Albert Gallatin Area School District	
Name & Number	**Bid #FS-02- Bread**
	Issued on: May 28, 2025 **RFP due date: July 2, 2025 by 1:30pm** **No late offers will be entertained.**
Mail or Deliver to: (Faxed or emailed RFPs will **not** be accepted)	**Albert Gallatin Area School District** **Attn: Troy Golden, Food Service Director** **2625 Morgantown Road** **Uniontown, PA 15401**
Deadline For RFP	**July 2, 2025 by 1:30pm**

Submit questions in writing to:

Albert Gallatin School District
Troy Golden, Food Service Director
Phone:724-564-7190 ext8123 e-mail: troy.golden@agasd.org

Proposal Agreement

We, the undersigned, herewith propose and agree to furnish to **Albert Gallatin School District** all of the items that we have priced, at the net prices set opposite each item on the attached sheets.

This proposal is subject to all the terms of the contract documents, as defined in the "Conditions of Bid". We hereby agree to enter into a written contract to furnish such item(s)

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

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The undersigned Bidder certifies to having read all the contract documents and offers to furnish items, as specified, to **Albert Gallatin School District** in exact accordance with these specifications and conditions at the prices stated on the attached forms.

DATE _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

TYPED NAME _____

TITLE _____

SIGNATURE _____

DATE _____

STANDARD BID SPECIFICATIONS

A. Intent

1. The specifications contained herein are intended to cover the furnishings and delivery of bread and bakery items. The intent is that the vendor must provide service to ALL schools within said District.

2. "Price quotes", must be executed in accordance with, and subject to these instructions and specifications or list of materials attached hereto. This bid is being (received) according to law as set forth in the Pennsylvania Public School Code of 1949, as amended (revised December 1, 2006).

B. Bid Submission Information

1. Sealed quotations must be clearly marked on the outside of the envelope:

   Albert Gallatin School District CAFETERIA BREAD BID 2025-26 #FS-02-Bread
   ATTN: Troy Golden

2. No quotes will be entertained unless it is prepared upon the OFFICIAL FORM and signed in **blue** ink by an official submitting the proposal. Do not use substitute forms and do not change or substitute quantities ordered. Please return a **copy** of the completed quote form with the signed proposal agreement. **Unsigned proposals will not be considered.**
3. Vendors will be notified of quote results, in writing, as soon as practical.

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4. Prices quoted must include all costs for transportation to the locations attached. Any discount, standard rebate, or promotional allowance must be indicated on this bid.
5. **Albert Gallatin School District** reserves the right to: 1) accept or reject all or part of this bid, and to accept or reject any item or group of items for which bid is submitted, 2) to waive any irregularity, informality or technicality in any quotation received, 3) make all decisions regarding the proposal including, without limitation, the right to decide whether a bid does or does not substantially comply with the requirements of this "RFP,"
   negotiate modifications in any terms of supplier's proposals or any parts thereof.
6. The quality of goods must be per specifications and must be acceptable to **Albert Gallatin School District**.
7. Quote product prices as per volume (loaves or dozen) as provided on quotation form. Not as packaged.
8. Only products listed on specification document will be used as criteria for awarding proposal. Provide pricing and description of all additional products offered by your company.

C. Payment Process

1. Upon receipt of delivered goods and along with proof of delivery (i.e. invoice, packing slip, etc), each school district will issue payment within 30 days
2. Statements shall be sent and/ or emailed to the food service department.
3. Invoices submitted cannot exceed price quoted.
4. All charges must be reflected in the original bid price.

D. Proposal Items and Packaging

1. The quality of goods must be per specifications with consideration to minor corporate production differences and must be acceptable to the **Albert Gallatin School District**.
2. Include a code number for every item.
3. No damaged or distressed merchandise will be accepted. Components will be fresh not frozen, appear full and robust and not squashed or misshapen. Ingredients will appear fresh and wholesome, free of off colors, dehydration or faulty assembly.
4. All items shall be delivered, sliced and wrapped in dust-free, odor-free and moisture proof wrapper.
5. The bread delivery trays and racks shall be clean, free of soil.
6. All packaging shall clearly identify the product at hand.
7. Each package shall be dated or if date coding is used, a clear explanation must be Provided.

E. Nutrition Information

1. In the event that any of the said products shall be rejected as unsuitable or not in conformity with these specifications, such products of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.

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2. All vendors will be responsible for providing nutrition information for any and all bid proposal items. Nutritional analysis of each applicable product being quoted should be presented in PDF file format and made available to the district. The following minimum information, if applicable, is required of each item.

    Serving Size by Weight and Gram Equivalent
    Calories per serving
    % of Calories from Fat
    Total Fat: (grams), (%RDA)
    Saturated Fat (grams)
    Trans Fat (grams)
    Dietary Fiber (grams)
    Protein (grams), (%RDA)
    Carbohydrate (grams)
    Sugar (grams)

5. Additives- The use of food additives will be kept to the minimum required for Safekeeping of food. Only products made with enriched flour will be accepted, except where otherwise noted.
6. USDA Standards- All portions must conform to the standards published in the USDA food-buying guide for the school lunch and breakfast program. Refer to attached USDA memo regarding grain requirements for the National School Lunch and Breakfast Programs.

F. Completing the Bid

1. No more than one alternate product may be quoted on any single item of the bid. Description and pricing for such alternate must be typed in on this document immediately below space for pricing of primary bid.
2. Any substituted item must have samples and nutrition information submitted upon request.
3. Changes, alterations, or interlineations in the bid are not permitted.
4. Include code number for every item.
5. Quote form reflects expected usage. Additional quantities may vary. The **Albert Gallatin Area School District** reserves the right to increase or decrease quantities of items to be purchased to reflect actual needs at the time that the orders are issued. Such additional quantities will be purchased at the price indicated on this bid.
6. All products must be packed under continuous USDA inspection where applicable. All vendors must be HACCP certified. All packaging must be approved by the USDA and the Food and Drug Administration for contact with food and conform to USDA labeling requirements.

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7. District is exempt from all federal, state, and local taxes including payroll and personal property taxes, franchise taxes, sales and use taxes, and income taxes; the bid price shall be net of any taxes.
8. All applicable laws shall be deemed to be part of these specifications and shall be read and enforced as though they were included. This includes the Pennsylvania Act 1984-1519, Worker and Community Right-To-Know-Law.

G. Delivery and Service

1. It shall be the vendor's responsibility to provide the contact information for each Regional/Branch manager with said school district.
2. The vendor, shall coordinate delivery schedules to specific school sites of all schools within said district. This includes changes in holiday delivery schedule.
3. If there is a change to the agreed upon schedule, the **Albert Gallatin Area School District** must be notified a minimum of two weeks in advance. The new delivery schedule must be mutually agreed upon by both parties.
4. **ALL DELIVERY CHARGES TO DESTINATION MUST BE INCLUDED IN PRICE.**
5. When a substitute item of equal or greater quality is delivered to the schools, the invoice shall reflect the prices quoted on the bid at the same price per unit. When a substitute item does not meet the size and/or whole grain specifications, the invoice shall reflect the lower price per unit.
7. The distributor awarded the items appearing on the quotation must agree to stock ALL items on this quote at all times.
8. All deliveries must be accompanied by an itemized invoice. Delivery person and food service manager/staff will check merchandise against invoice. Upon request, invoices will be sent in duplicate.
9. Deliveries shall not be left outside the building.
10. The vendor shall furnish mobile bread storage racks at each delivery location.
11. Upon delivery, each school site will spot check products for external and internal damage, cleanliness, defects, spoilage, count, temperature and any other inspections deemed necessary by the Food Service Director/Manager at that site. The Food Service Director/Manager reserves the right to make final disposition of all damaged materials either on the spot or at a later date. If product is refused a credit slip will be given to the school district within 24 hours of refusal.
12. Products will appear full and robust, not squashed or misshapen. Ingredients will appear fresh and wholesome, free of off colors, dehydration or faulty assembly. All markings and labeling shall be CLEAR and marked on one panel of the package.
13. Marking material shall be waterfast, non-smearing and of a color contrasting with the package.
14. **Albert Gallatin Area School District** will not accept product delivered that is within 5 days of the "use by date", unless there has been prior notification to the director of the short turn around on the product.
15. Additional fees may be imposed due to the following which will be the responsibility of the vendor, such as: Requiring "over time" reimbursement for school district staff needed beyond the normal scheduled shift to accept deliveries that arrive after normal receiving hours (to be determined for each school site); Violating City and County ordinances, i.e., Idling Regulations (maximum idling time of 5 minutes; 20

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min./hour if less than 40° F or more than 75° F - see http://www.dgs.state.pa.us), or other local regulations as established.

H. Required Vendor Information

1. The successful vendor shall keep informed of scheduled school holidays and emergency school closings (i.e., ice, snow, etc.) via public radio or TV broadcasts or by contacting the school district. When schools are closed due emergency, orders placed for that day shall be delivered the next day schools are open, unless the district requests to keep delivery day the same. In the event an order must be re-delivered due to weather or extreme emergency, no additional charges shall be assessed to any school district for such closings.
2. Vendors must be registered with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188)

I. Ordering

1. A vendor may request that orders be placed no more than three (3) business days in advance of the scheduled delivery day. If a vendor requests that orders be placed more than four (4) days in advance of the delivery day, it will result in rejection of the proposal.
2. Orders may be accepted via telephone, email or given to bread delivery personnel.
3. Vendors are encouraged to have an online ordering system, web-based, using Internet Explorer and/or Google Chrome available 24/7, in which all sites are capable to place orders. Each site manager/director will have a unique username/password to their school district.
4. Vendors must be able to print the order guide, past orders, submitted orders and create velocity reports.

J. Evaluation

1. It is the intent to award this contract evaluating per the following criteria: Cost of goods and/or service, product availability (50 pts); Past service and history (15 pts); Conformance to specifications and terms (15 pts); Sample acceptability (10 pts); Supporting resources and management skills (5 pts); Compliance with Historically-Underutilized Business or Minority/Woman-Owned Business Enterprise (HUB/MWBE) (5 pts).
2. Proposals will be scored by the **Albert Gallatin Area School District**. RFP contracts that do not meet mandatory requirements will be disqualified.

K. Bidder Disqualification

1. Vendors may be disqualified from doing business with the **Albert Gallatin Area School District** and have their names removed from the vendor list for reasons including, but not limited to:
   a). Failure to deliver or comply with the specifications and/or the contract terms and conditions.

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b). Failure to deliver or perform on a timely basis.
c). Offering any gift, gratuity, favor or advantage, present or future, to any persons of **Albert Gallatin School District** for personal gain.
d). Failure to disclose a conflict of interest in a bid or contract
e). Conviction of any criminal offense involving public contracting.

L. Award and Contract Term

1. The **Albert Gallatin Area School District** reserves the right to calculate the cost per ounce of grain equivalence when proposals are received for products of different sizes.
2. Sealed bids will be received until 1:30 PM on July 2, 2025.
3. The length of this quote will be July 30, 2025 to June 30, 2026.
4. No portion of any resulting contract may be sublet, subcontracted or otherwise assigned without the prior written consent of **Albert Gallatin Area School District.**
5. **Albert Gallatin Area School District** reserves the right to audit the awarded supplier's records throughout the term of the contract and for a period **of three (3)** years after its termination.
6. In accordance with federal law, the awarded supplier must complete, sign and return to the **ALBERT GALLATIN AREA SCHOOL DISTRICT** the Internal Revenue Service Request for Taxpayer Identification Number and Certificate (W-9) form.
7. The awarded supplier must submit certificates of insurance to **ALBERT GALLATIN AREA SCHOOL DISTRICT** prior to commencing any work or making any deliveries to consortium members.
8. The awarded supplier shall secure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments under which the contract will be performed.

M. Extension Clause

1. The **ALBERT GALLATIN AREA SCHOOL DISTRICT** may wish to extend this contract for **one additional school year** (July 1, 2026 through June 30, 2027). Any contract resulting from this solicitation may be extended for a period not to exceed 1 year in total, upon the mutual agreement of both parties between March 1, 2026 and April 01, 2026. All prices indicated in said Bid would remain *at the same cost* for School Year 2025-2026, with the exception of commodity allowance values. Should this contract be canceled for reasons of non-availability of funds, cancellation would take place on the last day of the original appropriation period, June 30, 2026. In the event of cancellation or non-availability of funds, the **ALBERT GALLATIN AREA SCHOOL DISTRICT** will not be obligated to purchase any items remaining in inventory. Vendors will be notified well in advance of a pending cancellation. Indicate your company's willingness to extend this contact for one additional school year:

YES: _____ NO: _____

N. Contact Information

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1. All inquiries, communications and correspondence regarding this bid must be directed to **ALBERT GALLATIN AREA SCHOOL DISTRICT** Troy Golden, Food Service Director.
2. **ALBERT GALLATIN AREA SCHOOL DISTRICT** shall not be responsible for any cost incurred in the preparation of a supplier's proposal.

O. Terms and Other Conditions

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 **ALBERT GALLATIN AREA SCHOOL DISTRICT** does not enter into a contract with a debarred or suspended company or individual, each Distributor must include a certification statement (ATTACHED). 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:

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

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b. 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: ALBERT GALLATIN AREA SCHOOL DISTRICT may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days' written notice to the Manufacturer.

Food Laws: Manufacturer shall be expected to operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to, a Hazard Analysis Critical Control Point (HACCP) plan and the provisions of the Consumer Product Safety Act. SFA may inspect Selected Distributor's facilities and vehicles. The Selected Distributor must have documented its company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

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 to abide 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 **ALBERT GALLATIN AREA SCHOOL DISTRICT** 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; **ALBERT GALLATIN AREA SCHOOL DISTRICT** 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 School may, at its option, cancel the Awarded Contract. The remedies of **ALBERT GALLATIN AREA SCHOOL DISTRICT** 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.

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Indemnify and Hold Harmless: Bidder shall indemnify, defend and hold harmless **ALBERT GALLATIN AREA SCHOOL DISTRICT** from and against and 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 the School and its directors, officers, employees, and 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.

a. 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

b. 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: Neither party shall be liable in damages or have the right to terminate the Awarded Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Byrd Anti-Lobbying Amendment: Pursuant to 22 CFR Part 227, Contractor agrees to: (a) sign and submit to **ALBERT GALLATIN AREA SCHOOL DISTRICT** 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: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

- Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
  1. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
- ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.

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1. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School.
2. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.
3. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Non-discrimination Statement: The USDA prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

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.

*** Reciprocal Limitations Act. 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.*

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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.

P. Protest and Protest Procedure

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

Albert Gallatin Area School District
2625 Morgantown Road
Uniontown, PA 15401

Q. Proposal Agreement

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

Processing Manufacturer Contact Information

Name of Manufacturer: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____

Phone: _____

Fax: _____

E-Mail: _____

Vendor 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.

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Vendor Representative Name - Print

Vendor Representative Name - Signature

Vendor Representative Title Date

9. 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 F
Protest Form and Instructions

Attachment G
Bread Spec Sheet

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R. Calendar Timeline of Events

The required dates and times by which actions must be completed and, where applicable, locations are listed in the Timeline. If **ALBERT GALLATIN AREA SCHOOL DISTRICT** determines that it is necessary to change a date, time, or location, it will issue an addendum to this solicitation. All times noted in this RFP refer to Eastern Standard Time.

All Sealed Bids To Be Returned By: July 2, 2025 no later than 1:30PM
Bid will be awarded after the AGASD Regular Board Meeting in July 2025

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 quote, 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 quote.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

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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 quote 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," "quote," 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 quote 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.

Initial ____

(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	

Initial ____

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,

Initial ____

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.

<table>
<tr><td>1. Type of Federal Action
□ A. Contract
□ B. Grant
□ C. Cooperative Agreement
□ D. Loan
□ E. Loan Guarantee
□ F. Loan Insurance</td><td colspan="2">2. Status of Federal Action
□ A. Bid/Offer/Application
□ B. Initial Award
□ C. Post award</td><td>3. Report Type
□ A. Initial Filing
□ B. Material Change
For Material Change Only:
Year: _____ Quarter: _____
Date of Last Report: _____</td></tr>
<tr><td colspan="2">4. Name and Address of Reporting Entity:
□Prime □Subawardee
Tier____ ____, if known
Congressional District, if known: _____</td><td colspan="2">5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known: _____</td></tr>
<tr><td colspan="2">6. Federal Department/Agency:</td><td colspan="2">7. Federal Program Name/Description:
CFDA Number, if applicable: _____</td></tr>
<tr><td colspan="2">8. Federal Action Number: (if known)</td><td colspan="2">9. Award Amount: (if known)</td></tr>
<tr><td colspan="2">10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</td><td colspan="2">10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)</td></tr>
</table>

Initial ____

11. Amount of Payment: *(check all that apply)*
$_____
Actual □ Planned □

12. Form of Payment: *(check all that apply)*
□ A. Cash Nature_____
□ B. In-kind (specify) Value_____

13. Type of Payment: *(check all that apply)*
□ A. Retainer
□ B. One-Time Fee
□ C. Commission
□ D. Contingency Fee
□ E. Deferred
□ F. Other: *(specify)* _____

14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11.
(Attach Continuation Sheets if necessary)

15. Continuation Sheets Attached: Yes □ No □

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than $10,000 and no more than $100,000 for each such failure.

Signature: _____
Print Name: _____

Title: _____
Telephone Number: _____
Date: _____

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Initial ____

Attachment C - Reciprocal Limitations Act

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.

Initial ____

3. Bidder Residency.

a. Determining Non-residency. 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

Initial ____

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.

Initial ____

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 _____ 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, 2023

_____

My Commission Expires_____
Notary Public

Initial ____

Attachment E – Minority/Woman-Owned Business Enterprise (MWBE) Certification.

Does the commodity processing manufacturer responding to this RFP hold a MWBE Certification? *(circle one)* **Yes** **No**

If **no**, please sign at the bottom.

If **yes**, please provide the company name and certification number below and sign at the bottom.

_____

Vendor Name

_____

Certification Number

_____

Vendor Representative Signature

Initial ____

Attachment F - Notice of Protest and Protest Procedures

DATE: _____ **RFP NAME/ NUMBER:** _____

PROTESTING PARTY: _____

_____

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

REASON FOR PROTEST:

_____
_____

RELEVANT INFORMATION (attach documents as needed):

_____
_____

Do not write below. For _____ use only.

Date Notice of Protest Received: _____ **Eligible for Review: Yes No**

Date Forwarded to ALBERT GALLATIN AREA SCHOOL DISTRICT BOD: _____

Date Forwarded to Awarded Contractor or Eligible Respondents: _____

Date of Review and Consideration: _____ **Extension Date:** _____

Date of Determination: _____ **Determination Made** _____

_____
_____

Signature of _____ BOD President _____
Signature Date _____

Initial ____

CONTRACT SOLICITATION AND AWARD PROTEST PROCEDURE POLICY

Manufacturers 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 **Albert Gallatin Area School District**.

PROCEDURE:

Federal regulations are the primary authority for rules related to competitive procurement. Those regulations that MAY be applicable to competitive procurements of **ALBERT GALLATIN AREA SCHOOL DISTRICT** 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 by any of the following:

1) By a party who did not submit a bid or proposal;
2) By a party who has responded to an invitation for bids (IFB), a request for proposal (RFP) or a request for qualification (RFQ);
3) 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 **Albert Gallatin Area School District**. 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 **ALBERT GALLATIN AREA SCHOOL DISTRICT** for review and consideration within five (5) days of receipt.

Initial ____

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, **ALBERT GALLATIN AREA SCHOOL DISTRICT** 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.

ALBERT GALLATIN AREA SCHOOL DISTRICT 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. The **ALBERT GALLATIN AREA SCHOOL DISTRICT** 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, **ALBERT GALLATIN AREA SCHOOL DISTRICT** 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, the **ALBERT GALLATIN AREA SCHOOL DISTRICT** 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 **Albert Gallatin Area School District**, 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 **Albert Gallatin Area School District.**

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.

Initial ____

Bid #25-26 Bread
PRODUCT SPEC SHEET

Bread Company Name:_____ **Quotation #**_____

Requested Product	Min Grain per Serving	Equivalent 1oz = 28g		Price			Estimated Monthly Usage	TOTAL
Whole Grain Rich Products								
Whole Grain Pullman	1oz		Sli per loaf	$	per loaf	x		$
Whole Grain White Pullman	1oz		Sli per loaf	$	per loaf	x	35	$
Whole Grain White Bread	1oz		Sli per loaf	$	per loaf	x		$
100% Whole Wheat Bread	1oz		Sli per loaf	$	per loaf	x		$
Multi Grain Bread	1oz		Sli per loaf	$	per loaf	x		$
Whole Grain White Texas Toast	1oz		Sli per loaf	$	per loaf	x	35	$
Whole Grain White Weiner Bun	1.5oz		grams per bun	$	per doz	x	15	$
Whole Grain White Weiner Bun	2oz		grams per bun	$	per doz	x	10	$
4" Whole Grain Hamburger Bun	2oz		grams per bun	$	per doz	x	275	$
4" Whole White Hamburger Bun	2oz		grams per bun	$	per doz	x		$
3.5" Whole Grain White Hamburger Bun	1.75oz		grams per bun	$	per doz	x	75	$
3.5" Whole Grain White Cluster Hamburger Bun	1.5oz		grams per bun	$	per doz	x		$
4" Whole Grain Kaiser Bun	2oz		grams per bun	$	per doz	x		$
WG White Slider	1oz		grams per bun	$	per doz	x		$
6" Whole Grain White Sub Bun	2oz		grams per bun	$	per doz	x	40	$
8" Whole Grain White Sub Bun	2oz		grams per bun	$	per doz	x		$
Whole Grain White Dinner Roll	1oz		grams per bun	$	per doz	x	50	$
Whole Grain Dinner Roll	1oz		grams per bun	$	per doz	x		$

Grand Total Price	$

Bid #25-26 Bread
PRODUCT SPEC SHEET

Bread Company Name:_____ **Quotation #**_____

Requested Product	Min Grain per Serving	Equivalent 1oz = 28g	Price	Estimated Monthly Usage	TOTAL

Bidder's failure to execute/sign bid prior to submittal may render bid non-responsive.

Organization Name (print): _____

Name and Title of Authorized Representative (print): _____

Address _____ City: _____ State ____ ZIP _____

NOTE: Unit price MUST include freight charges and should be shown as four (4) decimal points. Orders will be placed and invoiced by the pack size. Quote pricing will be submitted "per each" for competitive pricing only.