

# Pittsburgh Public Schools

## RFP # 202602 FOR PURCHASE OF WAREHOUSE LIFT TRUCK

ISSUED ON	7 May 2026
FINAL DATE FOR WRITTEN QUESTIONS	21 May 2026
RFP DUE DATE	11 June 2026
RFP OPENING AND EVALUATION DATES	12 - 16 June 2026
RFP ESTIMATED AWARD DATE	22 July 2026

**NO LATE OFFERS WILL BE ENTERTAINED.**

**Submit To:** [foodservices@pghschools.org](mailto:foodservices@pghschools.org)

**Submit questions in writing to:** [foodservices@pghschools.org](mailto:foodservices@pghschools.org)

**We, the undersigned, herewith propose and agree to furnish the Pittsburgh Public Schools all of the items that we have priced herein, 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 herein. We hereby agree to enter into a written contract to furnish such item(s) and all bid prices remain as quoted on the RFP# 202602 regardless of award status.**

**We understand that Pittsburgh Public Schools 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 SIGNATURE*

**Pittsburgh Public Schools  
Standard Bid Requirements**

Proposals for material listed herein will be received electronically at [foodservices@pghschools.org](mailto:foodservices@pghschools.org) until **11:59 PM** on the day specified herein. Proposals will be opened and scored by the close of business on the date indicated in this RFP. Winning bidders will be notified electronically on or before the dates specified herein. **NO LATE SUBMISSIONS WILL BE ACCEPTED FOR ANY REASON.**

1. These bids are being received according to law as set forth in the Pennsylvania Public School Code of 1949, as amended.
2. All bids shall be returned clearly marked according to bid number, bid name and date of opening. The Bidder is responsible for ensuring that the Bid documents are submitted electronically to [foodservices@pghschools.org](mailto:foodservices@pghschools.org) prior to **11:59 PM** on the RFP Due Date. Bid document delivered to a school district employee, even if a signature is obtained, **is not** sufficient to meet the requirements of this Bid Condition. The School District will not be responsible for the failure of any of its employees or any mail delivery service to deliver a bid document to the Purchasing Coordinator prior to the time and date for the opening of this Bid. **NO FAX OR EMAIL BIDS ACCEPTED.**
3. One copy of this Bid Inquiry is provided to each bidder. The RFP document can also be found on the district website at <https://www.pghschools.org/community/business-opportunities/rfps> One copy is to be filled out, signed, and returned to [foodservices@pghschools.org](mailto:foodservices@pghschools.org) prior to **11:59 PM**. **ONLY SUBMISSIONS SENT WITH THE EMAIL SUBJECT: RFP #202602 – LIFT TRUCK SUBMISSION** in the subject field of the email will be accepted.
4. Bids shall be submitted signed in **blue ink** by a duly authorized agent or officer of the company making the bid. Absence of original signature of person duly authorized to sign for the company submitting this bid document will automatically leave this bid null and void.
5. Bidders will quote prices on the unit as specified (i.e. “each”, “lot”, “dozen”, etc.) unless the unit as used in the trade differs from that requested on the Inquiry. In such case, the unit being bid should be changed on this bid document to reflect the industry standard. This is an all or none solicitation. Vendors are not required to bid on all items but percentage of products bid will be taken into consideration in final award.
6. Prices quoted will be considered net unless otherwise noted on bid. No escalator clauses will be permitted unless provided for in the Bid format.
7. Prices quoted must include all costs for transportation and delivery inside the building at 8 South 13<sup>th</sup> Street, Pittsburgh, PA 15203. Any discount, standard rebate, or promotional allowance must be indicated on this inquiry. Pittsburgh Public Schools reserves the right to add or subtract sites as needed with at least THIRTY (30) days notice to the Vendor.
8. Not more than one alternate product may be quoted on any single item of the bid. Description and pricing for such alternates must be typed in on this document immediately below space for pricing of primary bid.
9. All bids shall be effective for a period of 30 calendar days from the opening date of this bid, and no bid may be withdrawn prior thereto.
10. When applicable the bidder agrees to furnish samples of exact articles requested, or will match, with a substitute item, that matches the specifications of the original item requested. Failure to provide such samples may result in the automatic disqualification from the bid. Samples to receive consideration must be delivered as part of the bidder’s response, unless otherwise specified, and all charges for transportation, including

drayage, must be paid by the bidder.

- 11. The Director of Food Service shall have full power and authority to reject any and all materials furnished which, in their opinion, are not in strict compliance and conformity with the requirements of the specifications, or equal in every respect to the samples submitted. The decision of said Director shall be final, conclusive, and without exceptions or appeal. All articles so rejected shall promptly be removed from the premises of the Board at the cost of the Vendor.
- 12. This is a request for pricing only, not a guarantee of an order. All usage numbers provided by Pittsburgh Public Schools are estimates only. Pittsburgh Public Schools reserves the right to increase quantities of items to be purchased to reflect actual Board needs at the time that order(s) are issued. Such additional quantities will be purchased at the price indicated on this bid.
- 13. Pittsburgh Public Schools reserves the right to place orders through a third-party software system when applicable. Otherwise payment will be made by an agreed upon method between the District and the Vendor.
- 14. Every effort must be made to comply with the "Buy American" standards as laid out in this RFP.

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

COMPANY NAME: \_\_\_\_\_

*AUTHORIZED SIGNATURE*

Note to Vendors

Please be sure to read this proposal carefully and respond to all queries and requirements listed in all sections of this proposal to assure that Pittsburgh Public Schools can compare your response equally with the other Vendors.

## **Section 1 - Background & Purpose**

The Food Service Department of Pittsburgh Public Schools, hereinafter referred to as PPSFS, operates as a self-operated food service operation. PPSFS provides meal services at 54 school dining locations throughout the district.

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

The purpose of this Request for Proposal is to establish a contract for the purchase and delivery of a Warehouse Lift Truck in conjunction with the needs of the district. Pittsburgh Public Schools is looking for a Vendor partner that is willing and able to foster a mutually beneficial relationship of trust and transparency and to work with Pittsburgh Public Schools to think, act, and operate in flexible and creative ways as we strive to build a stronger food service program and a stronger regional food service system that can benefit our district and community as a whole.

At the end of the proposal process the successful Vendor will be designated as the primary provider of the specific awarded item(s) to the District during the effective period of the contract, however, it is hereby agreed and understood that Pittsburgh Public Schools reserves the right to purchase off contract for other items that are not provided by the winning vendor.

The contract term is for a one-time purchase, effective upon board approval and concluding upon delivery, acceptance, and final payment of the item. This procurement does not establish an ongoing contract or agreement beyond the completion of the purchase.

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

## **Section 2 – TERMS & CONDITIONS**

PPSFS reserves the right to reject any or all proposals or any portion thereof deemed unsatisfactory, or to select single items from any proposal.

All prices to PPSFS will remain as quoted in response to this RFP regardless of award status.

The contract term is for a one-time purchase, effective upon Board of Education approval and concluding upon delivery, acceptance, and final payment of the item. This procurement does not establish an ongoing contract or agreement beyond the completion of the purchase.

Proposals are subject to all the terms of the contract documents contained in this RFP solicitation as well as any laws surrounding an RFP of this type. Bidders are advised to familiarize themselves with all applicable federal, state, and local laws regarding their proposal. All are applicable regardless of whether they are mentioned in this document or not.

### **Lift Truck Technical Specifications**

The District is seeking to procure one (1) electric stand-up counterbalanced lift truck suitable for indoor warehouse operations, including pallet movement, rack storage support, dock work, and intermittent loading/unloading of trailers. The proposed equipment shall be comparable to the Raymond Model 4150 Stand-Up Counterbalanced Truck or approved equal and must meet or exceed the following minimum specifications.

#### **Equipment Type and Power Source**

The unit shall be an electric stand-up counterbalanced forklift designed for indoor warehouse use with high maneuverability in tight spaces. The truck shall operate on a 36-volt electric power system.

#### **Load Capacity**

The lift truck shall have a minimum rated load capacity of 3,000 pounds at a 24-inch load center.

#### **Lift Height and Mast**

The unit shall be equipped with a mast providing full free lift capability. Minimum acceptable mast configuration shall provide approximately:

- Collapsed mast height: 84 inches maximum
- Elevated fork height: 191 inches minimum

Alternative mast configurations may be proposed if equal or greater in performance and compatible with District facility clearances.

#### **Truck Configuration and Maneuverability**

The lift truck shall be designed for operation in narrow aisles, congested warehouse areas, and dock staging zones. Unit shall include:

- Compact footprint
- Agile steering system
- Low step height for operator entry/exit
- Hydraulic power steering or equivalent low-effort steering system

- Three-wheel suspension or comparable maneuverable design

Vendors shall provide turning radius, overall dimensions, and recommended aisle width requirements.

### **Forks and Carriage**

The unit shall include:

- ITA Class II hook-type carriage
- Minimum 42-inch forks
- Load backrest
- Integral or hang-on side shift capability for precise load positioning

### **Braking and Drive System**

The truck shall include an electric drive and braking system with features such as:

- Regenerative braking
- Dual electric disc brakes or equivalent
- Anti-stall protection
- Precise speed control

### **Operator Compartment and Controls**

The operator compartment shall be ergonomically designed for extended use and include:

- Overhead guard
- Padded floor/platform
- Intuitive controls
- Simultaneous hydraulic function controls
- Auto power off or energy-saving feature
- Diagnostic display or onboard fault/status indicators
- Clipboard or storage tray

### **Cold Storage / Freezer Capability**

The truck shall be suitable for operation in refrigerated or freezer environments. Preference will be given to units specifically configured for cold storage use, including protection for electrical systems, controls, traction, and operator usability while wearing freezer PPE. Vendors shall clearly identify any freezer package or low-temperature adaptations included.

### **Tires and Floor / Trailer Capability**

The unit shall be equipped with indoor-suitable non-marking rubber or poly tires. The truck must also be capable of safely traversing dock plates and entering standard trailers for pallet retrieval and loading activities. Vendors shall confirm suitability for:

- Dock plate transitions
- Trailer floor loading conditions
- Safe traction during entry and exit
- Stable operation on smooth warehouse and trailer surfaces
- Preference may be given to units designed or commonly used for dock-to-trailer applications.

### **Electrical System and Battery**

The proposal shall include a compatible industrial battery and charger sized for the truck. Minimum

acceptable quoted configuration includes:

- 36V industrial battery
- Minimum 625 Ah capacity
- Compatible charger
- Charger compatible with District electrical service (480V / 3-phase if required)
- Vendors shall identify charging requirements and installation needs.

### **Safety and Compliance**

The equipment shall comply with applicable OSHA, ANSI, and ITSDF standards. Unit shall include standard safety devices, operator presence protections, warning systems, and manufacturer safety labeling.

#### Hydraulic System and Hygiene Requirements

The unit shall include a sealed, leak-resistant hydraulic system suitable for food warehouse environments to reduce risk of product contamination and simplify sanitation.

### **Warranty and Support**

The unit shall include manufacturer standard warranty coverage. Vendors shall provide details regarding:

- Equipment warranty
- Battery warranty
- Charger warranty
- Structural warranty, if applicable
- Availability of local parts and service support
- Estimated service response times

### **Delivery and Installation**

Vendor shall provide delivery, startup, and operator familiarization/training as part of the proposal. Any freight, taxes, or installation charges shall be separately identified.

### **Additional Requirements**

The unit shall be delivered fully assembled, inspected, and ready for operation.

All standard equipment, battery, and charging system required for operation shall be included unless otherwise specified.

**Production and Delivery:** If there is a delay in production and/or delivery, the vendor must give notice to PPSFS immediately. If quantities ordered are not produced or delivered as requested, PPSFS reserves the right to purchase from another manufacturer until PPSFS believes the manufacturer has completely recovered from any production or delivery issues.

All products are subject to inspection. If items are nonconforming in any respect (quantity, quality, or packaging) the PPSFS has the right to reject the shipment without liability and any products returned will be at the expense of the vendor if found to be nonconforming to the award or other industry standards.

**Placement of orders:** The District has estimated usage for each item based on historical usage of a one year period. It is not implied nor guaranteed that the quantities shown exact numbers for the contract period. As such, the right is reserved to order decreased or increased amounts from those listed, as may be required.

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same product or services listed herein.

Orders will be submitted by PPSFS

### **Deliveries**

It is hereby agreed and understood that the successful Vendor shall furnish and deliver one (1) forklift and any associated standard equipment, documentation, and manufacturer warranties as specified in the contract documents. The equipment shall be delivered to the location designated by the School District.

Delivery shall be made to 8 South 13<sup>th</sup> Street, Pittsburgh, PA 15203. The Vendor shall coordinate delivery with the District's authorized representative to ensure that appropriate staff are present to inspect and receive the equipment.

If there is a change to the agreed-upon delivery date, the School District must be notified in writing a minimum of two weeks in advance. Any revised delivery date must be mutually agreed upon by both parties.

The Vendor shall notify the Food Service Center Receiving Warehouse at least 48 hours prior to delivery to confirm the delivery appointment. The forklift must be delivered fully assembled, operational, and ready for service unless otherwise specified in the contract.

Vendor shall ensure that the forklift delivered matches the specifications submitted in the bid response. Substitution of equipment models or specifications shall not be permitted without prior written approval from the District.

Upon delivery, the District reserves the right to inspect the equipment to ensure it meets the specifications and is free from defects or damage. If the forklift does not meet the specifications or arrives damaged, the District reserves the right to refuse acceptance and require replacement or correction at no additional cost.

Delivery shall occur within the District's designated receiving hours: Monday From: 8:00 AM To 12:30 PM; Tuesday – Friday 6:30 AM To 12:30 PM, excluding District holidays.

Deliveries arriving outside of these hours without prior written approval from the District may be refused and rescheduled at the Vendor's expense.

The forklift shall not be left unattended outside of District facilities. A District representative must be present to sign for and accept the equipment.

The Vendor shall provide, at the time of delivery:

- Manufacturer's warranty documentation
- Operator's manual and maintenance documentation
- Safety and compliance certifications, if applicable
- Any required charging equipment or accessories included in the bid specifications

If the forklift requires installation, commissioning, or initial setup, the Vendor shall perform these services at the time of delivery unless otherwise specified.

The Vendor shall inform the District immediately of any delays due to weather, transportation issues, equipment availability, or other unforeseen circumstances by contacting the \*\*[Authorized Contact(s)]\*directly.

The District reserves the right to impose penalties if delivery delays result in additional costs to the District, including overtime required for staff to receive the equipment outside of normal operating hours.

The Vendor shall also comply with all applicable local, state, and federal regulations during delivery, including any applicable City or County vehicle idling regulations (maximum idling time of 5 minutes; 20 minutes per hour when temperatures are below 40°F or above 75°F, where applicable).

**Invoice Details:** The Vendor shall deliver a complete itemized invoice at the point of delivery for all sites. The invoice shall be delivered directly to the receiving personnel allowing for confirmation of receipt and signature by said representative. Alternatively, if there is not a representative available to confirm delivery the invoice must be attached to the shipping containers such that the authorized representative can find it easily and check orders at a later time.

The invoice shall include, at a minimum, customer site name; date of order; date of delivery; a complete listing of items being delivered with product item number, units, price per unit, and extended price.

Designated representative(s) at each site have the authority to reject shipments that do not conform to specification standards including but not limited to product temperature, product container damage, etc.

If a physical invoice is unavailable at the time of delivery the Vendor must supply a digital copy of the invoice within 24 hours of delivery date.

**Deficiencies, Defects, and/or Damages:** The successful Vendor shall promptly correct all deficiencies, defects and/or damages in products delivered to Pittsburgh Public Schools sites in accordance with this proposal. All corrections shall be addressed within a maximum of two (2) business days after such deficiencies, defects and/or damages are reported, verbally or via email, to the Vendor by Pittsburgh Public Schools.

The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

**Credits and Refusal of Product:** Pittsburgh Public Schools reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staff. Refused products at time of delivery will be credited on the invoice and signed for by driver and the staff person receiving the goods. The District requires that confirmation of credit be emailed to the Department's accountant within two (2) business days of refusal.

**Credits for Product Post Delivery:** Damaged or substandard products discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and immediate product pickup and replacement if needed.

**Use of Small, Minority Businesses and Women's Business Enterprises (2 CFR Sec. 200.321):** The non-federal entity must take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority and business and women's business enterprises on solicitation lists
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total purchasing requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the prime contract, if subcontracts are let, to take the affirmative steps listed above.

**Debarment and Suspension:** To ensure that Pittsburgh Public Schools does not enter into a contract with a debarred or suspended company or individual, each Vendor must include a certification statement (Attachment A). By signing the certification statement, the Manufacturer certifies that neither it, nor any of its principals (e.g., key employees), have been proposed for debarment, debarred, or suspended by a Federal Agency. It is the responsibility of each Manufacturer to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

**Non-Performance of Contract and Termination:** Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- At least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and

- An opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

**Termination for Convenience: Pittsburgh Public Schools** 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 Vendor.

**State and Federally Required Contractual Provisions:** Bidder must have obtained and will continue to maintain during the entire term of the Awarded Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under the Awarded Contract. In addition, Bidder is responsible for abiding by all applicable Federal and State laws and policies.

**Equal Employment Opportunity:** Bidder shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**Clean Air Act and Energy Policy and Conservation Act:**

Bidder shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Bidder shall report all violations to Pittsburgh Public Schools and to the relevant federal or state agency as appropriate.

**Breach of the Awarded Contract and Remedies:** If Bidder fails to comply with any of the terms and conditions of the Awarded Contract; Pittsburgh Public Schools has the option to send Bidder a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach. In the event of nonconformity, the Pittsburgh Public Schools may, at its option, cancel the Awarded Contract. The remedies of Pittsburgh Public Schools are cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

**Disqualification From Future Solicitations:** The following conditions, depending on severity, may cause removal of respondent from submitting to the next RFP issued for the product or service indicated in this solicitation.

- a. Failure to meet pricing quoted in proposal submission
- b. Failure to adhere to any applicable federal or state requirements
- c. Failure to repeatedly meet quality standards
- e. Failure to comply with the terms of the contract repeatedly

**Indemnify and Hold Harmless:** Bidder shall indemnify, defend and hold harmless Pittsburgh Public Schools, the Board of Education, its member schools, its directors, officers, employees, and other authorized agents from and against all liability, damages, losses and expenses (including reasonable

attorneys' fees and costs) which arise out of Bidder's negligence, breach or other performance of the Awarded Contract, or violation of any law or right of a third party, or that of Bidders' employees, subcontractors, or agents. Bidder will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold harmless Pittsburgh Public Schools, the Board of Education, its member schools, its directors, officers, employees, and other authorized agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under the Awarded Contract.

Bidder agrees to notify the School by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action or proceedings

Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.

**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; pandemic, 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); 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.

**Byrd Anti-Lobbying Amendment:** Pursuant to 22 CFR Part 227, Contractor agrees to: (a) sign and submit to Pittsburgh Public Schools upon signing of this Agreement, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose.

**Buy American Provision (7 CFR 210.21(d))**

The Pittsburgh Public Schools participates in the National School Lunch and/or School Breakfast Program and is required to comply with the Buy American provision. To the maximum extent practicable, the District shall purchase only domestic agricultural commodities or food products. "Domestic" is defined as an agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically, measured by weight or volume.

Exceptions are allowed only when:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

2. Competitive bids or pricing reveal that the cost of the U.S. product is significantly higher than a comparable foreign product.

Vendors requesting an exception must submit a Buy American Exception Request Form (provided in Attachment [X]) prior to delivery, identifying the product, country of origin, reason for exception, and supporting documentation.

The District reserves the right to:

- Require Country of Origin labeling and supporting documentation for all food products;
- Reject noncompliant items at no cost to the District;
- Request corrective action if noncompliance is discovered after delivery.

Non-food items are exempt from this provision, however, PPSFS reserves the right to give preference to American made products at its discretion.

### **Section 3- Submissions**

Vendors are limited to one proposal submission. If more than one proposal is submitted the one submitted closest to the submission deadline will be used for evaluation. Submissions shall be submitted signed in ink by a duly authorized agent or officer of the company making the bid. Absence of signature of person duly authorized to sign for the company submitting this bid document will automatically leave this bid null and void. Copies of all submission documents must be submitted electronically via email to [foodservices@pghschools.org](mailto:foodservices@pghschools.org)

It is the intent of the District to select the most responsive and responsible Vendor whose proposal demonstrates that they can provide superior products, acceptable services & on time deliveries. Vendor responses to this bid should include all the following:

#### **Minimum Qualifications Documentation**

The following documentation comprises the minimum qualifications for a respondent to meet to be considered for contract awarding.

##### **Licensing and 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.
- Proof of registration with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188)

##### **HAACP Certification**

- Proof of Hazard Analysis and Critical Control Points (HACCP) certification.

#### **Attachments**

- Completion of all attachments located in the Attachment section of this document.

#### **Financials**

##### **Pricing**

Pricing indicated in all submissions must be held firm for one year from Board of Education approval of the contracted purchase.

Federal regulations prohibit Pittsburgh Public Schools from purchasing products under a cost-plus-percentage pricing structure.

## **Statement Vendor Qualifications and Corporate Capability**

The purpose of this section is to ensure that the Vendor has the appropriate experience, authorization, and service capacity to supply and support the equipment specified in this solicitation. The District seeks to purchase a forklift from a qualified vendor capable of providing reliable equipment, warranty support, and service if needed.

Vendors shall provide a brief description of their company, including the number of years the firm has been in operation, the primary location of the business, and the types of equipment or services the company regularly provides. This description should be concise and limited to information relevant to the Vendor's ability to supply and support the forklift proposed in this solicitation.

Vendors must indicate whether they are an authorized dealer, distributor, or reseller for the manufacturer of the forklift being proposed. Documentation or confirmation of dealer authorization may be requested by the District prior to contract award.

Vendors shall identify the location of the nearest service facility capable of supporting the proposed equipment. The response should include the city and state of the service location, whether service is performed by the Vendor directly or through a manufacturer-approved partner, and a general description of available service support such as routine maintenance, warranty repairs, and parts availability.

Vendors should briefly describe their ability to provide replacement parts and service for the equipment proposed. If applicable, Vendors may include typical service response times or availability of field technicians within the region.

The District reserves the right to verify any information submitted by the Vendor. Failure to demonstrate adequate qualifications or authorization to sell and support the proposed equipment may result in the Vendor being deemed non-responsive.

### **Evaluation Rubric**

Proposals will be evaluated based on the following criteria:

#### **Cost / Price – 35 Points**

Total cost of the equipment, including the base unit, battery, charger, delivery, and any required components. The lowest responsive and responsible bidder will receive full points, with all other proposals scored proportionally.

#### **Technical Compliance with Specifications – 25 Points**

Evaluation of how well the proposed equipment meets or exceeds the District's specifications, including lift height and capacity, cold storage package, side shift capability, trailer and dock operation capability, and required safety and visibility features. Full points will be awarded to proposals that meet all specifications. Partial points may be assigned for minor deviations that do not materially impact operations.

#### **Service, Warranty, and Support – 20 Points**

Evaluation of the vendor's ability to support the equipment after purchase, including warranty terms and

coverage, proximity of service location, availability of parts and technicians, and estimated service response time.

**Vendor Qualifications and Experience – 10 Points**

Assessment of the vendor’s experience providing similar equipment, including years in business, relevant references, and confirmation of authorized dealer status.

**MWBE / Diverse Business Participation – 10 Points**

Participation by Minority-, Women-, or Disadvantaged-Owned Business Enterprises, consistent with District policy.

**Total: 100 Points**

<b>Scoring Rubric – RFP# 202602</b>		
<b>Category</b>	<b>Description</b>	<b>Points</b>
<b>Minimum Qualifications Documentation</b>		
<b>Licensing &amp; Registration</b>	Business license, Proof of insurance, and current W-9; verifying that Proposer has business operation(s)/ facility(ies) from which product will be supplied	<b>Pass/Fail</b>
<b>Attachments</b>	Signed Attachments	<b>Pass/Fail</b>
<b>Written Proposal</b>		
<b>Financials</b>		
<b>Pricing</b>	Pricing that establishes fair and reasonable pricing	<b>35</b>
<b>Technical Compliance with Specifications</b>	Evaluation of how well the proposed equipment meets or exceeds the District’s specifications,	<b>25</b>
<b>Service, Warranty, and Support</b>	Evaluation of the vendor’s ability to support the equipment after purchase	<b>20</b>
<b>Vendor Qualifications and Experience</b>	Assessment of the vendor’s experience providing similar equipment	<b>5</b>
<b>Equity</b>	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.	<b>10</b>
<b>Total Points</b>		<b>100</b>

## **Section 4 - Protest and Protest Procedure**

Any protest to this solicitation must be submitted using the Protest Form and Instructions provided below. Return completed form to:

**Malik Hamilton, Food Service Director**  
**mhamilton1@pghschools.org**

### **Contract Solicitation And Award Protest Procedure Policy**

Manufacturers, Vendors, or distributors who disagree or are otherwise aggrieved by the competitive procurement process for contract solicitation and award have the right by federal regulation to enter into a formal protest with Pittsburgh Public Schools

#### **Procedure:**

Federal regulations are the primary authority for rules related to competitive procurement. Those regulations that MAY be applicable to competitive procurements of Pittsburgh Public Schools are found in OMB Circular A-87, A-122, 2 CFR 200 and 7 CFR 210, 220, 3016, 3019. Applicability of the federal regulation depends upon the product or services being procured and the federal program in which it will be used. In addition, Pennsylvania School Code contains additional state regulations related to competitive procurement that may also be applicable.

#### **Protests may be by any of the following:**

- By a party who did not submit a bid or proposal;
- By a party who has responded to an invitation for bids (IFB), a request for proposal (RFP) or a request for qualification (RFQ);
- By a prospective contractor who is aggrieved in connection with the solicitation or award of a contract

Those parties who did not submit a bid or proposal must file for protest prior to the advertised opening date of the IFB, RFP, or RFQ. Protests received after that time will not be reviewed and considered. Such protests will be dismissed as untimely.

Those parties who responded to an IFB, RFP, or RFQ or who are aggrieved in connection with the solicitation or award of a contract must file for protest within seven (7) days of the protesting party knowing of the facts giving rise to the protest. No protest filed after that protest window or more than seven (7) days after the date of notice of contract award will be reviewed and considered. Untimely protests will be dismissed.

The date of filing will be the date the protest is received by Pittsburgh Public Schools. Protests to contract solicitations and awards must be in writing and submitted to the contact person listed on the RFP for which a protest is filed.

Protests must be filed utilizing the form titled, "Notice of Protest." Appropriate documentation or relevant information may be included as attachments to the form when completed and returned. Issues not raised in the original written protest are deemed to be waived and may not be raised on appeal. All documentation is forwarded to the Legal Department for Pittsburgh Public Schools for review and consideration within five (5) days of receipt.

If the contract has been awarded, the successful contractor will be made aware of the protest within five (5) days of receipt. If the protest is received before the contract is awarded and substantial issues are raised by the protest, all bidders and offerors who appear to have a substantial and reasonable prospect of winning the award shall be notified of the protest and the reasons for the protest. They may, in turn, file their own position to the protest within five (5) days after the receipt of the Notice of Protest.

Action on the contract solicitation or award shall be stayed until the protest is resolved except in cases where state or federal deadlines prevail. In those cases, the contract award will be issued, but performance by the awarded contractor will be suspended until the protest is resolved. If there is a continued delay in resolving the protest, Pittsburgh Public Schools reserves the right to resume its activities related to the procurement under protest if such action is found to be in the best interest of the membership affected by the protest.

The Pittsburgh Public Schools has up to fifteen (15) days to review the protest and any documentation or relevant information. This period will also be used for additional research as needed. Additional documents or information deemed necessary to resolve the protest may be requested during this period. Pittsburgh Public Schools reserves the right to schedule a hearing to review the protest with the protesting party and other affected parties. If additional time is required to resolve the protest, Pittsburgh Public Schools will notify the protesting party of such action. At no time will any protest remain without determination in excess of sixty (60) days from the receipt of the original Notice of Protest.

If the contract solicitation or award is found to be contrary to law, Pittsburgh Public Schools reserves the right to cancel the solicitation, change the solicitation to comply with law, reject all bids or proposal or those parts of the bids or proposals which were affected by the violation, or change/cancel the contract award to comply with the law.

If such determination is made after execution of the contract and the contractor has not acted fraudulently or in bad faith, 1) the contract may be ratified and affirmed if doing so is in the best interest of Pittsburgh Public Schools, 2) the contract may be modified to comply with the law with the consent of all parties, or 3) the contract may be cancelled in accordance with the termination, default, and settlement clause in the contract.

If such determination is made after execution of the contract and the contractor has acted fraudulently or in bad faith, the contract may be 1) declared void; 2) modified to comply with the law and with the consent of all parties; or 3) ratified and affirmed if doing so is in the best interest of Pittsburgh Public Schools.

A copy of the protest determination will be sent to the protesting party and any other person determined to be affected by the decision within five (5) days of the determination being made.

**Section 5 - Proposal Agreement**

**Failure to sign and submit this form may be cause for proposal rejection.**

Name of Vendor: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Authorized Representative** - I have read all components of the solicitation in full. I certify that I have the authority to sign and enter into this Contract and that all the pricing quoted is correct. I understand the Solicitation and its content and agree to be bound by its terms.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Section 6 - List of Attachments**

**Attachment A:**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

**Attachment B:**

Certification Regarding Lobbying

**Attachment C:**

Reciprocal Limitations Act

**Attachment D:**

Non-Collusion Certification

**Attachment E:**

Minority/Woman-Owned Business Enterprise (MWBE) Certification

## Attachment A - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This form is available electronically.  
 OMB No. 0505-0027

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

(Read Instructions On 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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

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.

Form AD-1048 (REV 07/15)

## Attachment B - Certification Regarding Lobbying

### 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 each such failure.

Signature:	Date:
Name and Title	

## DISCLOSURE OF LOBBYING ACTIVITIES

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

### 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 subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee 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 "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; 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.

<b>1. Type of Federal Action</b> <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	<b>3. Report Type</b> <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable: _____	
<b>8. Federal Action Number: (if known)</b>	<b>9. Award Amount: (if known)</b>	
<b>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</b>	<b>10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)</b>	
<b>11. Amount of Payment: (check all that apply)</b> \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>	<b>13. Type of Payment: (check all that apply)</b> <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission	



## Attachment C - Reciprocal Limitations Act

The Reciprocal Limitations Act, Act 146 of 1986, requires the Department of General Services to give preference to those bidders offering goods, supplies, equipment or materials produced, manufactured, mined or grown in Pennsylvania as against those bidders offering goods, supplies or materials produced, manufactured, mined or grown in any state that gives or requires a preference to goods, supplies, equipment or materials produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular good, supply, equipment or material.

*This Act authorizes the imposition of preferential bidding limitations against non-resident bidders or suppliers of goods when the state of such non-resident imposes or applies preferential bidding limitations on Pennsylvania bidders or suppliers of goods. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular good, supply, equipment, material or printing.*

*All invitations to bid for the purchase of goods, supplies, equipment, materials and printing exceeding the amount established by the Department of General Services for small procurements shall include a list of all the states that have been found by the Department of General Services to have applied a preference and the amount of the preference. Further, all invitations to bid and notices issued for the purpose of securing bids for construction and for supplies shall include a list of all states that apply a prohibition against certain items and shall inform potential bidders that they are prohibited from using goods, supplies, equipment, materials or printing from those states. 62 Pa.C.S.A. §§ 107 & 514.*

A. General Requirement. Pennsylvania has reacted to the in-state preference laws and practices of other states by reenacting the *Reciprocal Limitations Act* through the Commonwealth Procurement Code. Under this Act, Pennsylvania responds in a like manner against those states that apply preferences or prohibitions by giving similar preferences to Pennsylvania resident bidders and bidders offering supplies manufactured in Pennsylvania.

B. Requirements.

1. Product Preference. In all purchases of supplies exceeding \$10,000, preference is to be given to those bidders offering supplies produced, manufactured, mined, grown, or performed in this Commonwealth as against those bidders offering supplies produced, manufactured, mined, grown, or performed in any state that gives or requires a preference to goods, supplies, equipment, materials, or printing produced, manufactured, mined, grown, or performed in that state. The amount of the preferences is equal to the amount of the preference applied by the other state for that particular supply. Lists of States Applying A Bidding Preference

2. Bidder Preference. In the award of contracts for the procurement of supplies and construction exceeding \$10,000, preference shall be given to Pennsylvania resident bidders against a nonresident bidder from any state that gives or requires a preference to bidders from that state. The amount of preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. A resident bidder is a person, partnership or corporation, or other business entity authorized to transact business in this Commonwealth and having a bona fide establishment for transacting business within this Commonwealth at which it was transacting business on the day when bids for the public contract were first solicited. Lists of States Applying A Bidding Preference

3. Prohibition. For construction and for all purchases of supplies, the purchasing agency shall not specify, use, or purchase any supplies which are produced, manufactured, mined, grown, or performed in any state that prohibits the specification for, use or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined, grown, or performed in such state. Lists of States Applying A Bidding Preference

C. Department of General Services Responsibilities.

1. List of Discriminating States. DGS is required to prepare a list of the states which apply a preference or prohibition and the amount of the preference. The list has been published, amended, and republished in the *Pennsylvania Bulletin*. The list also appears at the DGS website.
2. Invitation for Bids. The list of discriminating states and the amount of the preference must appear in all IFBs for supplies and construction where the amount exceeds \$10,000.

D. Bid Requirements.

1. Lists. IFBs for supplies and construction, where the amount exceeds \$10,000, must include the list of states which have laws prohibiting the use of out-of-state supplies or bidders.
2. State of Manufacture. Bidders must complete the State of Manufacture chart in IFBs by listing the name of the manufacturer and the state or foreign country of manufacture for each item. If the item is produced in the United States, the bidder must identify the state. Failure to complete the chart may result in the rejection of the bid.

3. Bidder Residency.

- a. Determining Nonresidency. In determining whether a bidder is a nonresident bidder from a discriminating state, the address label on the IFB may be used unless the bidder corrects that address in its bid.
- b. Determining Residency. In order to claim the preference for Pennsylvania resident bidders, bidders must have a bona fide establishment for transacting business within Pennsylvania at which it was transacting business on the date when bids were first solicited. The bidder must also be authorized to transact business in Pennsylvania. Therefore, if the bidder is a corporation, it must be incorporated in Pennsylvania or have a certificate of authority to do business in Pennsylvania.

E. Rejection of Bid – Prohibited Item or Bidder. If the State of Manufacture chart discloses that the item will be manufactured in a state which prohibits the purchase of such an item which isn't manufactured in such state, then the bid must be rejected.

F. Calculation of Preference. In calculating the preference, the dollar amount of the bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency. Similarly, the amount of a bid offering Pennsylvania supplies shall be reduced by the percentage preference which would be given to another bidder by the state where the supplies are produced, manufactured, mined, or grown.

G. Procedures.

1. Tab bids by dollar amount.
2. Start with low responsive bid and determine if:
  - a. There is a bidder or product prohibition.
  - b. The supplies offered are manufactured in a discriminating state.
  - c. The supplies are offered by a nonresident from a discriminating state.
3. If there is a product prohibition involving the low bid, reject the low bid.
4. If the low bidder is offering supplies produced, manufactured, mined, or grown in a discriminating state, and the next low bidder is offering supplies produced, manufactured, mined, or grown in Pennsylvania, reduce the next

low bidder's bid by the percentage preference which would be given to the low bidder by the state where the supplies are produced, manufactured, mined, or grown.

5. If the low bidder is a resident bidder of a discriminating state, and the next low bidder is a Pennsylvania resident bidder, reduce the Pennsylvania resident bidder's bid by the percentage preference which would be given to the nonresident bidder by its state of residency.

References:

1. Lists of States Applying A Bidding Preference

## Attachment D - Non Collusion Affidavit

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this RFP. 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 proposals.
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 RFP.
3. RFP rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals 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 RFP.
4. In the case of an RFP submitted by a joint venture, each party to the venture must be identified in the RFP documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary RFP" as used in the affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to submit an affidavit with the RFP in compliance with these instructions may result in disqualification of the proposal.

**NON-COLLUSION AFFIDAVIT**

I state that I am \_\_\_\_\_ of \_\_\_\_\_ 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 RFP.

I state that:

(1) The price(s) and amount of this RFP have been arrived at independently and without consultation, communication or agreement with any other contractor, vendor or potential vendor.

(2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a vendor or potential vendor, and they will not be disclosed before the RFP opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from responding to this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal 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 non competitive proposal.

(5) \_\_\_\_\_ 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 or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by **Pittsburgh Public Schools** in awarding the contract(s)/ purchase order(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Purchasing Agency of the true facts relating to the submission of this RFP.

(Signature) \_\_\_\_\_

(Signatory's Name) \_\_\_\_\_

(Signatory's Title) \_\_\_\_\_

**SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_ Month, 2022**

\_\_\_\_\_  
**My Commission Expires \_\_\_\_\_  
Notary Public**

## Attachment E – Vendor Submission Checklist

This checklist is provided to assist vendors in preparing a complete and compliant proposal. All required items must be included at submission to avoid disqualification. This attachment does not need to be completed for submission qualification.

- Completed and signed Proposal Agreement form
- Completed Pricing
- Proof of Business License
- Proof of Insurance
- Current W-9
- Proof of FDA Registration
- HACCP Certification
- Signed Debarment Certification (Attachment A)
- Signed Lobbying Certification (Attachment B)
- Signed Reciprocal Limitations Act Certification (Attachment C)
- Signed Non-Collusion Affidavit (Attachment D)
- MWBE Certification (Attachment F, if applicable)

**Attachment F - Minority/Woman-Owned Business Enterprise (MWBE) Certification**

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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 required to identify their proposed utilization of certified diverse businesses upon responding.

**CONTRACT TITLE/DESCRIPTION:** \_\_\_\_\_  
**PPS STAFF:** \_\_\_\_\_ **DEPARTMENT:** \_\_\_\_\_  
**ESTIMATED CONTRACT AMOUNT:** \_\_\_\_\_ **START DATE:** \_\_\_\_\_

1. **Business Diversity Type** – Indicate all that apply and provide proof from a certifying agency for credit towards the EBE goal):
  - a.  For Profit (corporation, partnership, etc.)  Non-Profit (NPO)  Government Agency
  - b. If your company is a 'for profit' entity, please identify your diversity status:
 

<input type="checkbox"/> Minority Business (MBE) certified	<input type="checkbox"/> Disadvantaged Business (DBE) certified
<input type="checkbox"/> Women Business (WBE) certified	<input type="checkbox"/> U.S. Small Business Administration (8(a)) certified
2. **Proposed Diversity Utilization Plan** – Please provide detailed information regarding any additional business entity that will assist in completing the scope of work as defined by this solicitation. 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)		

3. **Good Faith Effort** – Please provide detailed information addressing your firm's culture for business diversity & inclusion if \$0 or 0% will be awarded to a certified diverse-owned/led firm.
  - a. **Business Diversity \$ Paid Out Last Year** to MBE, WBE, DBE, 8(a) or NPO certified firms?
    - Total Business Diversity Paid = \_\_\_\_\_
    - Total Business Diversity Paid/Your Company's Total \$ Spent = \_\_\_\_\_%
  - b. **Business Diversity Firms Count:** What is the total number of MBE, WBE, DBE, and/or SBA 8(a), firms that your company contracted with last year? Please itemize by each diversity type as well.  
 MBE: \_\_\_\_\_ WBE: \_\_\_\_\_ DBE: \_\_\_\_\_ SBA 8(a): \_\_\_\_\_ Total: \_\_\_\_\_
  - c. **Business Diversity Affiliations:** Are you a member of any supplier/business diversity organizations? If so, please share the name of the organization and provide details concerning your level of involvement with that organization. \_\_\_\_\_

**As the authorized representative for the company named below, I certify that the information concerning business diversity certifications and participation for this proposed contract have been reviewed by me and the information furnished is true to the best of my knowledge.**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name and Title of Owner/Authorized Representative: \_\_\_\_\_  
 Address, City, State, and Zip Code: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Email Address of Authorized Representative: \_\_\_\_\_  
 Signature of Authorized Representative: \_\_\_\_\_

**This section to be completed by the Pittsburgh Public Schools staff:**

Managing Department/School: \_\_\_\_\_  
 Project Manager/Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Board Docs Approval Month: \_\_\_\_\_ Board Docs Approval Number: \_\_\_\_\_  
 Estimated Contract Amount: \_\_\_\_\_

**Submit completed forms with attachments to the Minority/Women Business Department, [pcastleberry1@pghschools.org](mailto: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).

## 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.
1. **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](http://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](mailto:pcastleberry1@pghschools.org).