State College Area School District
240 Villa Crest Drive
State College, P.A. 16801

REQUEST FOR PROPOSAL

RFQ #2025/26-05

RFQ Title: Fresh Produce Food and Supplies

Release of RFP: March 26, 2026
Due Date: May 5 2026

State College Area School District
240 Villa Crest Drive
State College, P.A. 16801

Please respond as requested to the enclosed request for bid (RFQ) solicitation. Vendors must complete, sign and return this cover sheet validating any quotation submitted. Signing below affirms that the Vendor has examined the administrative and contractual obligations as well as the mandatory requirements and specifications and submits this quotation accordingly. The Vendor also certifies that all prices contained herein are exclusive of federal excise and Commonwealth of Pennsylvania state sales tax and that shipments tendered hereunder shall be F.O.B. destination, freight included unless noted to the contrary. All signatories must be authorized to bind the Vendor by contract. The State College Area School District Board of School Directors reserves the right to make any and all decisions related to this solicitation in the best interest of the District.

Company Name_____

Address_____ Telephone Number_____

_____

Facsimile Number_____ Email Address _____

Payment Terms_____ Prices quoted are firm until_____

Please indicate your officially recognized business classification, per federal guidelines, by circling the appropriate designation(s) below.

Large	SBA Certified
Small	Historically Underutilized Business Zone
Minority/Disadvantaged	Veteran
Woman Owned	Service Disabled Veteran

Signature_____ Date_____

Title_____

STATE COLLEGE AREA SCHOOL DISTRICT

REQUEST FOR PROPOSAL

RFP Title: Fresh Produce Food and Supplies

Objectives

This request for proposal is for the purpose of soliciting contract bids for providing various fresh fruits and vegetables for the State College Area Food Service Department. The selected Supplier will be expected to enter into a written contract with the SCASD, which will include the terms of the request.

RFP Instructions

Address Instructions

Suppliers should prepare an original written proposal and two (2) copies signed by an officer of the company who is authorized to bind the company by contract. Such bids shall be submitted in a sealed envelope marked "Produce Food and Supplies Bid, RFP #2025/26-05", and addressed to the following:

State College Area School District
Ms. Lynn Tressler, Board Secretary
240 Villa Crest Drive
State College, PA 16801

Delivery

Bids must be received at the above address no later than 1:30 p.m., prevailing time on Tuesday, May 5, 2026. Facsimile transmissions are not acceptable. Bids submitted or received after that date will not be accepted or considered. Bidders may submit changes or addenda to their response in writing, signed in original ink by the original bid signatory, and cross referenced clearly to the relevant bid section, in a sealed envelope, prior to the bid due date. Such changes/addenda must meet all requirements for the request for bid. Bidders may not make unilateral changes, to include supplementation, unless specifically requested by the District as part of the evaluation and/or negotiating process as detailed within the Decisions Regarding Bids paragraph of this request for bid. Bids may be withdrawn up to 48 hours after the bid due date. The method of transmittal of the bid is at the Supplier's risk.

Proposal Format

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Supplier's ability to meet requirements of the RFP. If a specification is not applicable or if there is no response, so state.

Decisions Regarding Bids

The State College Area School District (SCASD) reserves the right to:

- Make all decisions regarding this bid, including, without limitation, the right to decide whether a bid does or does not substantially comply with the requirements of this RFP.
- Accept, reject, or negotiate modifications in any terms of Supplier's bids or any parts thereof.
- Reject any or all bids received.
- Waive any irregularity or technicality within a Supplier's bid.

The SCASD shall not be responsible for any cost incurred by the Supplier in the preparation of this bid. It must be specifically understood that this RFP does not create any obligation on the part of the SCASD to enter into any contract or undertake any financial obligation with respect to the requirement referred to herein. Any Supplier who expends time or money prior to award, does so at the Supplier's own risk and expense. The Supplier understands that, if selected, the SCASD reserves the right to provide its opinion publicly and privately regarding the Supplier's performance.

Bidder Inquiries

No negotiations, decisions, or actions shall be executed by any Supplier as the result of any oral discussions with any SCASD employee. Only that correspondence that is in writing shall be considered valid. The SCASD shall only consider communications from bidders that are in writing or e-mailed.

Inquires concerning this RFP shall be submitted to:

State College Area School District
Mr. Keith Dingwall, Purchasing Manager
240 Villa Crest Drive
State College, PA 16801
akd17@scasd.org

Answers to a Supplier's inquiries will be made available in writing to all RFP recipients. Please include a return facsimile number or e-mail address to facilitate a response.

Bid Enhancements

RFP recipients are encouraged to provide the SCASD with useful information that will improve the quality and/or price of all RFPs. In the event that an RFP recipient shares such useful information with the SCASD and such information requires a modification of the specifications, all RFP recipients will be notified of the information and the amendment to the specifications and be entitled to modify their RFP, only with respect to the modification of the specifications, within a period of time stipulated by the SCASD.

Method of Review and Award Criteria

Bids that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. A contract will be awarded to the most responsive and responsible Bidder with the lowest total extended costs.

- A "*responsive Bidder*" will be able to meet the requirements described in this solicitation.
- A "*responsible Bidder*" is willing and capable of furnishing the goods or services described in this solicitation.

Product Presentations

The SCASD will review all valid bids with particular emphasis on:

1. Cost of goods and/or services to be purchased by the SCASD (60%)
2. Supplier's record of quality, performance, and service (30%)
3. Supplier's conformance to RFP specifications, requirements, terms, conditions, provisions, and responses to criteria for award as outlined within the RFP (10%)

Estimated Time Table

Issue RFP	March 26, 2026
Last Day for Inquiries	April 24, 2026
RFP Submittal	May 5, 2026
Final Negotiations	May 13, 2026
Contract Execution	May 18, 2026
Commence Contract	July 1, 2026

Bid Validity

Bids should be considered valid for at least 180 days from the bid submission deadline or as mutually agreed between the parties.

Site Visits

Suppliers shall be permitted site visits to the SCASD. To preclude unnecessary conflicts with normal business operations, Suppliers should request a site visit by written correspondence to:

State College Area School District
Mr. Keith Dingwall, Purchasing Manager
240 Villa Crest Drive
State College, PA 16801
akd17@scasd.org

Proprietary Information

Information provided in your response to this RFP will be held in confidence and will not be revealed or discussed with competitors. All material submitted becomes the property of the SCASD and may be returned only at the District's option. Bids submitted become the property of the SCASD and may be reviewed and evaluated by district personnel and/or agents or consultants of the SCASD, except for competitors, at the discretion of the SCASD regardless of statements contained within the Supplier's response to the contrary. The SCASD has the right to use any or all concepts presented in any reply to the RFP. Selection or rejection of a bid does not affect this right.

Information provided by the SCASD to the requesting Supplier for the purpose of providing a response to the RFP is the property of the SCASD. As such, said information is to be kept in strictest confidence and used only for the intended use of this RFP. This

RFP shall not be distributed to others without the express written consent of the SCASD.

General Terms and Conditions

Definitions

"Contract" means the entire written agreement between the parties, including, but not limited to, the request for bid and its specifications, terms and conditions, solicitation instructions, solicitation addenda, contract amendments, and any SCASD purchase order issued.

"Contractor" means a person or organization with whom the State College Area School District (SCASD) has contracted for the provision of goods and/or services under a contract, and is synonymous with "Vendor", "Seller", "Bidder" or "Supplier".

"Service" means all benefits provided to the District from the Supplier.

"SCASD" means the State College Area School District and is synonymous with "Buyer", "District", or "Owner".

Mandatory Requirements

- ATTACHMENT A: Distributor Agreement Form
- ATTACHMENT B: RFP Response Worksheet (includes District usage)
- ATTACHMENT C: Suspension and Debarment Certification
- ATTACHMENT D: Lobbying Certification
- ATTACHMENT E: Disclosure of Lobbying Activities
- ATTACHMENT F: Affidavit of Non-Collusion
- ATTACHMENT G: Protest Procedures

Contract Term

The contract will be awarded for the period July 1, 2026 through June 30, 2027 with the **option to be renewed for up to two (2) additional one-year terms** by mutual agreement of the District and the selected distributor.

Contract Law

Any contract resulting from this RFP will be subject to the laws of the Commonwealth of Pennsylvania and the Pennsylvania Department of Education Public School Code and applicable Federal laws and acts. The total contract shall include this request for bid, the Supplier's bid response, and the negotiated and executed contract between the parties.

Contract Assignment

No portion of any resulting contract may be sublet, subcontracted, or otherwise assigned by the Supplier without the prior written consent of the SCASD.

Indemnification

The work performed by the Supplier shall be at the risk of the Supplier exclusively. To the fullest extent permitted by law, Supplier shall indemnify, defend (at Supplier's sole

expense) and hold harmless the Owner, joint ventures, representatives, members, designees, officers, directors, employees, agents, successors and assigns ("Indemnified Parties") from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of actions, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs) ("Claims") which arise or are in any way connected with the work performed, materials furnished, or services provided under this agreement by Supplier or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Supplier, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission or negligence of the Indemnified Parties, whether active or passive. Supplier shall not be obligated to indemnify or defend Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Supplier's indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated and any and all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

Contract Changes

During the period of the contract, no changes will be permitted to any of the conditions and specifications unless the Supplier receives written approval through the SCASD for such changes.

Contract Cancellation

Cancellation for Cause: The SCASD may terminate this agreement for cause based upon the failure of the Supplier to comply with the terms and/or conditions of the agreement provided that the SCASD shall give the Supplier written notice specifying the Supplier's failure. If within 30-days after receipt of such notice, the Supplier shall not have either corrected such failure or proceeded diligently to complete such correction, then the SCASD may, at its option, place the Supplier in default and the contract shall terminate on the date specified in such notice. In addition, the SCASD is authorized and empowered to have such other party or parties complete the work in conformance with the specifications, in such manner, as it shall select at the expense of the successful RFP vendor, or to cancel the contract reserving to the district all rights for damages that may be incurred by the SCASD.

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

Force Majeure: Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the

contractor or the school district.

Risk of Loss, Destruction or Damage
The SCASD will not be responsible for any theft, destruction of, or damage to equipment from any cause, with the exception of negligence or willful acts by an employee(s), agents of the SCASD, sub-contractors, or students.

The SCASD will notify the Supplier immediately of any theft, destruction or damage, then at the Supplier's option, the equipment can either be repaired so that it is in good condition and working order, or replaced with similar aged equipment or newer.

Assignment/Subcontract/Successors
Supplier shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities, in whole or in part, without the prior written approval of the SCASD. No such written approval shall relieve Supplier of any obligations, and any transferee or subcontractor shall be considered the agent of the Supplier. The Supplier shall remain liable to the SCASD as if no such assignment, transfer, or subcontract had occurred. A financing arrangement will not be considered a subcontract.

Right to Audit
The awarded Supplier is responsible for keeping accurate and reasonable records related to its performance and obligations under any executed agreement. In particular, records will be kept documenting any price, cost or budget computations required under the contract. The Supplier agrees that the SCASD or its duly authorized representative has the right to audit any directly pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of any contract. The Supplier shall make available to the SCASD or its agents all such records and documents for audit on the Supplier's premises during regular and reasonable working hours. The Supplier further agrees to disclose within 90 days of receipt, any independent auditors' reports, which bear directly on the performance or administration of the agreement. The right to audit shall include periodic examinations of records throughout the term of the contract and for a period of seven (7) years after its termination. The right to audit shall also apply to agents and subcontractors hired by the Supplier for the purpose of fulfilling the contract. In the event that audits discover substantive findings related to fraud, misrepresentation or non-performance, the SCASD may recoup the costs of the audit work from the Supplier as well as any legal remedies available under applicable law.

Permits, Licenses, Taxes and Certificate of Authority
The Supplier shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments under which the contract will be performed.

The Supplier must furnish certification of authority to conduct business in the Commonwealth of Pennsylvania as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The Supplier need not be registered as a prerequisite for responding to this request for bid.

The Supplier shall be responsible for any and all taxes and assessments arising out of the operation, but not limited to, payroll and personal property taxes, franchise taxes, sales

and use taxes, and income taxes. All prices stated shall be net prices including delivery and exclusive of taxes from which the SCASD is exempt. Exemption certificates will be provided by the SCASD upon request by the awarded Supplier.

W-9 Form

In accordance with federal law, the awarded Supplier must complete, sign and return to the SCASD the Internal Revenue Service Request for Taxpayer Identification Number and Certification form. This is commonly referred to as the W-9 form. Payments will not be rendered by the SCASD for Supplier performance until such has been received.

Insurance

Upon execution of an agreement, and prior to the Supplier's commencing any work or services, the Supplier shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Supplier shall provide the SCASD with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or a substitute form providing equivalent coverage) naming the SCASD as Additional Insureds thereunder. Additional Insured coverage shall apply as primary insurance with respect to any other insurance afforded to the SCASD. The coverage available to the SCASD, as Additional Insureds, shall not be less than $1 million Each Occurrence, $2 million General Aggregate, $2 million Products/Completed Operations Aggregate, and $1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by the Supplier. All coverage shall be placed with an insurance company duly admitted in the State of Pennsylvania and shall be reasonably acceptable to the SCASD. All Suppliers insurance carriers must maintain an A.M. Best rating of B++ or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

The insurance coverage required in the previous paragraph shall be of sufficient type, scope and duration to ensure coverage for the SCASD for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the SCASD.

Each Certificate of Insurance shall provide that the insurer must give the SCASD at least 30 days' prior written notice of cancellation and termination of the Supplier's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Supplier shall supply the SCASD with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the SCASD as set forth above.

Additionally, and prior to commencement of the work, the Supplier shall provide the SCASD with a Certificate of Insurance showing liability insurance coverage for the Supplier and any employees for Workers Compensation, Employers Liability and

Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the SCASD. Coverage limits shall be no less than the following:

Workers Compensation and Employers Liability Insurance: As required by law and affording 30 days written notice to the SCASD prior to cancellation or non-renewal. Limits are to be a minimum of $100,000. each Accident; $500,000. Disease policy limit; $100,000. Disease each Employee.

Business Automobile Liability Insurance: Written in the amount of not less than $1 million Each Accident. Umbrella Liability Insurance: The coverage shall not be less than $2 million Each Occurrence, $2 million Aggregate. Such insurance shall provide coverage over and above the stated General and Automobile liability limits.

Discrimination Prohibited

According to 62 Pa.C.S.A. 3701, the Contractor agrees that:

1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed, or color.
3. The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA

and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
(1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
(2) Fax: (202) 690-7442; or
(3) E-mail: program.intake@usda.gov.

Human Relations Act
The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Suppliers and others. The Supplier shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

Cash Allowances
Cash allowances are prohibited.

Non-Collusion Affidavit
The Supplier/Contractor, in accordance with Pennsylvania Department of Education requirements, must sign an affidavit of non-collusion which has been attached hereto. This document must be signed and returned with the proposal response submitted.

Food Laws
Distributor shall be expected to operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to, a HACCP plan. The District may inspect Selected Distributor's facilities and vehicles. Selected Distributor must have documented its company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs) and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate. Distributor shall comply with Pennsylvania Consolidated Food Licensing Laws.

Upon request from School, Distributor shall provide:
- Letter of guarantee of compliance with food safety laws and truck temperature logs.
- Latest facility inspection forms and comments from applicable federal, state and local agencies.
- Procedures for food safety and sanitation, including procedures used for product holds or recalls.

Biosecurity
Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Distributor will define their biosecurity policy and procedures upon request of the District.

Food Recall
Distributor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Distributor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the District and assurance that unsafe products are identified and removed from District sites in an expedient, effective, and efficient manner. Selected Distributor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Distributor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.

Debarment & Suspension
A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anit-Lobbying Amendment
Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Clean Air Act & Federal Water Pollution Control Act
Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Buy American Provision
As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, **to the maximum extent practical**, to buy domestic commodities or products for Pro5-gram meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the district contact, a minimum of 5 day (s) in advance of delivery. The request must include the: a) Alternative substitute (s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute (s); and ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered. b) Reason for exception: limited/lack of availability or price (include price): iii) Price of the domestic food product; and iv) Price of the non-domestic product that meets the required specification of the domestic product.

Bid Response Required

Included with this bid package are appendices A-G. All of these must be completed and returned for the bid response to be considered complete.

SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS

Standard of Quality

All prepared fruits & vegetables are to be vacuumed-packed in heavy duty, pin-hole free, and food grade plastic bags. All prepared items are required to carry legible, open code dating on each bag to indicate the expiration date of them.

All containers must be printed with product identification and expiration date**. Perishable refrigerated products shall have at least seven (7) days of remaining shelf life at the time of delivery.** If expiration dates are coded, the translation/ interpretation code shall be provided to SCASD at the time of submitting the proposal.

All cases, plastic containers and cardboard, will be marked with total weight of case and contents (e.g. 40# /125 count/ Gala Apples), as well as other standard USDA-required label information including country of origin.

Partial cases of produce are to be packed in appropriate containers to arrive in a firm, unblemished state.

Cases and packages shall be so constructed as to insure safe and sanitary transportation to point of delivery. Damaged cases may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for produce or freight.

Units of purchase have been specified. When a Vendor wishes to quote a pack size which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted appropriately.

Product quoted in this proposal must meet the volume or weight size specified and meet all of the standards set forth on the RFP Response Worksheet. All items will appear full and robust, not squashed or misshapen, fresh, wholesome and free of decay and off-odors.

Natural preservatives approved for use in the food service industry by USDA is allowed. Synthetic preservatives are prohibited.

Communications and Ordering Procedures

District shall have the option to place order as described here:

- Toll free phone ordering
- Internet/email ordering

Distributor shall designate an account representative/contact to communicate with the District. Distributor shall provide the procedure for special orders of non-stock products upon request by the District. Upon request by the District, the Distributor will provide product purchase reports with detail by dates, delivery location and summary for all locations.

Substitutions

The District expects that, with provided forecasting, the Distributor will fulfill all orders without shortages, outages, or substitutions. Distributor shall not sub-contract items from another vendor.

If Distributor is temporarily out of stock or short on a particular item, an equal or superior product may be delivered at an equal or lower price with prior approval by the District not less than twenty-four (24) hours prior to scheduled delivery. Substitutions at higher prices can be made only upon prior approval of the District. Substitutions should be labeled clearly as such on each invoice with the appropriate code the substitute item.

Deliveries

Deliveries must be between the hours of 7:00 a.m. and 1:00 p.m. the day of delivery. Deliveries will be available a minimum of two week-days per week to be negotiated with the successful bidder. Deliveries shall be made to the inside of the building and to the care of a district employee for inspection and confirmation of receipt.

Delivery Location #1 High School, 650 Westerly Parkway, State College 16801
Delivery Location #2 Elementary Production Kitchen, 653 Westerly Pkwy, SC 16801
Delivery Location #3 Mt Nittany Middle School, 656 Brandywine Drive, SC 16801
Delivery Location #4 Park Forest Middle School, 2180 School Dr, State College 16803

ALL DELIVERY CHARGES TO DESTINATION MUST BE INCLUDED IN PRICE. However, if the price of fuel were to increase 50% above the current market price as of **July 1, 2026** a flat fee of $10.00 may be added to each drop site. If the market drops below the 50% the fee will be reduced. See www.eia.doe.gov/oog/info/gdu/gasdiesel.asp

All deliveries shall be made in accordance with good commercial practice in clean trucks and containers and shall be adhered to by the successful Vendor. The Vendor shall deliver product in containers that are completely clean. All delivery racks shall be free of dirt and grime at the time of delivery.

Initial acceptance of products at the designated destination shall not constitute final acceptance by the District.

Bidders shall note that District destinations do not possess warehousing equipment to unload heavy or bulky packaging. Products should therefore be packages for "hand" unloading.

Deficiencies, Defects, and/or Damages shall be Corrected by Vendor
The successful Vendor shall promptly correct all deficiencies, defects and/or damages in products delivered in accordance with this proposal.

Credits and Refusal of Product
SCASD reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staffs. Refused products at time of delivery will be credited on the invoice and signed for by driver and staff person receiving goods.

Credits for Product Post Delivery
Initial acceptance of products at the designated destination shall not constitute final acceptance by the District. Damaged or substandard product discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and product replacement if needed.

Pricing
Contract (fixed year-round) pricing is requested of these products: **apples, bananas, pineapple, and potatoes** as listed on the bid response worksheet.

Escalator Clause: The Sell Price of Contract Items will increase when the mostly market price for the item, as reported by the USDA Market News Service (USDA Price), reaches the escalator trigger point. When this occurs, the Sell Price will increase in dollar increments in step with the USDA Price. The Sell Price will continue to increase in step with the USDA Price but will not exceed the escalator cap of $25 for the item. The escalated Contract Item Price will be set each Wednesday evening based on Wednesday's USDA Mostly Market Report. Distributor sell prices to Buyer will be fixed for the following week. When the USDA Price begins to decline the Sell Price will decrease in dollar increments in step with the USDA Price. Once the USDA Price declines beneath the item's escalator trigger point the Sell Price will decline to the regular Contract Sell Price.

"Cost plus" pricing method will be accepted for all other items. Please list your proposed case markup in your RFP response. This markup will remain firm for the full school year of purchases August 1, 2026 through June 31, 2027.

Proof of Purchase
Please provide corresponding copies of purchase invoices from the source farms and/or aggregators for the following items in your RFP response. The sample invoices should reflect your purchases of the listed produce items below as of the following time periods; on or about January 1 and April 1 2026.

Grapes, Red, 18# - Cantaloupe, 9 ct - Red Peppers, 22# - Cucumbers, 38#

During the term of the contract the SCASD will require proof of purchase price on these listed items for dates; Sept 1, 2026; January 1, 2027; and April 1, 2027. SCASD also reserved the right to request

proof of pricing at any other time and for any other products through the school year and to be provided within 3 days of request.

Payment Terms

The District will pay within 30-days from receipt of the weekly/monthly invoice or statement, for ordered/delivered products only. Credit shall be given at the time of delivery for any and all items deemed unacceptable by the District**.**

The District is a tax exempt, non-profit organization and will provide Tax-Exempt Certificate upon request.

Gratuities

Bidders are expressly advised that personal gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend, or fee; or use their position for private advantage or personal, financial, or material gain. The District will investigate reported violations. Bidders, whom the District finds to have violated these provisions, may be barred from doing business with the District.

Appendix A

State College Area School District
FOOD SERVICE DEPARTMENT
REQUEST FOR PROPOSAL

*Fresh Produce - RFP#*2025/26-05

Bids will be accepted until 1:30 p.m. on May 5, 2026

The undersigned hereby offers to provide PRODUCE products as specified in this RFP for the period of **July 1, 2026** to **June 30, 2027**.

I understand:

- any awarded contract may be renewed for up to two (2) additional one-year terms by mutual agreement of the District and Selected Distributor.
- any Bidder that fails to properly complete or return any information or certifications required by the District or federal/state law will automatically be excluded from consideration for this RFP.
- the District reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of sixty (60) days from the time of opening of the bid.

SUPPLIER NAME _____

SUPPLIER ADDRESS _____

_____

SUPPLIER PHONE/EMAIL _____

SIGNATURE _____
authorized representative only

PRINTED NAME _____

TITLE _____

DATE _____

Appendix B

Fresh Produce Response Sheet
2026-2027

Download the attached spreadsheet and save it to your computer. Complete the spreadsheet and print out a hard copy to submit with you bid package.

Company: _____

Phone/Email: _____

Name of Representative: _____

Signature: _____ Date: _____

Appendix C

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (2 CFR 180). Entities ineligible for federal procurement are listed at http://www.epls.gov.

By submitting this offer and signing this certificate, the proposer certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not, within a three-year period, preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

4. Have not, within a three-year period, preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a proposer to provide the certification required will not necessarily result in denial of participation in this covered transaction. The proposer shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District's determination whether to enter into this transaction. However, failure of the proposer to furnish a certification or an explanation shall proposal reason for disqualification from participation in this transaction.

The proposer shall provide immediate written notice to the District if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Appendix C

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Proposer's Name_____

Proposer's Address_____

Proposer's Telephone_____

Authorized Company Official's Name (Printed) _____

Signature of Company Official_____

Date __

Appendix D

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

*****THIS FORM MUST BE SIGNED AND DATED EVEN IF NO ACTIVITY*****

SIGNATURE: _____

TITLE: _____

DATE: _____

Appendix E

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Prime **Subawardee** Tier _____, if known : **Congressional District**, if known :	 **Congressional District**, if known :
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, if applicable : _____
8. Federal Action Number, if known **:**	**9. Award Amount,** if known **:** $
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	**b. Individuals Performing Services** (including address if different from No.10a) (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 available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: _____ Date:
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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 followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name,
First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Appendix F
AFFIDAVIT OF NON-COLLUSION

Bids will not be considered unless this affidavit is fully executed including the affidavit of the notary and the notarial seal.

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

I state that I am _____ (title) of

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

I state that:

1. The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
2. That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
4. The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
5. _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.
6. I state that_____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the District in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the District of the true facts relating to the submission of Offers for this contract.

_____
(Authorized Signature)

_____
(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public_____

My Commission Expires: _____

Appendix G

CONTRACT SOLICITATION AND AWARD PROTEST PROCEDURE

Bid protest procedures: A protest shall comply with and be resolved according to federal, state and local laws which may include those regulations found in OMB Circular A-87, A-122, 2 CFR 200 and 7 CFR 210, 220, 3016, 3019 and the Pennsylvania School Code.

If any Distributor who submitted a bid has an objection to the award of the contract to the apparent Selected Distributor, the objecting Distributor shall furnish that protest, in writing using the form provided, to the SFA within seven (7) business days of the date of the Distributor notification of the awarded contract.

The written protest shall be delivered to the address of the individual listed as the District contact in this RFP.

A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within Seven (7) days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- the name, address, and telephone number of the protestor;
- the signature of the protestor or an authorized representative of the protestor;
- identification of the purchasing agency and the solicitation or contract number;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents:
- the form of relief requested
- The protest shall describe in detail the basis for the protest, and shall request a determination under this section.

If a protest is filed in a timely fashion, the District will review the basis for the protest and relevant facts under such terms and conditions as the District considers proper.

Upon completion of the review, the District shall submit its findings and recommendations to the school board members who shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the SFA's school board members, the District will notify those Bidders involved of its decision. The decision shall be final and binding on the objecting Distributor.

The District shall, in all instances, disclose information regarding protests to State Agency.