Brentwood Borough School District
Request For Proposal

School Nutrition Program Consultant Services

Sealed bids must be received by: September 7 at 1pm

Bids must be delivered to:
    Jennifer Pesanka, Business Manager
    Brentwood Borough School District
    3601 Brownsville Road
    Pittsburgh, PA

Outside Envelope Must Indicate:
    Your Company Name
    Bid: School Nutrition Program Consultant Services

Name of Bidder: ________________________________
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Instructions to Bidders

1. Proposals must be presented in a sealed envelope addressed as follows:
   Brentwood Borough School District
   Bid Attention: Jennifer Pesanka, Business Manager
   3601 Brownsville Road
   Pittsburgh, PA  15227
   School Nutrition Program Consulting Services

2. Proposals must include original copy and an electronic copy on a USB/Flashdrive.
   All pages of the RFP must be initialed by the contractor. Bids will not be considered unless
   submitted on the attached forms supplied to you. Faxed bids will not be accepted. Bids
   altered in any way will not be accepted.

3. The bid shall include the legal name of the contractor and a statement whether the contractor is
   a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the
   person or persons legally authorized to bind the contractor to a contract. All required
   signatures shall be handwritten in ink with the full name of the person executing same. Initials,
   stamps, photocopies or other copies, or company names may not be used in lieu of any required
   signature. A proposal by a corporation shall also give the State of Incorporation and have the
   corporate seal affixed on the signature pages of each Form of Proposal. A proposal submitted
   by an agent shall have a current Power of Attorney attached certifying the agent’s authority to
   bind the contractor.

4. Proposals will provide, along with the completed proposal package, evidence demonstrating an
   ability to provide the requested services, including, a list of at least three (3) school districts
   which substantiate the contractor's capacity and qualifications.

5. All information received in response to this RFP shall become the property of Brentwood
   Borough School District and will treat such information in a confidential manner.

6. All proposals received after the time stated will not be considered. The contractor assumes
   the risk of any delay in the mail or by means of personal delivery, the contractor assumes
   responsibility for having his/her proposal deposited on time at the place specified.

7. The State of Pennsylvania requires, effective January 1, 1986, that all vendors and/or
   contractors who come in direct contact with our students comply with Act 34. Act 34,
   Section 111, of the Public School Code requires vendors and contractors and their employees
   to obtain criminal history record information for each employee who will have direct contact
   with our children, showing that such employees have not been convicted of certain crimes.

8. The successful bidder shall be required to complete the appropriate form(s) so Brentwood
   Borough School District can have a record for your company on file. Failure to comply will
   result in loss of the contract. Brentwood Borough School District will follow the established
   law and no exceptions will be made. The proposed contract will commence on September 14,
   2017 and commence on December 31, 2017. This contract may not be renewed.
9. The contractor shall hold a valid ServSafe certification and submit a copy as well as a complete business profile/resume.

10. The contractor shall ensure all contractor personnel are properly certified and cleared for state and federal employment records. (Child Abuse, Criminal History)

11. Any contract agreed to under this Request for Proposal is subject to termination by either party with twenty (20) days’ written notice. In the event of termination of the contract, it is Brentwood Borough’s responsibility to pay for unpaid services performed and authorized costs incurred by the Contractor.

12. Payments for all goods and services will be made in accordance with the Brentwood Borough School District payment schedule and/or current Pennsylvania law. In instances where payment schedules and/or practices differ from Pennsylvania law, the Brentwood Borough School District payment schedule and/or practice will prevail.

13. The Board shall award to the lowest responsible, responsive bidder(s) meeting specifications. Further, the Board reserves the right to reject any or all bids, in whole or in part, and to waive informalities permitted by law.

14. The bidder agrees that if the award is made to it, the bidder will not assign or transfer the award, unless specific permission to do so is granted in writing by the Board.

15. The bidder agrees that if the award is made to it, the bidder will not assign in whole or part any rights or privileges, which may accrue to it under the terms of the contract, or any money, which may become due to it there under.


17. The bidder agrees to hold the Board of Directors, officers, members and employees of the Brentwood Borough School District harmless, and to indemnify them for any and all expenses incurred for all claims arising from the liability for bodily injury and property damage, including costs of counsel and all expenses incident thereto, due to the vendor’s negligence.

18. In the event that the successful bidder shall neglect or refuse to furnish and deliver said articles or any part thereof, as provided in these specifications the Board is authorized and empowered to purchase services in conformity with this contract from such party or parties as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damages which may be incurred by the Board.
19. Questions concerning specifications for this bid are to be referred to:

Jennifer Pesanka, Business Manager  Phone: 412-881-2227 ext. 2404
Brentwood Borough School District  pesankaj@bb-sd.com
3601 Brownsville Road
Pittsburgh, PA  15227
ANTI-DISCRIMINATION CLAUSE  
(Section 755, Pennsylvania Public School Code)

1. In accordance with the provisions of the Pennsylvania Public School Code, the Contractor agrees:

   a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;

   b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;

   c. That there may be a penalty for each person, for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,

   d. That this contract may be canceled or terminated by the school district and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.
NON-COLLUSIVE PROPOSAL CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 PA C.S.A. §4501, et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.

5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
NON-COLLUSION AFFIDAVIT

State of _____________________________ Contract/Bid No _____________________________

County of ___________________________ : s.s.

I state that I am ___________________________ of ___________________________

(Title) (Name of my 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 bid.

I state that:

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

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the
    approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential
    bidder, and they will not be disclosed before the bid 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 a bid higher than this bid, or to submit an intentionally high or noncompetitive bid or
    other form of complementary bid.

(4) The bid by 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 bid.

(5) ______________________, its affiliates, subsidiaries, officers, directors and employees are
    (Name of my firm)
    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 bidding on any public contract, except as follows:
    ______________________  (Indicate “none” if applicable.)

I state that _____________________________ understands and
    (Name of my firm)
    acknowledges that the above representations are material and important, and will be relied on by the
    - ____________ (School District) Board of Directors when awarding the items for which this bid is submitted. I
    understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent
    concealment from the ____________ (School District) Board of Directors, of the true facts relating to the
    submission of bids for this contract.

_____________________________________________
(Print Name of Authorized Person and Company Position)

___________________________________________
Signature of Authorized Person

Sworn to and subscribed before
me this ____________ day of _____________________________, 20____

___________________________________________  My commission Expires____________
Notary Public
SECTION 111 PUBLIC SCHOOL CODE AGREEMENT

1. This agreement is part of the agreement between the undersigned business person or entity and the Brentwood Borough School District, for the sale of goods or the provision of services as an independent vendor or contractor.

2. The undersigned understands that vendors and independent contractors and their employees and their subcontractors' employees hired shall comply with Section 111 of the Public School Code, Act 34, Act 114, Act 151 or similar legislation in the future, which provides, among other things, that a RESPONSE FOR CRIMINAL HISTORY RECORD CHECK, PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE and FBI FINGERPRINTING REPORT must be obtained for each employee who could come into contact with school children, showing that such employees have not been convicted of certain crimes. A copy of the law is available upon request.

3. The undersigned agrees to submit a copy for the Local Education Agency's (LEAs) records of the Response for Criminal History Record Check, Pennsylvania Child Abuse History Clearance and FBI Fingerprint Report for all its employees and its subcontractors' employees, if any, who will have direct contact with children, and further agrees to produce the originals of each of the above for the LEA's review prior to employment of any such individual.

4. It is agreed that the Brentwood Borough School District has no right of direct control over the hiring, retention, screening or assignment of employees, agents or officers of the undersigned, and further that the undersigned is responsible for compliance with this law. In addition, should any official or employee of the school be subject to any claim, proceedings, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of the undersigned, or its officers, agents or employees, to comply with said law, then the undersigned, as part of the consideration of doing business with the Local Education Agencies represented by Brentwood Borough School District, hereby agrees to indemnify and hold harmless all such persons for all losses, including costs of counsel and all expenses incident thereto.

5. It is agreed that the foregoing obligation applies to employees and subcontractors of the undersigned who are assigned to this project at its beginning and to employees and subcontractors who are added at a later date, as well as any other person that the undersigned shall cause to perform any work or provide any service as part of the contract referred to above.

Dated: _______________ 20 ___ By: ____________________________ (Seal)

(Corporate Seal, If applicable) (Proprietor, Authorized Officer or Partner)

Witness or Attest:

_______________________________

Business Name and Address of Vendor/Independent Contractor

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HOLD HARMLESS AGREEMENT AND EVIDENCE OF INSURANCE

1. The vendor(s) receiving the award agree(s) to hold harmless and indemnify the Board of Directors, officers, members and employees of the Brentwood Borough School District, for any and all expenses incurred for all claims arising from liability for bodily injury and property damage due to the vendor’s negligence.

2. The vendor(s) receiving the award agree(s) to submit, within five (5) days after award and before work begins, a certificate of insurance evidencing workers’ compensation, commercial general liability, automobile liability, excess liability and pollution liability insurance (with minimum limits outlined below) to the Brentwood Borough School District Attn: Jennifer Pensanka, Business Manager, 3601 Brownsville Road, Pittsburgh, PA 15227

   A. The certificate of insurance must indicate that the Brentwood Borough School District, 3601 Brownsville Road, Pittsburgh, PA 15227, will be added as an additional insured on the commercial general liability and automobile liability insurance policies.

   B. The insurance carriers must have a minimum Best’s rating of A-, IX and be licensed to conduct business in the Commonwealth of Pennsylvania.

   C. The following coverages and minimum limits of insurance shall be maintained:

      1. Workers Compensation – Statutory limits as required by the Commonwealth of Pennsylvania.

      2. Commercial General Liability - including products/completed operations and contractual liability for the services and products provided. The limit of liability is to be not less than $1,000,000 per occurrence for bodily injury (including personal injury) and for property damage.

      3. Excess Liability – limit of liability to be not less than $1,000,000 per accident.

B. The certificate of insurance must provide that the policies shown on the certificate cannot be cancelled until after thirty (30) days’ notice to the Certificate Holder, and if the expiration date of the policies occurs during the term of the awarded contract, a renewal certificate of insurance (with policy numbers) will be provided to the Brentwood Borough School District Attn: Jennifer Pesanka, Business Manager, 3601 Brownsville Road, Pittsburgh, PA 15227 prior to the effective date of the renewal policies.

The vendor hereby agrees to the above terms and conditions dated this ________ day of __________, 20____.

Company Name: ______________________________________________________________

Print Name and Title of Authorized Person: __________________________________________

Authorized Signature: ___________________________________________________________
**Scope of Work**

The Brentwood Borough School District is requesting proposals for School Nutrition Program Consulting Services. The Consultant will be required to provide sufficient time to complete the following:

- Monitor and provide consulting related to the School Nutrition Program per USDA School Meal Program standards and any other specifications established by Brentwood Borough School District
  - Five (5) days per week of on-site supervision of program staff as per the school calendar for the administration (Approximately 68 days)
  - USDA program compliance for all areas of the USDA School Meal programs
- Provide technical assistance and consulting support to facilitate continued development of the school nutrition program
- Assist in the preparation and participate in the state audit process
- Assist in the implementation of corrective action resulting from the audit
- Assist in the documentation of the corrective action implemented result as a result of the audit

**Cost Estimate**

Fees for completion of all tasks described in the Scope of Services will be invoiced on a monthly basis.

**Method of Payment**

Unless otherwise specified, the contractor will be paid based on invoices submitted to the Brentwood Borough School District, with a detail of work completed and dates worked.

Invoices shall be submitted to Brentwood Borough School District, 3601 Brownsville Road, Pittsburgh, PA 15227, ATTN: Jennifer Pesanka, Business Manager
Qualification of Bidders

The District will evaluate the responses based upon the information supplied by the consultant. Criteria for evaluations will include:

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Request for Proposal  
School Nutrition Program Consulting Services

BID SUBMISSION FORM

Company Name: ____________________________________________________________

Address: __________________________________________________________________

Authorized Name and Title: ________________________________________________

Authorized Signature: _____________________________________________________

Contact Person: __________________________________________________________

Date: ____________________________________________________________________

Phone Number: ________________ Fax Number: ________________

Email Contact Information: ________________________________________________

Cost Estimate – Monthly Fee: ______________________________________________

Cost Estimate – Hourly Fee: ______________________________________________

Rate information that would be included in a potential agreement with the Brentwood Borough School District must be submitted for each proposal.
# References

Contractor: ________________________________

## EXPERIENCE

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_______________________________________  __________________________
Signature                          Date

** Use additional pages if necessary