

Legal Notice

Young Scholars of Greater Allegheny Charter School
Attention: Food Services

Young Scholars of Greater Allegheny Charter School is requesting proposals for school food service management services for bulk form meals. The Food Service Management Company will provide management services according to United States Department of Agriculture (USDA) regulations and guidelines, as well as the Pennsylvania Department of Education policies and guidelines. Food Service Management Companies and/or their representatives may submit proposals to: Young Scholars of Greater Allegheny Charter School

Meal Vendors may obtain RFP details by contacting the Business Manager. Email: accounting@ysga.org

**In C/O FSMC Contact 10 Center St, McKeesport, PA, 15132
Contact: Business Manager 412-673-7300**

The Young Scholars of Greater Allegheny Charter School Board of Education reserves the right to accept or reject any and/or all proposals or to accept the proposal that it finds, in its sole discretion, to be in the best interest of the school district.

A walk-through meeting is scheduled for March 1st, 2023 at 9:00 am at 10 Center St, McKeesport, PA, 15132

Young Scholars of Greater Allegheny Charter School is currently seeking bids for bulk form lunch and breakfast contracts. All proposals must be submitted no later than 4:00 PM (EST) on May 3rd, 2023. All proposals should be delivered in a sealed envelope/ or email to accounting@ysga.org and addressed to the Young Scholars of Greater Allegheny Charter School and be clearly marked: Food Service Management Proposal.



REQUEST FOR PROSAL (RFP) FOOD SERVICE MANAGEMENT COMPANY SERVICES

TABLE OF CONTENTS

I. INVITATION / INTRODUCTION

- A. General Information
- B. Information and Clarification
- C. Submission of Proposals

II. NATURE OF SERVICES REQUIRED

- A. General Background Information
- B. General Scope of Work

III. GENERAL

- A. Bid Notes
- B. Bid and Contract Requirements

IV. EVALUATION PROCEDURES

- A. Vendor Selection
- B. Evaluation Criteria

V. STANDARD CONTRACT CONDITIONS

I. INTRODUCTION AND GENERAL INFORMATION

A. Invitation & General Introduction

Young Scholars of Greater Allegheny Charter School is soliciting a request for proposals (RFPs) for Bulk Form meals for the 2023-2024 SY. The Food Service Management Company will provide management services according to United States Department of Agriculture (USDA) regulations and guidelines, as well as the Pennsylvania Department of Education policies and guidelines. Qualified vendors must submit their proposals in the prescribed format, by the date and time outlined in this document.

B. Information and Clarification

All requests for information or clarification regarding this proposal should be addressed to accounting@ysga.org, Business Manager at YSGACS. Communication by email is preferred.

C. Submission of Proposals

Proposals, including all required forms and documentation, shall be submitted electronically by email to accounting@ysga.org, with "RFP: Bulk Form Meals Proposal" in the subject line. Additionally, one hard copy of bid, including required forms and attachments, must be submitted with original ink signatures where required. Hard copies shall be submitted 10 Center St McKeesport PA 15132. All bids will be accepted electronically and in hard copy on, or before, 4:00 PM EST, May 3rd, 2023. Only proposals submitted electronically and in hard copy will be considered a valid bid. Any bid received after the time and date specified on the attached bid schedule will be rejected.

II. NATURE OF SERVICES REQUIRED

A. Background Information

YSGACS is organized as a nonprofit organization in Pennsylvania to operate a charter school in accordance with Pennsylvania Act 22 of 1997, YSGACS was founded in 2015, is located at 10 Center St McKeesport PA 15132 and educates students in grades K-8. The School's fiscal year begins on July 1 and ends on June 30.

B. General Scope of Work

The School is soliciting the services of qualified vendors of Bulk Form meal food service management companies for school year starting August 2023. Young Scholars of Greater Allegheny Charter School (YSGACS) will receive sealed proposals for Bulk Form Lunches that

meet USDA and State requirements for reimbursement. Companies are invited to submit proposals on the forms requested based on the specifications supplied by YSGACS. We will select one vendor whose Bulk Form meals can provide the required state and federal nutritional values for students in grades Kindergarten through grade 8. Our student population averages 311 students of whom 91% are African American, 4% are White, 2% are Hispanic, 1% are Asian and nearly 2% are multi-racial and other ethnicities. We anticipate roughly about 311 students in 22-23 school year.

The vendor shall comply with the rules, regulations and any additions or amendments thereto of the Pennsylvania Department of Education (PDE) and the United States Department of Agriculture (USDA, including but not limited to, Title 7 CFR Parts 210, 215, 220, 245, 250 and PDE, Division of Food and Nutrition (DFN), policies, as applicable.

The vendor shall deliver meals and/or snacks to the sites pursuant to the National School Lunch Program and/or School Breakfast Program and/or After School Snack Program.

The projected number of full feeding days are: 180 and shall remain materially consistent in renewal years. The SFA will order meals/snacks on a weekly basis notifying the vendor 5 day(s) preceding the week of delivery. Orders will include totals for each site and each type of meal/snack. The SFA reserves the right to increase or decrease the number of meals/snacks ordered with a minimum notice of 2 hours. The contract shall be for a period of one year with the school year beginning on or about July 1, 2023, and ending June 30, 2024, with up to two one- year renewals with mutual agreement between the SFA and the FSMC.

III. GENERAL

A. GENERAL BID NOTES

1. Ensure that your bid complies with all requirements specified in this Request for Bids. Attention to all clauses of these requirements is advised.
2. Complete bid documents by printing neatly and legibly in pen or typing. Electronic documents must also be completed by typing into the appropriate spaces. Do not alter, delete or change any bid specifications or clauses in the bid documents.
3. Indicate prices for every item you are bidding on.
4. Any variation in your bid from the conditions and specifications as outlined in this Request for Bids must be clearly stated, with the variation from specifications noted. If requested, bidders shall supply samples for all alternates. Note that submission of a sample does not by itself demonstrate compliance with these requirements.



5. No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for the opening thereof.
6. No rights shall accrue to any person submitting a bid or proposal until such bid has been accepted and contract awarded and such contract finally and completely executed in writing.
7. YSGACS reserves the right to waive informalities and to accept any bid or to reject any part of all bids.

B. BID AND CONTRACT REQUIREMENTS

1. **Submission of Bids:** Bids, including all required proposal and response documentation, shall be submitted in hard copy and electronically through Vendor Self Service. All bids will be accepted electronically and in hard copy on, or before, 4:00 PM EST, May 3rd, 2023. Only bids submitted electronically and in hard copy will be considered.
2. **Quantities:** The Board of School Directors reserves the right to increase or decrease quantities.
3. **Selection or Rejection of Bids:** The Board of School Directors reserves the right to reject any or all bids, in whole or in part, to waive technicalities whenever it is deemed to be in the best interest of the School, and to select single items from any bid. Failure to comply with bid requirements in previous awards is grounds for bid rejection. The Board of School Directors, in its discretion, may designate up to two primary vendors, who are the responsive and responsible vendor(s), in the event that a primary vendor is not able to supply all requested items.
4. **Purchase of New Items or Items Not Specified on the Bid:** All bids shall contain a markup percentage for items not specified on the bid, and which may be purchased on an as needed basis by the School. This markup percentage shall be documented on the bottom of the bid proposal item worksheet.
5. **Award Contract:** If any bid is accepted, the contract(s) shall consist of this Request for Bids, including all sections and attachments, the awarded vendor's completed proposal and response documentation, and all other completed attachments, along with any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening. In the case of differing or contradictory contract language, the language providing the greatest benefit to the School shall take precedence. The School reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from



any bid. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

6. **Delivery Location:** The prices quoted shall be for deliveries to Young Scholars of Greater Allegheny CS at 10 Center St McKeesport PA 15132.
7. **Item Substitutions/Shortages:** If the awarded vendor is temporarily out of stock of a particular item, the School may, but shall not be obligated to, approve the delivery of an equal or superior product at an equal or lower price. Substitutions should exist only in “emergency” situations. Substitutions can be made only upon prior approval of the School. In the case of shortages by the awarded vendor, the School may procure the necessary products from other sources and hold the awarded vendor responsible for any excess cost incurred. Repeated instances of default may result in the removal of the awarded vendor from future bidding.
8. **Safety Data Sheets:** Safety Data Sheets (SDS) required by the U.S. Department of Labor, Occupational Safety & Health Administration shall be supplied in the bid packet for all items bid, where applicable, and shall also be provided with each individual shipment of goods, when applicable.
9. **Licenses, Fees, Taxes:** The vendor shall obtain and maintain all licenses, permits and health certifications required by federal, state, and local laws.
10. **Insurance Requirements:** Contractor (and any subcontractor) shall obtain and maintain insurance as follows, unless waived in writing by the School:
 - a. **Automobile Liability:** Automobile Liability Insurance covering all owned, hired and non-owned vehicles in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
 - b. **Workers Compensation:** Worker’s Compensation Insurance, disability benefit and other social insurance as may be required by law.
 - c. **Comprehensive General Liability:** Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
 - d. **Excess (Umbrella) Liability:** Excess Liability coverage of \$1,000,000, unless waived by School. Except for Worker’s Compensation Insurance, School shall be named as certificate holder and a primary, noncontributory additional insured under such insurance coverage. Contractor shall submit insurance certificates (“Certificates”) to School evidencing required insurance coverage at the time of submission of this Agreement and at any other time(s) upon School’s reasonable request(s). Certificates evidencing the required insurance shall stipulate that School shall receive thirty (30) days prior written notice of any change or cancellation in coverage. If Contractor or any subcontractor fails to carry any insurance



required by this Section, Contractor shall protect, indemnify and hold harmless School in the same manner as if Contractor and/or such subcontractor had in full force and effect coverage in accordance with this Section. Contractor shall comply with, and shall cause all subcontractors to comply with, all conditions of each insurance contract and all requirements of this Section.

- 11. Conformity to Product Specifications:** The successful bidder agrees to furnish and deliver the specified products at such times, at such places, and in quantities as herein specified, and that all products shall be subject to the inspection and approval of the person(s) appointed by the School who will have full power and authority to reject any or all products which are not in strict compliance and conformity with the specifications, or equal in every respect to the sample submitted. The successful bidder agrees that in the event that the School has accepted and paid for a shipment of a specified item(s), but shall discover upon opening at a later date that the item(s) does not conform to specifications and/or other quality standards of the sample(s) herewith, the bidder shall promptly remove such rejected items, at the School's request and at the bidder's expense, and the bidder agrees to replace promptly any or all of the quantity rejected with products that meet specifications and/or conform to standards of the sample(s) without extra charge to the School.
- 12. Default in Performance:** Should the bidder default in the performance of the foregoing paragraph, or not satisfy the delivery requirements stated herein, the School may procure such property or services from other sources in any manner permitted by law and shall have the absolute right to deduct from any monies due to the bidder, or that may thereafter come due to the bidder, the difference between the contract price and the actual cost of the property or services to be replaced or substituted. The price paid by the School in such event shall be the prevailing market price at the time the substitute purchase is made, or in the event that it is necessary to seek bids for such property or service, the amount of the successful bid.
- 13. Termination:** The School may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing thirty (30) days advance written notice to the awarded vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise returned in accordance with the return policy of the awarded vendor(s). If the awarded vendor(s) was paid for goods not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s). If the School terminates any awarded contract(s) in accordance with this paragraph, the School shall retain all rights and remedies allowed by law.



IV. EVALUATION PROCEDURES

A. Vendor Selection

It will be upon scoring of submitted proposals. Proposal evaluations will be weighted as follows:

1. Price 40%
2. Quality 40%
3. References 20%

V. STANDARD CONTRACT CONDITIONS

- a. The contract shall be governed in all respects as to validity, the construction, capacity, performance, or otherwise by the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes shall be by non-jury trial in the Delaware County, Pennsylvania, Court of Common Pleas.
- b. Awarded Vendors providing services under a contract herewith assure School that they conform to the provisions of the Civil Rights Act of 1964, as amended.
- c. School is tax-exempt. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- d. Deliveries under the contract must be free of excise or transportation fees and taxes, except when such a fee or tax is included in the bid price and participants are not exempt from such levies.
- e. The awarded vendor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with awarded vendor's performance of work under the contract, awarded vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin: Additionally, all applicable federal, state and local laws and regulations shall be deemed to be part of the contract and specifications, and the awarded vendor shall be responsible for compliance therewith.
- f. Product Protection Guarantees. School have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Awarded



vendors are expected to take immediate action to correct any situation in which product integrity is violated.

- g.** Coupons. The awarded vendor(s) shall ensure all applicable coupons and rebate opportunities are made available to the CAFCO participants during the course of the contract term.
- h.** Equal employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all CAFCO purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp.,p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any CAFCO purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.
- i.** Price Change Reviews: Prices are to remain firm for the specified period for each product category or item as noted on the bid specifications.