and for obtaining necessary corporate or organization approvals.
- The ownership history and experience of the organization.
- A Current W-9

5.3.4 Proposal Summary

Proposals will be evaluated based on the vendor's distinctive plan for performing the requirements of the RFP. Therefore, the vendor should present a written narrative which demonstrates the method or manner in which the contractor proposes to satisfy the requirements of the scope of work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. Highlight the major features of the proposal and identify any supporting information pertinent to the proposal. In short, an evaluator should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the proposal summary.

5.3.5 Offerings and Pricing

Proposals should include three sample offerings and budgets used for previous or current accounts. The samples should indicate the number of schools and the allocations for each. It should show sample plan-o-grams for the various machine types (snack and beverage) It should show the weekly spend for each site and the offered items. It should indicate the weekly average spend per site and per student. It should show final balance for each site and both the start and end dates of service.

5.3.6 Expansion Options

In the future the Department may have need to expand our vending needs to include refrigerated vending that is capable of providing a complete cold meal. The machine would need to be able to communicate with the Department food service software and allow for students to purchase by entering their student ID. Respondents should include in their proposal information on their ability to provide this sort of vending service.

5.3.7 Subcontractors

Identify all subcontractors to be used and describe their specific responsibilities and background of key personnel. The Department reserves the right to approve or disapprove any subcontractors which vendor engages or plans to engage.

5.3.8 Insurance

Respondents should provide proof of adequate insurance coverage.

5.3.9 Social Responsibility

Proposals must include

1. Formal sustainability policy or statement.
2. Copies of recent food safety audits (minimum of three)

Proposals must also include answers to the following

1. Describe your company's sustainability commitments, policy, or actions. If you have a formal sustainability policy or statement, please attach it to this form.
2. Does your company work with local (see section 1.2.1 – Local Economies) small to medium sized business that are producing vendible snacks, meals, or beverages? If so, what products do you source and in what volume? What percentage of your overall product offering come from manufacturers within 250 miles of Pittsburgh; what percentage come from within Pennsylvania?
3. What strategies does your company employ to track the fair labor practices of suppliers from which you purchase? Do you prioritize purchasing from suppliers with Union representation for their workers? Do you purchase produce that is Fair Trade Certified by IMO?
4. Have you or any of your major suppliers had any significant labor law citations in the last five years? If so, please describe.
5. Are you able to provide quarterly sourcing reports showing the origin for all items purchased and which items are sourced from manufacturers within Pennsylvania and from manufacturers within 250 miles of Pittsburgh? If so, please attach a sample sourcing report here.

5.4 Oral Presentations

The District reserves the right to request that all of the respondents to this RFP give oral presentations and/or answer questions about their proposal after the Proposal Due Date. The Department will advise the Vendor as to the time and place for such oral presentations. The Vendor shall be prepared to make the presentation as requested and should be prepared to discuss all aspects of the proposal in detail.

5.5 Contract

This document will act as the official contract with the awarded vendor. The completion and submission of a response will be considered agreement by the responding organization to the terms and conditions as they are laid out herein. The successful respondent will be expected to provide proof of Pennsylvania Child Abuse History Clearance, Pennsylvania State Police Criminal Record Checks and Federal Bureau of Investigations (FBI) Criminal History Background Check for all personnel that will be regularly present in buildings where students will be present.

5.6 Contract Length

As of the posting of this solicitation Pittsburgh Public Schools are providing education to its students through an at home virtual model as a cautionary response to the ongoing coronavirus pandemic. It is anticipated that the students and faculty will be returning to buildings 09 November 2020. There is a possibility that students and faculty will not return at that time and may continue to operate virtually for a longer period of time.

The contract with the successful respondent will run for three (3) years. Because of the shortened presence of students and faculty in brick-and-mortar school sites for school year 2020-2021 the current school year will not be counted as part of the three (3) year contract agreement but as an addendum year. This is being done in case the district maintains its virtual learning for the entirety of the 2020-2021 school year. The addendum year will run from **09 November (or whenever PPS students and faculty return to brick-n-mortar campuses) to June 30, 2021** The three (3) years of the contract will then commence on **01 July 2021 and continue to 30 June 2024**. The District reserves the right to extend the contract on a year-to-year basis up to but not to exceed three (3) one-year terms.

Section 6: EVALUATION PROCESS, CRITERIA, AND SELECTION

Proposals submitted in response to this RFP will be evaluated by a review committee of Food Service Department personnel involved with the program. The Evaluation Criteria sets forth the specific criteria the Department will use to evaluate proposals. The Department will consider each measure included in the checklist, but the Department may determine the different weights assigned to each measure at its discretion. The respondent(s) selected to provide services will be the qualified respondent(s) whose proposal(s) best fulfill(s) the needs of the District and is (are) most advantageous to the Department, as determined in the Department's sole discretion.

6.1 Proposal Evaluation

Scoring will be based on information including, but not limited to, the Vendor's proposal documents including references. If necessary, the Department may request interviews, product demonstrations, and/or site visits. The evaluation team shall be under no obligation to contact Vendors for clarification of proposals, but it shall reserve the right to do so at any time prior to contract award.

6.2 Evaluation Criteria

Qualified proposals will be evaluated on the basis of the criteria listed below and the ability of the respondent to satisfy the requirements of this request in a cost-effective and efficient manner. Factors to be considered include, but are not limited to, the following:

- The Vendor's experience in other settings, especially within Pennsylvania and the city of Pittsburgh and surrounding Districts, with providing the types of services requested.
- The capacity of the Vendor, as judged by the Department, to successfully implement the program. The judgment will be based on such factors as the Vendor's commitment, experience of personnel to be assigned to the project, facilities, and evidence of past experience in implementing such programs.
- The Vendor's ability to modify and/or expand the program when required, and to provide a continuing high level of performance for the duration of the contract.
- The Vendor's ability to demonstrate to the Department that the requirements and implications of the proposed work effort are all understood.
- The Vendor's commitment to and evidence of a diversified work force at all levels of the organization.
- The Vendor's commitment to and evidence of a diversified work force at their suppliers.
- Proposed commission for the department
- Certification as a women-owned or minority-owned business enterprise (MWBE)/ Emerging Business Enterprise (EBE).
- Proof of certification of suppliers that are certified as a women-owned or minority-owned business enterprise (MWBE)/ Emerging Business Enterprise (EBE).

6.3 Scoring Criteria

Price	33 points
Social Responsibility	28 points
References	12 points
Menu Offerings/Nutritionals	12 points
MWBE Certification	10 points
Complete Submission	5 points
Total	100 points

The evaluation process may also include requests for additional information or data if, in the judgment of the Department, this would aid in preparing a fair and accurate analysis. Anticipated length of the oral presentation will be 30 minutes for presentation and an additional 15 minutes for questions. Vendors must supply an e-mail address and fax number of a contact person so that scheduling of presentations may be made.

Section 7 – Additional Terms and Conditions

7.1 Public Disclosure

All material received in response to this RFP shall become the property of the Department of Food Services and District and will not be returned to the Vendor. Regardless of the Vendor selected, the Department reserves the right to use any information presented in a proposal.

ALL INFORMATION PROVIDED BY THE DISTRICT OR THE FOOD SERVICE DEPT TO VENDORS IS TO BE CONSIDERED CONFIDENTIAL AND PROPRIETARY INFORMATION AND IS TO BE USED SOLELY FOR RESPONDING TO THIS RFP. SUCH INFORMATION IS NOT TO BE DISCLOSED OR RELEASED OUTSIDE THE VENDOR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM THE DISTRICT.

The information submitted by the Vendor, including statements and letters, shall be subject to public disclosure as required by federal, state and Pennsylvania right-to-know law. The possible need for negotiations, or for “Best and Final Offers,” and to protect the integrity of the public procurement process precludes general disclosure of this information until after contract award.

7.2 Vendor Responsibility

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, and any resulting contract. Any subcontracted Vendor shall be subject to approval by the SRC.

7.3 Non-Commitment and Reservation of Rights.

The solicitation of the RFP shall not commit the Department to award a contract. The District reserves the right to supplement, amend or otherwise modify this RFP at any time prior to the selection of a respondent and to enter into contract negotiations. In addition, the Department reserves all rights to accept or reject any or all proposals or any part of any proposal submitted in response to this RFP, and to waive any defect or technicality, and to not issue an award to any Respondent, and to cancel this RFP at any time, and to reissue this RFP for any reason, and to advertise for new proposals, or a combination of any or all of the above.

The District shall not be liable for any costs associated with the development, preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP. Each prospective respondent agrees that it will have no claim against the District for any costs or liabilities incurred relating to this RFP.

7.4 Negotiations

After the District has reviewed all proposals and interviewed respondents (if applicable), it is expected that the Board of Education will authorize the District to contract with one or more organizations. The District may then negotiate with the respondents named in the resolution passed by the Board of Education in any manner it deems fit. No respondent shall have any rights against the District arising at any stage of the RFP process from any negotiations that take place.

7.5 RFP Non-Deviation

Any alteration to the text or any file associated with this RFP in any way that could be construed to change the intent of the original document is strictly forbidden. Any changes made to the original document may result in your proposal being considered non-responsive.

7.6 Protest and Protest Procedure

Any protest to this solicitation must be submitted using the PPSFSD Protest Form and Instructions provided in Attachment E.

Return completed form to:

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

APPENDIX A - CERTIFICATION REGARDING DEBARMENT/SUSPENSION

OMB No. 0505-0027



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		PR/AWARD NUMBER OR
PROJECT NAME		
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.

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 C: 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

The undersigned bidder or agent, being duly sworn on oath, says that he/she/they have not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her/them, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She/They further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, free gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

(Notary Public Signature)

My Commission Expires: _____

Appendix D: Historically-Underutilized Business (HUB) Minority/Woman-Owned Business Enterprise (MWBE) Disclosure

Businesses submitting bids that have been certified as Minority/Woman-Owned Business Enterprise (MWBE) entities are encouraged to indicate their MWBE status when responding to this Request for Proposal.

I certify that my company has been certified as a Historically-Underutilized Business (HUB) / Minority/Woman-Owned Business Enterprise (MWBE), and I have attached a copy of our certification to this form. **(Please provide necessary documentation for recognition as a HUB/MWBE)**

My company has **NOT** been certified as a Historically-Underutilized Business (HUB) / Minority/Woman-Owned Business Enterprise (MWBE).

Company Name (Please Print)

Date

Signature of Authorized Representative

Attachment E - 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 PPSFSD

Food Service Director _____

Signature Date _____

CONTRACT SOLICITATION AND AWARD PROTEST PROCEDURE POLICY

Manufacturers, Vendors, 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 Public Schools Food Services Department (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 documentation is forwarded to the Legal Department for the Pittsburgh Board of Education 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 Education and 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 Education and 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 Education and 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 Education and 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 The Board of Education and PPSFSD, 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 Board of Education and PPSFSD.

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.