

RFP #2025-200

# REQUEST FOR PROPOSALS FOR THE DELIVERY OF FRESH PRODUCE

Pittsburgh Public Schools Food Service 8 South 13<sup>th</sup> Street Pittsburgh, PA 15203

#### Section 1 - Purpose of this Request for Proposal (RFP)

Pittsburgh Public Schools Food Service Department (PPSFS) is issuing this Request for Proposal to establish one or more contracts for the delivery of fresh produce in support of district meal programs. The district seeks vendor partners who are committed to transparency, flexibility, and alignment with the core values of the district Good Food Purchasing Policy (GFPP), including support for local economies, environmental sustainability, a valued workforce, animal welfare, nutrition, and equity, accountability, and transparency.

PPSFS operates as a self-operated food service department, providing meal services to approximately 19,000 students across 54 school dining rooms. On a typical school day, the department serves approximately 9,000 breakfasts and 13,000 lunches—totaling over 4.5 million meals annually. PPSFS also serves as a sponsor for state and federally funded nutrition programs, including the Child and Adult Care Food Program (CACFP), Afterschool Snack and Dinner Programs, and robust summer feeding operations. In addition to in-district service, PPSFS provides meals to external partner organizations, bringing the department's total annual meal output to nearly 5 million.

The selected vendor(s) may be designated as primary or secondary suppliers based on pricing, performance and operational considerations. PPSFS may assign vendors to specific groupings of schools or designate a single vendor to serve the entire district. These assignments will be evaluated and adjusted over time based on vendor performance, pricing, product availability, and other relevant data tracked through the district's food service software system. Awardees will be expected to align with the district's values-based procurement standards by sourcing locally whenever possible, supporting environmentally responsible farms, engaging with equitable and ethical suppliers, and providing nutritious, high-quality products for students. Transparency in sourcing, labor practices, and supply chain operations is essential to ensure accountability and shared impact.

The Pittsburgh Public Schools Board of Education (PGHBOE) is the legal authority for awarding any resulting contracts. All contracts will be non-exclusive, and the district reserve

s the right to purchase from third-party suppliers or negotiate directly with local producers when needed to meet program goals or address availability.

Vendors selected through this process will play a vital role in advancing a more just, sustainable, and community-centered food system for Pittsburgh students and families.

#### **SECTION 2 – TERMS AND CONDITIONS**

#### 1. Product Standards and Facility Requirements

Vendor facilities must be locked 24 hours a day. Delivery trucks must remain locked when not in operation. All receiving areas and vehicles must be refrigerated and sanitized weekly at minimum. PPSFS reserves the right to make final disposition decisions for any internally damaged or suspect products.

### 2. Produce Quality Assurance

#### 2.2 USDA Standard

All products must conform to USDA Food Buying Guide (FBG) standards and specifications for Child Nutrition Programs. Where applicable, items must be packed under continuous USDA inspection.

#### 2.3 Appearance

Produce must be fresh, clean, and free from bruising, spoilage, off-colors, dehydration, or any other visible defects not aligned with commercial quality expectations. Products must not be squashed, crushed, or physically compromised.

#### 2.4 Use of Misshapen or Visually Imperfect Produce

Vendors are required to work collaboratively with PPSFS to develop a program identifying produce that does not meet visual commercial/retail standards yet is fully usable in scratch cooking. This initiative will help reduce waste while maximizing value and alignment with the district's sustainability values. Approved items under this program must be clearly labeled and approved prior to inclusion.

#### 2.5 Ready-to-Eat Products

Ready-to-eat items must be pre-washed and require no additional preparation at the school site. Written verification of compliance must be provided for all such items. Any items that are not pre-washed should be indicated by the vendor.

#### 2.6 Additives and Processed Products

Only natural preservatives (e.g., USDA-approved vitamin or mineral blends) may be used. Synthetic preservatives, artificial colors, and dyes are strictly prohibited.

For processed produce (e.g., pre-cut or packaged items), vendors must submit a full list of ingredients and preservation methods upon request. All items must comply with USDA and FDA food safety guidelines.

#### 2.7 Nutritional Documentation

For each item sold to the district, vendors must provide a Product Formulation Statement (PFS) formatted to USDA Food Buying Guide standards. These must be submitted any time there is a change in the source of the product that would alter nutritional compliance and for any new or substitute item agreed upon.

#### 3. Product Origin Transparency

All weekly availability lists and invoices must include:

- Mandatory: Country of origin, identification of Pennsylvania-grown products, and labeling of local (≤250 miles) and regional (≤400 miles) items
- Required: Farm name and location

Required: PA Preferred designation, if applicable

#### 4. Packaging and Labeling

All packaging must meet USDA and FDA standards for food-contact safety. All labels must be water-fast, legible, and include:

- Product description and vendor item code
- Processing/Pick date (MM/DD/YYYY) and lot number
- USDA plant number (if applicable)
- Full ingredient statement in order of predominance
- Case count and expiration date

#### 5. Pre-cut and Packaged Produce

If pre-cut items are processed offsite, the vendor must disclose the processing facility and provide documentation on safety, handling, and cold-chain controls.

### 6. Pricing Audits

PPSFS reserves the right to conduct quarterly pricing audits to ensure compliance and transparency. Vendors will be provided with no less than 14 calendar days' notice prior to the audit. Upon receiving notice, the vendor will have 14 calendar days to submit all requested documentation.

For each audit, the District will randomly select twenty-five (25) items and identify a date range from the preceding quarter. The vendor must electronically submit a completed Pricing Analysis Form along with:

Invoices showing the vendor's cost of acquisition for the selected items

All corresponding invoices billed to PPSFS for those items during the selected time period Pricing will be evaluated against prevailing rates published by the Baltimore Terminal Market during the audit window. Significant discrepancies may trigger further investigation or corrective action.

# 7. Manufacturer and Supplier Discounts (Including Seasonal or Catalog Offers)

- 7.1 The awarded vendor agrees to extend to Pittsburgh Public Schools Food Service (PPSFS) any discounts, promotional pricing, incentives, or special offers made available by manufacturers or suppliers during the term of the contract.
- 7.2 The vendor must communicate the pricing, terms, and conditions of such offers to PPSFS in a timely manner. If these benefits are not extended to PPSFS, the vendor will be required to reimburse the District the difference between:
  - The total purchase order amount based on the PPSFS contract price
  - The total amount reflecting the discounted or promotional pricing offered by the supplier or manufacturer.

#### 8. Payment Terms

Due to the district's five-tiered AP clearance process, standard payment will not occur earlier than **net 60**.

Vendors are encouraged to offer early payment discounts, though these will not impact bid scoring. Annual rollover from November to February may further delay disbursements.

# 9. Monthly and Year-End Reporting

The Vendor must provide digital monthly and year-end velocity reports detailing purchases by individual site, including item descriptions, quantities, unit pricing, and total spend. Monthly

reports must also include credits, returns, and documentation of any damaged goods by site. Year-end reports are not required to include credits or returns.

All reports must be submitted in a sortable, spreadsheet-friendly format (e.g., Excel or CSV; PDFs and scans will not be accepted). Reports must include both site-level detail and a district-wide consolidated summary.

Monthly reports must be emailed to Chef Malik Hamilton, Director of Food Services at **mhamilton1@pghschools.org** no later than the fifth business day of the following month.

#### 10. Electronic Ordering

Vendors must have a fully operational online ordering system capable of supporting file transfers via FTP in the following formats: flat, XML, EDI, and EDI850. PPSFS will provide the Vendor with its system requirements, including FTP address, folder location, file name format, username, and password. For EDI850 transmissions, additional identifiers must be provided, including the District's ISA and GS ID, as well as the Vendor's ISA and GS ID.

PPSFS reserves the right to modify supported file types with prior notice to accommodate system upgrades. Vendors must notify PPSFS at least seven (7) calendar days in advance of any changes to their ordering portal and provide updated training materials for district staff.

The ordering platform must support the following functionality:

- Individual ordering access for all school sites, each with a unique login
- Centralized approval and oversight by a "Super Buyer" role with the ability to review, edit, reject, or return submitted orders
- Full visibility into item numbers, descriptions, pack sizes, and pricing in the vendor's order guide
- Ability for site users to save, submit, or revise orders, place "No Order" holds, create standing orders, and view/print current and past orders
- Enforcement of default delivery days to prevent orders on non-designated dates

If the vendor also provides a web-based product catalog or ordering interface, they must grant a minimum of three (3) full-access "superuser" accounts as designated by PPSFS. In addition, the vendor must provide an unlimited number of limited-access accounts that allow product browsing and catalog searches but restrict ordering, invoicing, or billing-related functions. Vendors must notify PPSFS at least seven (7) calendar days in advance of any changes to their website and provide updated training materials for district staff.

#### 11. Deliveries

11.1 Vendors must ensure reliable, consistent deliveries that meet all time, quality, and operational standards outlined below. PPSFS reserves the right to reject non-compliant deliveries and to enforce corrective measures, including financial penalties when appropriate.

#### 11.2 Delivery Window

All deliveries must be made between 6:00 AM – 1:30 PM. Orders that cannot be made in that window must be delivered the next business day within the same time window.

#### 11.3 Frequency

Each school site must receive deliveries at least once per week. If a single vendor is awarded the entire district contract, they may not schedule deliveries to all sites on the same day

#### 11.4 Priority Sites: Brashear and South Hills

Deliveries to these two sites must occur Mondays by 6:30 AM due to elevated student traffic patterns and delivery dock constraints located on the South Hills side of the building.

#### 11.5 Delivery Delays

If a delivery is delayed due to inclement weather, poor road conditions, equipment failure, or similar issues, the Vendor must notify the PPSFS Purchasing Supervisor immediately via phone and/or email. When delays occur, deliveries may be rescheduled between 12:00 PM and 2:00 PM.

#### 11.6 Delivery Conditions

All deliveries must be conducted using clean, food-safe, and refrigerated vehicles and containers.

- 11.6.1. Products requiring refrigeration must be delivered at or below 41°F. Items that are sensitive to cold, such as bananas, must be stored in the warmest part of the vehicle and insulated appropriately.
- 11.6.2. Products that arrive at incorrect temperatures, show signs of temperature shock, or are visibly damaged will be rejected and must be replaced.
- 11.6.3. All containers must be clean, free of dirt or grime, and clearly labeled with product identification and expiration dates. Perishable refrigerated items must have at least seven (7) days of remaining shelf life at the time of delivery. If expiration dates are coded, the Vendor must provide a decoding key at the time of proposal submission
- 11.6.4. Vendors must comply with city and county anti-idling ordinances (maximum idling time of 5 minutes; or up to 20 minutes per hour when temperatures are below 40°F or above 75°F). PPSFS reserves the right to impose fines for violations.
- 11.6.5. The Vendor is financially responsible for any damage caused to district or private property while on site.

#### 12. Performance Escalation and Accountability

To ensure contract performance, the following escalation sequence applies to any repeated or unresolved issues:

- **12.1 Initial Written Communication**: Formal notification outlining the concern and required correction timeline
- 12.2 Corrective Action Plan: Vendor must submit a plan within five business days indicating what the proposed changes to rectify the situation and who in the organization will be the person in their organization that will own the oversight of this issue.
- 12.3 Withheld Payment: PPSFS may withhold payment for affected deliveries until such time as the

**12.4** Contract Review: Continued failure may result in contract termination and "Non-Responsible Bidder" classification

Note: PPSFS reserves the right to skip steps in this sequence depending on severity or recurrence.

#### 12.5 Dedicated Sales Representative Compliance

Vendors must assign a dedicated sales representative. If the position is vacated the vendor will assign a temporary representative until a permanent replacement is hired.

- **12.5.1** If the position is left unfilled by a permanent or temporary representative from more than twenty (21) days PPSFS will issue written notification.
- 12.5.2 If the position is left unfilled by a permanent or temporary representative for more than thirty (30) days PPSFS will invoice the vendor \$200 weekly penalty until assignment is confirmed.
- **12.5.3** If the role remains vacant for sixty (60) days, the contract may be subject to immediate termination.
- 12.5.4 If the position does remain vacant for greater than the sixty (60) the contract will be terminated at the end of the current school year.

#### 13. Recalls

Upon learning of a recall, vendor must: Immediately contact the Director of Food Service or authorized department designee. The vendor should not contact school site managers directly. Obtain written or verbal confirmation from the department of receipt of the recall notification. Immediately halt and remove all affected items and issue credit or replacement.

#### 14. Acts of God

Due to conditions outside the Vendor's reasonable control—including, but not limited to, extreme weather events, natural disasters, or widespread supply chain disruptions—there may be instances where a product awarded under contract is no longer available at the previously guaranteed cost from the manufacturer.

In such cases, the Vendor may invoke the Act of God Clause, which allows for a temporary adjustment to pricing on impacted items. The Vendor must maintain the original fixed markup fee structure submitted in the awarded proposal. This clause may only be enacted when the Vendor has received official notification from a manufacturer or supplier indicating that their own Act of God or force majeure provision has been triggered.

The following conditions must be met in order to enact this clause:

• Advance Notification: The Vendor must provide written notice to the District at least seven (7) calendar days prior to the proposed pricing change. This notice must include a list of all affected products.

- Documentation Requirement: The Vendor must submit a copy of the manufacturer's Act
  of God notice as well as current documentation substantiating the revised manufacturer
  pricing.
- **District Review and Decision:** Upon receipt of the required documentation, PPSFS will evaluate available options, which may include:
  - Accepting the updated pricing for the original item(s)
  - Substituting with an alternate product
  - Procuring the item(s) through an alternative supplier
- **Limitations:** Price changes that do not meet the criteria listed above or are made without the appropriate notification and documentation will be considered unauthorized and may be subject to corrective action.

This clause exists to ensure both the Vendor and PPSFS are able to navigate rare and extraordinary circumstances without compromising the integrity or financial fairness of the contract. Vendors are encouraged to bid with confidence, knowing there is a defined and accountable process for managing unforeseen events.

#### 15. Force Majeure

Except so far as the Vendor may have assumed a greater obligation, neither Party shall be considered in breach of this Agreement to the extent that its performance of any duty under this Agreement is prevented by extreme weather events such as tornadoes, hurricanes, earthquakes, tidal waves, drought, and floods; fires or explosions; war, terrorism, or other armed hostilities; embargo; public riot, disorder or commotion; unforeseen shutdown of major sources of supply or the like; labor strikes, lockouts, or other labor action (unless solely restricted to employees of the party claiming that its performance is excused); widespread communicable disease outbreaks, including but not limited to plagues, epidemics, or pandemics; or by compliance in good faith with any applicable foreign or domestic governmental regulation or order, whether or not it later proves to be invalid. Increased cost alone does not excuse performance. Neither is a rise or a collapse in the market itself a justification, for that is exactly the type of business risk that this Agreement and its pricing provisions are intended to cover. But a severe shortage of raw materials or of supplies due to an above-specified contingency, which either causes a marked increase in cost or altogether prevents the Vendor from securing supplies necessary to its performance, is within the contemplation of this section.

#### 16. GFPP Value Reporting Requirements

Vendors must annually submit cumulative-velocity report covering purchases from 01 July to 30 June of each contract year using the provided GFPP Data Form. The form must be submitted by 14 July or the first business day thereafter.

#### 17. Educational Outreach and Initiatives

The PPS Food Service Department views itself as an active participant in educating students about food systems, nutrition, and healthy eating habits. The selected Vendor will be expected to support this mission by participating in educational activities throughout the school year, as requested by the District.

#### 17.1 Student and Family Engagement

Upon request, the Vendor may be asked to support or provide programming for students, families, and faculty. Examples include cooking demonstrations, classroom discussions, product tastings, farm tours, and other food education events that enhance engagement and understanding of fresh produce and local food systems.

#### 17.2 District Staff Engagement

The Vendor may also be asked to provide or sponsor activities for PPSFS staff, such as culinary demonstrations, product handling training, facility or farm tours, and sampling events. These opportunities help support continuous learning, product familiarity, and alignment with PPSFS's operational and educational goals.

#### 18. Contract Term

The contract term is for a period of two (2) years beginning 01 July 2025 and ending 30 June 2027. PPSFS reserves the right to extend this contract for three (3) additional 1-year terms after the initial two (2) years have expired. This makes for a maximum possible contract of five (5) years.

The Pittsburgh Board of Education reserves the right to cancel this RFP at any time and for any reason. In the event of cancellation by either party the school district will not be obligated to purchase any items remaining in inventory.

Renewal of the contract is at the sole discretion of the District and is not guaranteed to the Vendor. Renewal will only be considered if it is clearly in the best interest of the District. The Vendor's performance will be evaluated at the conclusion of the contract term based on their compliance with all requirements outlined in this RFP.

#### **SECTION 3 – VENDOR SUBMISSION GUIDELINES**

Pittsburgh Public Schools Food Service Department (PPSFS) intends to select the most responsive and responsible vendor(s) whose complete proposal demonstrates the ability to consistently deliver high-quality products, dependable service, and on-time deliveries. Proposals must include all components outlined below and be formatted in order of the following.

#### 1. Minimum Qualifications Documentation

Vendors must submit the following documentation to be considered for award:

#### 1.1. Licensing and Registration

- 1.1.1. Valid business license, W-9, and certificate of liability insurance
- 1.1.2. Proof of FDA registration in compliance with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188)

#### 2. HACCP Certification

2.1. Documentation of current Hazard Analysis and Critical Control Points (HACCP) certification for any facilities handling fresh produce

#### 3. Required Attachments

- 3.1. All attachments are required and must be submitted in full with your proposal. Each document plays a critical role in determining eligibility and alignment with PPS Food Service policies and procurement values.
- 3.2. **Good Food Purchasing Program (GFPP) Commitment Form** Vendors must complete and sign the GFPP Commitment Form, affirming their intent and capacity to collaborate with Pittsburgh Public Schools Food Service in promoting a transparent, equitable, and sustainable food system. This includes supporting local sourcing, fair labor practices, environmental sustainability, nutrition, and animal welfare.
  - **3.2.1. Eligible Business Enterprise (EBE) Aspirational Goal Form** To support PPS's supplier diversity efforts, vendors must complete the EBE Aspirational Goal Form. This includes identifying any certified diverse firms you plan to partner with for this contract, documenting past spend with minority-, women-, and disadvantaged-owned businesses, and outlining good faith efforts if no current partnerships exist. Proof of certification must be attached where **applicable.** 
    - **3.2.1.1. District Building Sites -**Vendors must indicate in writing the District Building Sites Form to indicate which specific sites they are submitting pricing for. This form allows PPS to assess vendor capacity, coverage strategy, and geographic alignment.
    - **3.2.1.2. Certification Regarding Debarment and Suspension** Vendors must sign and submit this federal certification affirming they are not currently debarred, suspended, or otherwise excluded from participating in federal programs or contracts.
    - **3.2.1.3. Certification Regarding Lobbying** This certification must be completed and signed to affirm compliance with federal restrictions on lobbying. If any lobbying activities have occurred, they must be disclosed as required by federal law.

- **3.2.1.4. Non-Collusion Affidavit** Vendors must sign and notarize this affidavit affirming that their bid has been submitted independently and without collusion with other bidders, in compliance with Pennsylvania procurement law.
- 3.3. **Certificate of Insurance** A current Certificate of Insurance must be provided. The certificate must reflect active coverage for the duration of the contract and demonstrate compliance with all insurance requirements stated in this RFP. Annually updated copies should be submitted to PPSFS for the duration of the contract.

#### 4. Financial Documentation

#### 4.1. Pricing Structure

Proposals must include a pricing model that is fair, transparent, and accountable. Pricing may follow existing models used by regional buying groups or a vendor's own structured approach. The model must include all delivery and handling charges, clearly list all applicable fees, rebates, and markups. Cost-plus-percentage pricing models cannot be accepted.

- 4.2. Any additional rebates, promotions, etc. must be clearly indicated. A detailed listing of any fees included in the overall markup should be included. All prices should be inclusive of delivery charges.
- 4.3. Pricing structures must be held firm for six months (01 July to 31 December; 01 January to 30 June). Any changes in pricing must be justified with documentation from the vendor and approved by PPSFS.
- 4.4. Pricing will be evaluated against prevailing rates published by the Baltimore Terminal Market during the audit window.
- 4.5. The District reserves the right to decline to purchase any item offered by the Vendor based on that item's cost being too high, seasonality, quality, or for any other reason, at the District's sole discretion.
- 4.6. Pricing submissions must be submitted on the Pricing Analysis Form. A digital copy of the form can be acquired by contacting Chef Malik Hamilton, Director of Food Services at mhamilton1@pghschools.org

# 5. Statement of Corporate Capability

- 5.1. Responses must include:
  - Number of current School Food Authority clients and relationship duration
  - Descriptions and credentials for Quality Control and Warehouse Supervisory teams
  - Written recall procedure
  - Delivery staffing and fleet capacity, including refrigerated transport
  - Ability to deliver to multiple PPS sites with varying schedules
    - Indicating which sites the vendor wishes to service if less than 100% of listed sites.
       See Appendix A for a list of school sites that receive delivery. The district reserves the right to add more sites as needed.

#### 6. Social and Environmental Practices

#### 6.1. Local Economies

- 6.1.1. List of farms within 250 miles of Pittsburgh and annual spend
- 6.1.2. List Farm size breakdown and associated spend
- 6.1.3. List PA Preferred farms and annual spend (if available)
- 6.1.4. Example of Farm-of-origin labeling on invoices (if available)
- 6.1.5. Indication of percentage of total spend that is Local (within 250 miles

#### 6.2. Valued Workforce

- 6.2.1. Indicate any Labor practice monitoring your company does of its vendors
- 6.2.2. Indicate any Union, co-op, employee owned, or similar model of farm labor prioritized
- 6.2.3. Indication any Fair Trade certification usage

#### 6.3. Environmental Sustainability

- 6.3.1. Provide Short-dated product management procedures
- 6.3.2. Provide Organic waste handling policies
- 6.3.3. Provide Sustainability certifications

#### 6.4. Product Traceability & Technology

6.4.1. Describe traceability capabilities, including digital tracking systems, report generation for product origin, technology for order fulfillment and inventory, and readiness for audit participation.

#### 7. Formatting and Submission Guidance

- 7.1. To ensure clarity, consistency, and efficient review, all proposals must be submitted digitally. Hard copy submissions will not be accepted.
- 7.2. Narrative Format: Provide concise, clearly written responses for each section. Supporting materials should be referenced directly in the narrative.
  - 7.2.1. Submit all narrative materials as PDF documents
  - 7.2.2. Submit any required spreadsheets in editable Excel format.
- 7.3. Organization: Structure your submission using the section numbering provided in this RFP
- 7.4. Attachments: Label all attachments clearly

#### **Anticipated Schedule for Vendor Selection**

The anticipated timeline for the vendor selection process is as follows. All dates are subject to change at the discretion of PPSFS. Vendors will be notified promptly of any adjustments to this schedule.

Tuesday 10 June 2025 - RFP posting date

Monday, 16 June 2025 – Deadline for vendor questions

Tuesday, 17 June 2025 - Responses to vendor questions issued

Tuesday, 01 July 2025 - Proposal submission deadline

Thursday, 03 July – Tuesday, 08 July 2025 – Vendor presentations (if requested)

Wednesday, 09 July 2025 – Anticipated vendor selection and notification

Wednesday, 27 August 2025 – Final Board of Education approval

Tuesday, 01 September 2025 – Anticipated contract start date

Questions may be directed to Chef Malik Hamilton, Food Service Director via email; mhamilton1@pghboe.net

We look forward to your response!

Malik Hamilton, Purchasing Supervisor

Pittsburgh Public Schools Food Services

8 South 13<sup>th</sup> Street

Pittsburgh, PA 15203

# **APPENDIX A**

# **DISTRICT BUILDING SITES**

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

#8 Delivery Site:	South Brook 6-8				
Delivery Site Address:	779 Dunster St, Pittsburgh, PA 15226				
#9 Delivery Site:	Sterret Classical Academy				
Delivery Site Address:	7100 Reynolds St, Pittsburgh, PA 15208				
#10 Delivery Site:	Weil PreK - 5				
Delivery Site Address:	2250 Centre Ave, Pittsburgh, PA 15219				
#11 Delivery Site:	Allderdice High School				
Delivery Site Address:	2409 Shady Ave, Pittsburgh, PA 15217				
#12 Delivery Site:	Brashear High School				
Delivery Site Address:	590 Crane Ave, Pittsburgh, PA 15216				
#13 Delivery Site:	CAPA 6-12				
Delivery Site Address:	111 9th St, Pittsburgh, PA 15222				
#14 Delivery Site:	Carrick High School				
Delivery Site Address:	125 Parkfield St, Pittsburgh, PA 15210				
#15 Delivery Site:	Obama Academy				
Delivery Site Address:	515 N Highland Ave, Pittsburgh, PA 15206				

#16 Delivery Site:	Perry High School				
Delivery Site Address:	3875 Perrysville Ave, Pittsburgh, PA 15214				
#17 Delivery Site:	Science and Technology Academy (Sci-Tech)				
Delivery Site Address:	107 Thackeray Ave, Pittsburgh, PA 15260				
#18 Delivery Site:	University Prep / Milliones				
Delivery Site Address:	3117 Centre Ave, Pittsburgh, PA 15219				
#19 Delivery Site:	Westinghouse Academy				
Delivery Site Address:	1101 N Murtland St, Pittsburgh, PA 15208				
#20 Delivery Site:	South Hills				
Delivery Site Address:	595 Crane Ave, Pittsburgh, PA 15216				
#21 Delivery Site:	Foodservice Center				
Delivery Site Address:	8 South 13th Street 15203				
#22 Delivery Site:	Brookline				
Delivery Site Address:	500 Woodbourne Ave 15226				
#23 Delivery Site:	Carmalt				
Delivery Site Address:	1550 Breining St 15226				

#24 Delivery Site:	Greenfield		
Delivery Site Address:	1 Alger St 15207		
#25 Delivery Site:	King		
Delivery Site Address:	50 Montgomery PI 15212		
#26 Delivery Site:	Mifflin		
Delivery Site Address:	1290 Mifflin Rd. 15207		
#27 Delivery Site:	Miller		
Delivery Site Address:	2055 Bedford Ave 15219		
#28 Delivery Site:	Minadeo		
Delivery Site Address:	6502 Lilac St 15217		
#29 Delivery Site:	Sunnyside		
Delivery Site Address:	4801 Stanton Ave 15206		
#30 Delivery Site:	Westwood		
Delivery Site Address:	508 Shadyhill Rd. 15205		
#31 Delivery Site:	West Liberty		
Delivery Site Address:	785 Dunster St. 15226		

#32 Delivery Site:	Arlington				
Delivery Site Address:	800 Rectenwald St. 15210				
#33 Delivery Site:	Clayton				
Delivery Site Address:	1901 Clayton Ave 15214				
#34 Delivery Site:	Conroy				
Delivery Site Address:	1398 Page St. 15233				
#35 Delivery Site:	Oliver				
Delivery Site Address:	2323 Brighton Rd. 15212				
#36 Delivery Site:	Student Achievement Center				
Delivery Site Address:	925 Brushton Ave. 15208				

# APPENDIX B - GOOD FOOD PURCHASING POLICY LANGUAGE

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Book Policy Manual

Section 900 Operations

Title Good Food Purchasing Policy

Code 907.1

Status Active

Adopted October 27, 2021

#### <u>Purpose</u>

The Board of Education recognizes that access to good food is essential to health, wellness, productivity and achievement of its students, faculty, and staff. As a school District that provides up to three meals and a snack daily to its students, faculty and staff, as well as to various community partners, the District has an important opportunity to ensure dollars spent on food support student wellbeing, as well as the local economy and environment.

Through this Good Food Purchasing Policy, the Board seeks to ensure that, whenever financially feasible, foods procured and served as part of the District's meal program:

- 1. Meet or exceed Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals.
- 2. Support health and wellness.
- 3. Ensure all workers in the food supply chain receive fair compensation, fair treatment, and are free of exploitation and retaliation with their rights to freedom of association, organize a union, and collectively bargain protected.
- 4. Come from state and/or regional food processing and agricultural operations.
- 5. Are equitably accessible in its cultural diversity and cultural acceptability for the majority of students.
- 6. Are produced, processed, distributed, and recycled locally using the principles of environmental stewardship, humane treatment of animals, and priority on plant-based meals.

#### **Definitions**

**Good Food** - food that is healthy, green, fair and affordable.

**Healthy Food** - food that delivers nourishment.

**Green Food** - food produced using environmentally sustainable practices.

**Fair Food** - food that has been produced, purchased and served in a manner that has not exploited any of the workers in the supply chain.

**Affordable Food** - food that is priced in a way that is financially equitable in its accessibility by students.

**Humane Food** - food derived from animal sources raised in a manner that is stress-free focused on promoting the overall health of the animal to prevent disease rather than a model of disease treatment, as well as opportunities to exhibit natural behaviors of the animal including ranging, foraging, rooting, and grooming.

#### **Procurement**

This Good Food Purchasing Policy encompasses five distinct yet interrelated values, which collectively define "good food" as local, sustainable, humane, fair, and healthy, and shall be used to guide the District's food procurement practices. The good food values are:

- 1. Local Economies Support small and mid-sized agricultural and food processing operations within the local area or region.
  - a. The Food Services Good food procurement plan will define a food as **local** if it is grown or produced by an agricultural or food processing operation within:
    - i. 250 miles of the city limits of Pittsburgh, excluding any locales outside of the United States.
  - b. The Food Services Good Food procurement plan will define a food as **regional** if it is grown or produced by an agricultural or food processing operation within 400 miles of the city limits of Pittsburgh.
    - i. Regional preference will be given to those items grown and/or produced in the State of Pennsylvania.
  - c. The Food Services Good Food procurement plan will establish a specialty procurement program that will directly promote local small and mid-sized agricultural growers, including but not limited to Fresh Fruit and Vegetable Program, Farm to School, and other outside partnership initiatives.
- 2. Environmental Sustainability Source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
- 3. Valued Workforce
  - a. Protect workers' rights to freedom of association, to organize a union, and to collectively bargain in order to better ensure safe and healthy working conditions and fair compensation for all food chain workers, and
  - b. Ensure farmers a fair price for their products that covers the cost of production and fair remuneration for their management and labor, including safe and healthy working conditions and fair compensation.
- 4. Animal Welfare Provide healthy and humane care of livestock. Priority is placed on plant-based meals and meat not produced by CAFOs (Concentrated Animal Feeding Operations).
- 5. Nutrition Promote student health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by

eliminating artificial additives.

- a. The Food Services Good Food procurement plan must seek to eliminate potential harmful food additives, colorings and dyes, high fructose corn syrup, genetically modified foods, pesticides, herbicides, hormones, antibiotics, refined sugar, brominated flour and artificial sweeteners.
- b. In support of code 228.1 Food Allergy Management, the Food Services Good Food procurement plan, must—when financially feasible and in a manner that brings increased overall value to the food services program—seek to eliminate as many of the top eight (8) food allergens from the center of the plate meat proteins. These allergens are soy, wheat, eggs, tree nuts, peanuts, fish, dairy, and shellfish, with the understanding that the Department cannot guarantee that a student will never experience an allergy-related event while at school and that there are situations where the addition of an allergen is an integral part of providing a product that is culturally and palatably acceptable to our students.

#### **Vendor Management**

The District will expand and establish supply chain accountability and traceability systems with vendors and distributors to verify sourcing commitments and incorporate Good Food Guidelines into bids, Requests for Proposals (RFPs) and contracts for food products, where available and when applicable.

#### **Evaluation and Transparency**

- 1. Per this Pittsburgh Public Schools District policy, PPS Food Services will incorporate Good Food values into Requests for Proposals (RFPs) and contracts for food services. PPS FSD will strive to annually increase procurement of Good Food through strategic menu planning and procurement, to meet multi-year benchmarks for the five (5) Good Food values.
- 2. The Food Service Department will evaluate and report progress towards these benchmarks as well as outline the next year's target goals at the final School Board Meeting of each school year.
  - a. On or before the first business day of July, the Food Service Department will make this report information/assessment available publicly.
- 3. The Board, the FSD, or a community partner organization will host annual public meetings to accompany the report information before June 30th of each year. At these meetings, time will be reserved for public comments and questions regarding PPS's ongoing progress with GFPP.
- 4. PPS FSD will select a **community advisory expert** on the Good Food Purchasing Policy values to serve on PPS's evaluation committee for future food contracts.
- 5. PPS shall also make supplier data (bidders, subcontractors) publicly available upon request as part of a broad effort with coalition partners that supports successful implementation. The Center for Good Food Purchasing will continue to provide evaluation support and annual assessments to measure progress toward Good Food Purchasing Program benchmarks using the Good Food Purchasing Standards criteria.

#### **Equity**

The Food Services Good Food Procurement Plan, in support of Code 710 - Eligible Business Enterprises (EBE) will seek out and give preference to small and mid-sized agricultural and food processing operations that are owned and operated by historically marginalized communities including racial/cultural minorities, military combat veterans of color, and women.

#### **Appendix C - Good Food Purchasing Documentation**

#### **Good Food Purchasing Pledge**

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

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

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

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

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

Animal Welfare humane methods	•	purchasing	meat	products	that	are p	roduced	using	healthy	/ and
Nutrition To pro	mote the cons	sumption of	high-c	auality foo	d pro	ducts.	includin	g but i	not limit	ted to

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

fruits and vegetables, to improve the health and well-being of our community

- As outlined in the Good Food Purchasing Standards from the Center for Good Food Purchasing goodfoodpurchasing.org, we commit to meeting at least the baseline standard for the five value categories listed above.
- 2. Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.
- 3. Report annually on implementation progress of the Good Food Purchasing Standards.
- 4. Participate in the Good Food Purchasing Program, administered by the Center for Good Food Purchasing, and comply with due diligence reporting requirements to verify compliance, measure progress and celebrate success

Signature of Authorized	Name of Company
Agent	
Printed Name of	Date
Authorized Agent	

# **APPENDIX D: EBE GOAL FORM**

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# 10% ELIGIBLE BUSINESS ENTERPRISE (EBE) ASPIRATIONAL GOAL FORM Minority/Women business Department

A 10% EBE Aspirational Goal has been applied to this contract opportunity. Pursuant to the Uniform Terms and Conditions of this solicitation for the **Pittsburgh Public Schools (PPS)**, offering companies are <u>required</u> to identify their proposed utilization of certified diverse businesses upon responding.

CONTRACT TITLE/DESCRIPTION:		
PPS STAFF:	DEPARTMENT:	A DT D A TF.
ESTIMATED CONTRACT AMOUNT:		
EBE goal):  a.   For Profit (corporation, par	tnership, etc.)  Non-Profit (NPO) entity, please identify your diversit	a certifying agency for credit towards the  ☐ Government Agency ty status: ged Business (DBE) certified siness Administration (8(a)) certified
<ol> <li>Proposed Diversity Utilization Plan – Ple will assist in completing the scope of w</li> </ol>		egarding any additional business entity that Attach proof of current certification.
	Certified Diverse Business #1	Certified Diverse Business #2
Company Name		
Company Contact (name, title, email, and phone)		
Scope of Work		
Dollar Amount & Percentage of Contract	\$ ÷ total contract amount  = % of total contract	\$ ÷ total contract amount  = % of total contract
Business Diversity Type(s) (see question #1 above)		
if \$0 or 0% will be awarded to a certifice a. Business Diversity \$ Paid Out Lot • Total Business Diversity Paid • Total Business Diversity Paid b. Business Diversity Firms Count: company contracted with las MBE: WBE:  c. Business Diversity Affiliations: A share the name of the organiz	ed diverse-owned/led firm.  ast Year to MBE, WBE, DBE, 8(a) or N  iid =  iid/Your Company's Total \$ Spent =  What is the total number of MBE, W  t year? Please itemize by each dive  DBE: SBA 8(a): To  re you a member of any supplier/b	*% /BE, DBE, and/or \$BA 8(a), firms that your ersity type as well. tal: business diversity organizations? If so, please ing your level of involvement with that
As the authorized representative for the co diversity certifications and participation fo furnished is true to the best of my knowled	r this proposed contract have beer	
Company Name:		Date:
Printed Name and Title of Owner/Authorize		
Address, City, State, and Zip Code:	Fay Number	
Email Address of Authorized Representativ		
Signature of Authorized Representative:		
This section to be completed by the Pittsbu	urgh Public Schools staff:	
Managing Department/School:		
Project Manager/Owner:		Phone Number:

Submit completed forms with attachments to the Minority/Women Business Department, pcastleberry1@pghschools.org.

The Pittsburgh Public Schools does not discriminate on the basis of race, color, age, creed, religion, sex, gender (including gender identity or expression), sexual orientation, ancestry, national origin, marital status, pregnancy or disability in its programs, activities or employment and provides equal access to designated youth groups. Inquiries may be directed to the Title IX Coordinator or the Section 504/ADA Title II Coordinator at 341 S. Bellefield Avenue, Pittsburgh, PA 15213 or 412.529.HELP (4357).



# 10% ELIGIBLE BUSINESS ENTERPRISE (EBE) ASPIRATIONAL GOAL FORM Minority/Women business Department

#### **INSTRUCTIONAL GUIDE**

This page provides a list of instructions to assist with completing the 10% EBE Aspirational Goal form. Please copy and utilize a separate form for each individual project or contract opportunity.

#### **Top Section** (captures your company information)

- Contract Title/Description what products and/or services are you providing pricing for?
- PPS Staff & Department enter the name of the person and department that you submitted your pricing to.
- Estimated Contract Amount enter the amount.
- Start Date enter the anticipated date that the contract will commence.
- Business Diversity Type Check the box for all that apply.
   PLEASE ATTACH PROOF OF CERTIFICATION IF APPLICABLE. For more information, visit our website at www.pghschools.org/mwbe.
- 2. **Proposed Diversity Utilization Plan** List any suppliers, sub-contractors, sub-consultants, etc. that you will compensate to assist in the completion of the scope of work for this contract opportunity.
  - Company name enter the name of the certified diverse firm (based on the business diversity types above).
  - Contact information provide the name, title, email and phone number of the contact person.
  - Type of work that they will perform briefly describe their scope of work for this contract.
  - To calculate the percentage, use this formula:
    - i. the diverse vendor's subcontract amount (divided by) this total contract amount (equals) the % of contract. Example: \$3,500 (subcontract amount) ÷ \$25,000 (total contract amount) = 14%
  - Business diversity type enter all options that apply based on the categories listed in section #1.
- 3. **Good Faith Efforts (GFE)** Complete this section if \$0 or 0% of your proposed contract amount will be paid, directly by your company, to a certified diverse firm. Your GFE should reflect dollars spent during the previous calendar year with certified diverse firms and not related to this contract opportunity.
  - a. Business Diversity Dollars Awarded Last Year
    - Total dollars spent with certified diverse firms in the previous year.
    - Percentage of your procurement dollars spent with certified diverse firms in the previous year.
  - b. **Business Diversity Firms Count** enter the total certified diverse firms you spent dollars with last year, also break it down by certified business diversity type.
  - c. **Business Diversity Membership** list the name of any organization(s) your company belongs to whose mission is to increase contracts awarded to diverse owned businesses. Describe your level of participation.

# Final Section - must be signed off by the owner, or an authorized representative of the company/agency submitting this proposal, bid or quote.

- Print your company name and today's date.
- Print the name and title of the owner or authorized representative.
- Provide the physical address for the company.
- Provide the phone number and email address of the owner or authorized representative.
- Provide the signature of the owner or authorized representative.

#### TO BE COMPLETED BY PPS STAFF ONLY:

- Projected Approval Month enter the projected approval month.
- Projected Approval Year enter the projected approval year.
- Board Docs Number enter the Board Docs number.

Please submit this completed form with attachments and questions or suggestions to Paula B. Castleberry, Minority/Women Business Department, at (412) 529-4660 or pcastleberry1@pghschools.org.

The Pittsburgh Public Schools does not discriminate on the basis of race, color, age, creed, religion, sex, gender (including gender identity or expression), sexual orientation, ancestry, national origin, marital status, pregnancy or disability in its programs, activities or employment and provides equal access to designated youth groups. Inquiries may be directed to the Title IX Coordinator or the Section 504/ADA Title II Coordinator at 341 S. Bellefield Avenue, Pittsburgh, PA 15213 or 412.529.HELP (4357).

### **APPENDIX E: CERTIFICATION REGARDING DEBARMENT/SUSPENSION**

OMB No. 0505-0027



# United States Department of Agriculture

AD-1048

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

# (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.

(10) Form AD-1048 (REV 07/15) (11) Page 2 of 2

# **APPENDIX F**

# **CERTIFICATION REGARDING LOBBYING**

Approved by OMB 0348-0046

# **Disclosure of Lobbying Activities**

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

	(See reverse for par	one ourden disere.	541-0)		
1. Type of Federal Action:  a. contract  b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Fede a. bid/off b. initial c. post-av	fer/application award	3. Report Type:  a. initial filing b. material change  For material change only: Year quarter Date of last report		
4. Name and Address of Reporting Entity:  Prime Subawardee Tier, if Known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:			
Congressional District, if known:			onal District, if known:		
6. Federal Department/Agency:		7. Federal Program Name/Description:  CFDA Number, if applicable:			
8. Federal Action Number, if known:		9. Award Amount, if known: \$			
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):  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		<b>b. Individuals</b> different from No (last name, fir			
		Print Name:	Date:		
\$10,000 and not more than \$100,000 for ea Federal Use Only	en suen minute	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)			

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

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

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
- 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.

- 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.
- 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."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

#### Attachment G - Non-Collusion Affidavit

#### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

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

# **NON-COLLUSION AFFIDAVIT**

I state that I am of and that I am authorized make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the personsible in my firm for the price(s) and the amount of this vendor approval.	d to son
I state that:	
(1) The price(s) and amount of this vendor approval have been arrived at independently a without consultation, communication or agreement with any other contractor, vendor or potential vendor.	
(2) Neither the price(s) nor the amount of this submission, and neither the approximate price nor approximate amount of this submission, have been disclosed to any other firm or person vis a vendor or potential vendor, and they will not be disclosed before the vendor approval opening	who
(3) No attempt has been made or will be made to induce any firm or person to refrain fr responding to this contract, or to submit a submission higher than this submission, or to submit a intentionally high or noncompetitive submission or other form of complementary submission.	
(4) The submission of my firm is made in good faith and not pursuant to any agreement discussion with, or inducement from, any firm or person to submit a complementary or other recompetitive submission.	
(5) its affiliates, subsidiaries, officers, directors, a employees are not currently under investigation by any governmental agency and have not in last four years been convicted or found liable for any act prohibited by state or federal law in a jurisdiction, involving conspiracy or collusion with respect to submitting a submission on any purcontract, except as follows:	the any
I state that understands and acknowledges that the above representations are material and important, and will be relied on by PRFSD in awarding the contract(s)/ purchase order(s) for which this submission is submitted. I understand	

of this vendor approval.
(Signature)
(Signatory's Name)
(Signatory's Title)
SWORN TO AND SUBSCRIBED
BEFORE ME THIS DAY OF(Month), 20
My Commission Expires

and my firm understands that any misstatement in this affidavit is and shall be treated as

fraudulent concealment from the Purchasing Agency of the true facts relating to the submission

**Notary Public** 

Category	Description	Points
	Minimum Qualifications Documentation	
Licensing & Registration	Business license, Proof of insurance, and current W-9; verifying that Proposer has business operation(s)/ facility(ies) from which fresh produce will be supplied.	Pass/Fail
	Proof of registration with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188)	Pass/Fail
HAACP	Hazard Analysis and Critical Control Points (HACCP) certification.	Pass/Fail
Attachments	Signed Attachments	Pass/Fail
GFPP	Commitment to Good Food Purchasing Initiative	Pass/Fail
	Written Proposal	
	Financials	
Pricing Structure	Pricing program that establishes fair and reasonable pricing based on usage volume, which allows for an elevated level of accountability and traceability.	70
Invoice Audit	Evaluation of Vendor's original invoices for products listed in Appendix that represents at least 20% of Vendors total inventory for the week of 08 February 2021.	35
	Corporate Capability	
Statement of Corporate Capability	Verifiable experience in the market and core team capabilities	10
Sales Rep	Dedicated sales rep that can meet ongoing support needs of daily service and GFPP goals.	15
	Equity	
EBE Certifications	Proof of certification as an eligible business enterprise (EBE), which are comprised of businesses owned by ethnic minorities, women, and socially and economically disadvantaged individuals.	20

Scoring Rubric – PPSFS RFP 2021-2312

	How many of the local farms are certified as an eligible business enterprise (EBE), which are comprised of businesses owned by ethnic minorities, women, and socially and economically disadvantaged individuals.	12
	Social Responsibility	
Local Economies	How many local farms located within 250 miles of the City of Pittsburgh does your company source from? What percentage of your total spend for the year 2019 did this account for?	15
	Farm Size Ratio - How many Large; Medium; and Small farms based on USDA designation, are being sourced from? What percentage of your total spend for the year 2019 did this account for?	12
	How many farms that are designated PA Preferred? What percentage of your total spend for the year 2019 did this account for?	12
	Are you able to provide farm of origin labeling on invoices?	12
	Are you able to provide quarterly sourcing reports showing the farm of origin for all produce purchases and which items are sourced from within Pennsylvania and from within 250 miles of Pittsburgh?	12
Valued Workforce	Is your company tracking the fair labor practices of farms from which you purchase?	10
	Do you prioritize purchasing from farms with Union representation?	10
	Do you purchase produce that is Fair Trade Certified by IMO?	10
Environmental Sustainability	What policies and procedures are in place to address the usage of short-dated product in your facility?	10
	What policies and procedures are in place to address management of organic waste in your facility?	10
	What Sustainability Certifications does your company hold? (ie. LEED, GBB, Green Seal, etc.)	10
	Total Points	285

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

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

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

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

DATE	
COMPANY NAME	
ADDRESS	
TELEPHONE NUMBER	
Authorized	
Agent/Officer	

	(Printed or Typed)
Title	
	(Printed or Typed)
Signature	

#### Additional vendor/supplier preferences:

- 1. PPS FSD will develop bonus scores/point preference system for responses to Requests for Proposal from vendors who:
  - a. Are local minority, disabled, and/or women-owned businesses.
  - b. Provide living wages to all their employees, including frontline food workers.
  - c. Demonstrate a track record of hiring and investing in local, disadvantaged communities.
  - d. Are local producers and processors operating in low-income communities and employing non-toxic, environmentally sustainable methods.