

**REQUEST FOR PROPOSAL**

**FRESH FRUIT AND VEGETABLE PROGRAMMING (FFVP)**

**RFP #**

2020-2101

**MAIL TO:**

(No fax or in-person delivered bids accepted)

**Pittsburgh Public Schools  
Food Service Center  
ATTN: Malik Hamilton  
8 South 13<sup>th</sup> Street  
Pittsburgh, PA 15203**

**Submission Deadline**

**2:00 PM on Friday, 15 May 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 #2020-2101 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 Services Office 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.
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 not 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. 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 this bid 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 this bid document to reflect the industry standard. Vendors must bid on ALL items to be considered for bid.
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. 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.
8. 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.
9. 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.
10. 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.

11. Requested samples to receive consideration must be delivered to the Food Service Center located at 8 South 13<sup>th</sup> 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.
12. 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.
13. 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.
14. This is a request for proposal and 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.
15. 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.
16. 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.
17. Vendors must have active knowledge with the Good Food Purchasing Program

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

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

# CONTENTS

<b>Section 1. Overview</b>	6
<b>1.1 Introduction</b>	6
<b>1.2 Social Responsibility:</b>	6
1.2.1 Local Economies	6
1.2.2 Valued Workforce	6
1.2.3 Environmental Sustainability	6
1.2.4 Animal Welfare	7
1.2.5 Nutrition	7
<b>1.3 Intent</b>	7
<b>Section 2. Scope of Services</b>	7
<b>2.1 Acceptability of Product - Fruits and Vegetables</b>	7
2.1.1 Acceptability	7
2.1.2. Unallowable	8
<b>2.2 Portion Sizes</b>	8
<b>2.3 Menu</b>	8
2.3.1 Cuts	8
2.3.2 Types or Varieties	8
<b>2.4 Local</b>	8
<b>2.5 Notification of Substitutions</b>	8
<b>2.6 Orders and Deliveries</b>	9
<b>Section 3: FFVP Rules and Regulations</b>	10
<b>Section 4: GENERAL INSTRUCTIONS AND INFORMATION</b>	10
<b>4.1 Schedule of Events</b>	10
<b>4.2 Vendor Conference and Proposal Inquiries</b>	10
<b>Section 5: Proposal Submission</b>	11
<b>5.1 Timeliness of Submissions</b>	11
<b>5.2 Questions and Inquiries</b>	11
<b>5.3 Proposal Format and Content</b>	11
5.3.1 Signed and Initialed Copy of This Solicitation	11
5.3.2 Company Overview	12
5.3.3 Organizational Structure	12
5.3.4 Proposal Summary	12
5.3.5 Menu and Pricing	13
5.3.6 Subcontractors	13
5.3.7 Program requirements	13

5.3.8 Social Responsibility .....	13
<b>5.4 Oral Presentations .....</b>	<b>14</b>
<b>5.5 Contract .....</b>	<b>14</b>
<b>Section 6: EVALUATION PROCESS, CRITERIA, AND SELECTION .....</b>	<b>14</b>
<b>6.1 Proposal Evaluation.....</b>	<b>14</b>
<b>6.2 Evaluation Criteria.....</b>	<b>14</b>
<b>6.3 Scoring Criteria.....</b>	<b>15</b>
<b>Section 7 – Additional Terms and Conditions .....</b>	<b>15</b>
7.1 Public Disclosure .....	15
<b>7.2 Vendor Responsibility.....</b>	<b>15</b>
<b>7.3 Non-Commitment and Reservation of Rights.....</b>	<b>16</b>
<b>7.4 Negotiations.....</b>	<b>16</b>
<b>7.5 RFP Non-Deviation.....</b>	<b>16</b>
<b>7.6 Protest and Protest Procedure .....</b>	<b>16</b>
<b>APPENDIX A - CERTIFICATION REGARDING DEBARMENT/SUSPENSION.....</b>	<b>17</b>
<b>APPENDIX B - CERTIFICATION REGARDING LOBBYING .....</b>	<b>19</b>
<b>APPENDIX C: NON-COLLUSION AFFIDAVIT.....</b>	<b>22</b>
<b>Appendix D: Historically-Underutilized Business (HUB) Minority/Woman-Owned Business Enterprise (MWBE) Disclosure .....</b>	<b>24</b>
<b>Attachment E - Notice of Protest and Protest Procedures .....</b>	<b>25</b>

## Section 1. Overview

### 1.1 Introduction

The Pittsburgh Public Schools Food Services Department is seeking proposals to provide fresh fruits and vegetables during the school day in adherence to the guidelines of the Fresh Fruit and Vegetable Program (FFVP). This request for proposal (RFP) also requires the vendor to provide nutrition education components that can be used to introduce and reinforce the eating of fruits and vegetables.

The Fresh Fruit and Vegetable Program, under Section 19 of the Richard B. Russell National School Lunch Act (NSLA), has been a nationwide program since 2008 and operates in selected elementary schools in the 50 States, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. Schools in Pennsylvania are selected by a competitive application process administered by the Pennsylvania Department of Education, Division of Food Services. The FFVP provides all children in participating schools with a variety of free fresh fruits and vegetables during the school day. It is an effective and creative way of introducing fresh fruits and vegetables as healthy snack options. Providing a nutrition education component while serving fresh fruits and vegetables is the ideal way to introduce and reinforce good eating habits.

The goals of the FFVP are to:

- Create a healthier school environment by providing healthier food choices
- Expand the **variety** of fresh fruits and vegetables children experience
- Increase children's fresh fruit and vegetable consumption
- Make a difference in children's diets to impact their present and future health

### 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 responsible and socially responsible. Food Services is committed to purchasing local and regional produce, as well as, reducing packaging waste wherever possible. Additionally, we encourage our vendors to be able to show a commitment to 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 fruits and vegetables should be procured 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. The Watersheds of the Three Rivers
3. 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.

#### 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

Promote the consumption high quality fruits and vegetables to improve health and wellbeing. 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 Proposals (RFP) is to solicit proposals for providing, preparing, cutting, packaging, shipping, and tracking fresh fruit and vegetable snacks in compliance with USDA regulations, into the Food Service Center of Pittsburgh Public Schools for sites participating in the FFVP program. This RFP also requires the Vendor to provide a monthly menu that stays within the FFVP budget and requires nutrition education materials that can be used to introduce and reinforce the eating of the fruits and vegetables.

**The District will be awarding one contract for one vendor to service all programmatic needs of the FFVP.**

**The term of the contract will be for two years with the option to renew for an additional three (3) one (1) year contract periods contingent upon continued successful competitive grant award to the District from the PA Department of Education and vendor performance.**

## **Section 2. Scope of Services**

The School District anticipates operating the FFVP program three days per week from October 2020 through May 2021. The number of locations and duration of the program is subject to change based on the terms and conditions of the annual grant award from the Pennsylvania Department of Education. This RFP encompasses the following requests for services and any others as may be defined in the body of this RFP:

### **2.1 Acceptability of Product - Fruits and Vegetables**

#### 2.1.1 Acceptability

- Fresh fruits and vegetables in their natural state and without additives. Dicing and slicing into smaller pieces for ease of service, as well as the addition of ascorbic acid is acceptable.
- The produce served should be easily identified or recognized for what it is.
- Buy American: This provision of the Commodity Distribution Reform Act Amendments of 1987 requires that school Districts receiving federal funds purchase products which are both produced and processed in the United States. It is the intent of the School District to comply with this provision. The contractor understands that the products being quoted to the School District will comply with this provision. The Division of Food Services will monitor delivered products for compliance. Any product delivered that is of a foreign origin and available from an American source will be returned. The successful contractor will be expected to replace the returned foreign product with the comparable American product at the original bid price.
- Can purchase exotic fruits or vegetables that are not available locally or that are not domestically grown but must adhere to the Buy American provision.
- All products must be of the highest quality. No seconds will be accepted in the quality of the product supplied.
- Produce is to be of good quality free from bruising, discoloration, decay, sunscald and from damage caused by scars, yellowing, sunburn, dirt or other foreign materials, freezing, mosaic or other disease, insects, cuts, bruises, mechanical or other means.

- No selling price is to be printed on any of the bags and/or containers.
- Vendor must retain the ability to identify delivered products by lot or batch numbers in the case of any product recall.

#### 2.1.2. Unallowable

- Processed or preserved fruits and vegetables (i.e.canned, frozen or dried)
- Dip for fruit
- Fruit or vegetable juice
- Snack type fruit products such as fruit strips, fruit drops, fruit leather
- Jellied fruit
- Trail mix
- Nuts
- Cottage cheese
- Fruit or vegetable pizza
- Smoothies
- Fruit that has added flavorings including fruit that has been injected with flavoring
- Carbonated fruit

### 2.2 **Portion Sizes**

Portion must be reasonable and ample for a student to receive a “tasting” or “try me bite” of the fruit or vegetable. The vendor must provide a portion at a minimum of 1/8<sup>th</sup> cup of minimally processed or 1 piece or portion of a hand fruit or vegetable. Items must be ready for tasting. They should not require further kitchen preparation after delivery.

### 2.3 **Menu**

Monthly Menu must be provided thirty days prior to the start of the month for the District’s review. It is the intent of the District to offer students a wide variety of fruits and vegetables through the school year. Vendor must maximize variety in their monthly menu while also balancing budget restrictions. **The same fruit or vegetables shall not be repeated more than once every 6 months.**

#### 2.3.1 Cuts

Baby Carrot, Carrot Coins and Diced Carrots are considered one vegetable; although they are cut differently, they are still the same vegetable. Vendor must provide different types or varieties of fruits and vegetables not different cuts of the same vegetable or fruit.

#### 2.3.2 Types or Varieties

Asian pears and Bosc pears are considered different varieties of the same fruits and are acceptable to be menued within the 6-month rotation.

### 2.4 **Local**

Fruits and vegetables should be procured from local growers whenever practical. Pittsburgh Public Schools Food Services defines local as 250 miles from the City of Pittsburgh with preference being given to products with Pennsylvania origin. If product is not available from a local source fruits and vegetables should be procured 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. The Watersheds of the Three Rivers
3. Neighboring States, (Ohio, New York, West Virginia, Virginia, Delaware, New Jersey, and Maryland.)

### 2.5 **Notification of Substitutions**

All changes to pre-approved menu must be made with no less than 48 hours’ notice and must be approved by the Department Dietitian or Purchasing Supervisor. The District DOES NOT intend, by this RFP or any other communication, to relinquish control of the menu for any of the program locations. The District and the Vendor will jointly determine the menu with the District retaining full rights of approval.



## **2.6 Orders and Deliveries**

The Department of food services will provide the vendor with the school enrollment and the number of classrooms per school location. The District will communicate monthly with the awarded vendor to modify the enrollment or number of classes as needed. Under routine operating conditions, the school District will provide the vendor with a minimum of three (3) business days' notice of changes to menus and/or delivery schedules.

Deliveries are expected weekly on Tuesdays. Fresh fruits and vegetables are served to the students on Wednesday, Thursday and Friday of the same week.

Deliveries of food products shall be via mechanically refrigerated trucks capable of maintaining the product at a temperature is not deemed appropriate for the product by the District and/or the Allegheny County Health Department.

Hours of delivery are between 6:00am and 12:30pm. Delivery vehicles may not be loaded more than 18 hours prior to the commencement of deliveries.

Inside Delivery: Deliveries are to be made inside the Food Service Center located at 8 South 13<sup>th</sup> Street, Pittsburgh, PA 15203. Trucks will be unloaded by PPSFSD union staff. Drivers are required to help break down any pallets deemed necessary.

Refusals: Receiving personnel at the FSC have the right to refuse all or part of a delivery due to the following:

- Packaging: If Packages are torn, crushed, exposed to the elements, damaged in a manner so as to lose eye appeal, stained, unclean or unsanitary.
- Quantities: if products are shipped in quantities greater than ordered or products are shipped that were not ordered.
- Food condition: If food arrives in a spoiled, damaged, improper or unpalatable quality or condition.
- Other: If any other condition exists that is noncompliant with desired guidelines.

## **2.7 Nutrition Education Material**

The successful Vendor will provide materials for and participate in events to promote the FFVP program.

### **2.7.1 In-School Events:**

The Vendor will participate in approximately five nutrition education events each year, in conjunction with District nutrition education programming provided by the District or a community partner organization and District food service staff. Events will be mutually planned by the District and the vendor. Examples could include visits from local growers/farmers, costume character visits at snack distribution time, etc.

## **2.8 Marketing and Promotions**

The successful Vendor will provide materials for and participate in events to market and promote the FFVP program.

### **2.8.1 Merchandising Materials:**

The Vendor will be obligated to supply take home materials and in school nutrition education messaging to market the fresh fruit and vegetable program to students. Materials must be non-brand specific and focus on encouraging students to try USDA-identified food groups, promote age-specific nutrition education messages, farmer/ Harvest information and contribute to a positive and healthy school environment. The Vendor also will provide other point-of-sale materials for use at each school. Marketing materials must be provided in a ready-to-use hard copy format and/or an electronic format that can be adapted to District needs. Materials must include one color handout per class or for the teacher to read to students per item.

## **2.9 Budget**

Vendor will be responsible for offering a menu that maximizes the budget of the FFVP. Each location is provided a set dollar amount per student per school year. It is the expectation of the School District that the dollars paid for the fruits and vegetables will be spent in such a way as to maximize variety while providing a high-quality product within the program budget and FFVP guidelines. The Food Services Department requires that the awarded contractor provide a weekly breakdown in the form of an Excel spreadsheet (template will be provided by the Department), of

the invoicing to each site and the remaining balance of each site. The Department will provide the vendor with a static amount that should be segregated for the Food Services Department to earmark for administrative and labor fees for the use of the Department itself.

### 2.10 Invoicing

Each delivery slip/invoice must include the following: Unique document number, delivery date, destination, item number as supplied by manufacturer with description of items delivered, quantity per item delivered and total number of cases contained in the delivery. **Each delivery slip MUST be signed by the receiving agent.** All refusals or shortages at time of delivery shall be noted on the delivery slip/invoice.

Vendor will provide statements weekly in arrears, detailing and aggregating the produce satisfactorily provided during that billing week. The statements must contain at minimum the following information: Invoice number, date of invoice, item number and description for every item, quantity, unit price and extended totals. Vendor shall detail in the statements all applicable deductions to District, and/or apply all applicable credits as detailed in the bid/contact. Statements must be available electronically in .pdf and excel format.

Transmittal: Completed statements should be sent to the designated clerk of the Food Services Department. Contact information will be given to the successful vendor upon award of contract.

## Section 3: FFVP Rules and Regulations

The District intends to comply with and follow all rules and regulations provided by the USDA and the PA Department of Education, Division of Food Services in administering the FFVP. A current copy of the FFVP Handbook can be obtained from the USDA's website to provide further clarification on the FFVP and administration of the program in schools.

### 3.1 Program Funding:

In the event funding is not allocated during the fiscal year for these services, the District retains the right to cancel any and all contracts at its sole discretion. The District agrees to notify the contractor in writing of such non-appropriation at the earliest possible time.

## 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:

<u>Event</u>	<u>Date/Time</u>
Bid Posting Date	Monday, 20 April 2020
Due Date for Questions	Monday, 04 May 2020
Due Date for Submission of Proposals	Friday, 15 May 2020
Anticipated Date of Commencement of Services	Tuesday, September 29, 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 Friday, 17 April 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](mailto: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 13<sup>th</sup> 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 Monday, 04 May 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 pages one (1) and three (3). Additionally, each page of this solicitation should be initialed.

The signing of page 3 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 3 but must also indicate in writing below the signature, "Terms and Conditions Addendum Included." This addendum must be included directly following page 3 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 indicated 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. 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, the reader 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 Menu and Pricing

Proposals should include three sample menus and budgets used for previous or current accounts. The samples should indicate the number of schools and the allocations for each. It should show the weekly spend for each site and the menued 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 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.

### 5.3.7 Program requirements

In presenting the proposed method of performance, the vendor must specifically describe the following:

- Menu planning approach, planning methods and 6 months of sample menus with Verified pricing.
- A description of the food preparation equipment to be used.
- Provide pictures and/or describe the containers and packaging of the fresh produce to be used in the program.
- List contracts presently being serviced for the FFVP, include names and phone numbers of people responsible for contract awards and administration.
- Experience with and examples of nutrition education in a school setting.
- Experience with and examples of materials used to market and promote the FFVP program.
- Local growers or farms that vendor works with.

### 5.3.8 Social Responsibility

Proposals must include

1. Formal sustainability policy or statement.
2. Monthly sourcing reports (12 months minimum).
3. 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) family owned farms? If so, what products do you source and in what volume? What percentage of your overall product offering come from 250 miles of Pittsburgh; what percentage come from within Pennsylvania?
3. What strategies does your company employ to track the fair labor practices of farms from which you purchase? Do you prioritize purchasing from farms with Union representation? Do you purchase produce that is Fair Trade Certified by IMO?
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 farm of origin labeling on invoices? If so, please attach as sample invoice here.
6. Are you able to provide quarterly sourcing reports showing the farm of origin for all produce purchases and which items are sourced from within Pennsylvania and from within 250 miles of Pittsburgh? If so, please attach a sample sourcing report here.

7. Do you process cut produce on site? If not, from where do you purchase cut produce and is this facility licensed?

8. Do you have in house laboratory facilities to test for microbiological contamination? Does your company have certification from the Global Food Safety Initiative (GFSI)? If so, please provide documentation.

#### **5.4 Oral Presentations**

The District reserves the right to request that several or 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 and provide samples of products and nutrition education materials.

#### **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. As part of the contract, a respondent will be expected to provide criminal background and child abuse checks for all personnel that will be in direct contact with District students. In addition, a successful respondent will be expected to provide evidence of adequate insurance coverage.

It is anticipated that the contract with the successful respondent will run from **July 1, 2020 to June 30, 2022**. 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 District personnel involved with the program. The Evaluation Criteria sets forth the specific criteria the District will use to evaluate proposals. The District will consider each measure included in the checklist, but the District may determine the different weights assigned to each measure in 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 District, as determined in the District's sole discretion.

#### **6.1 Proposal Evaluation**

Scoring will be based on information including, but not limited to, the Vendor's proposal documents, references, interviews, product demonstrations, and 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 Philadelphia 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.
- Proposed Method of Project Evaluation.
- Project Cost (including itemization when appropriate).
- Involvement of Minority and Women-Owned Businesses.

### 6.3 Scoring Criteria

<b>Price</b>	35 points
<b>Social Responsibility</b>	30 points
<b>Programming</b>	20 points
<b>MWBE Certification</b>	10 points
<b>Complete Submission</b>	5 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 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 be 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.

**APPENDIX B - 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)

<p><b>1. Type of Federal Action:</b>                  a. contract                  _____ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  _____ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  _____ b. material change</p> <p><b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime _____ Subawardee                  Tier _____, if Known:</p> <p><i>Congressional District, if known:</i></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>                  Enter Name and Address of Prime:</p> <p><i>Congressional District, if known:</i></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>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.</b></p>	<p><b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction</b>                  Standard Form - LLL (Rev. 7-97)</p>	

## 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.

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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.