Albert Gallatin School District	
Name & Number	**RFP #1-2025 FS** **For Purchase and Delivery of Milk, Juice, and Other Beverages**
	Issued on: May 28, 2025 **Final date for written questions: June 18, 2025** **RFP due date: July 2, 2025 no later than 1:00pm** **RFP opening and evaluation dates: July 2, 2025 at 1:00pm** **RFP Estimated Award Date: July Board Meeting** **No late offers will be entertained.**
Mail or Deliver to: (Faxed RFPs will **not** be accepted)	**Albert Gallatin School District** **C/O Milk Bid 2023-2024** **2625 Morgantown Road** **Uniontown, PA 15401**
Deadline For RFP	**Wednesday, July 2, 2025 by 1:00PM**
Submit questions in writing to:	**Troy.golden@agasd.org**

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

This proposal is subject to all the terms of the contract documents, as defined herein. We hereby agree to enter into a written contract to furnish such item(s) and all bid prices remain as quoted on the RFP #1-2025 FS regardless of award status.

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.

The undersigned bidder certifies to having read all the contract documents and offers to furnish items as specified to the school district in exact accordance with these specifications and conditions at the prices stated on the attached forms.

DATE _____

COMPANY NAME _____

ADDRESS _____

_____

TELEPHONE NUMBER _____

_____

AUTHORIZED AGENT/OFFICER SIGNATURE

_____ Initials

Albert Gallatin School District

Standard Bid Requirements

Proposals for material listed herein will be received in the **Albert Gallatin Central Office Located at 2625 Morgantown Road Uniontown, PA 15401 until 1:00PM on the day specified herein.** Proposals will be opened at 1:00pm and scored by the close of business on the date indicated in this RFP. Winning bidders will be notified electronically on or before the dates specified herein. **NO LATE SUBMISSIONS WILL BE ACCEPTED FOR ANY REASON.**

1. These bids are being received according to law as set forth in the Pennsylvania Public School Code of 1949, as amended.

2. All bids shall be returned clearly marked according to bid number, bid name and date of opening. The Bidder is responsible for ensuring that the Bid documents are submitted inside a sealed envelope to Albert Gallatin School District/ Milk Bid 2625 Morgantown Road Uniontown, PA 15401 prior to 1:00pm on the RFP Due Date. Bid document delivered to a school district employee, even if a signature is obtained, **is not** sufficient to meet the requirements of this Bid Condition. The School District will not be responsible for the failure of any of its employees or any mail delivery service to deliver a bid document to the Purchasing Coordinator prior to the time and date for the opening of this Bid. NO FAX OR EMAIL BIDS ACCEPTED.

3. One copy of this Bid Inquiry is provided to each bidder. The RFP document can also be found on the district website at AGASD.org. One copy is to be filled out, signed, and returned to the Albert Gallatin School District/ Milk Bid 2625 Morgantown Road Uniontown, PA 15401 prior to 1:00pm. **ONLY ENVELOPES WITH THE DESIGNATED BID NUMBER (RFP #1-2025 FS) WILL BE ACCEPTED**.

4. Bids shall be submitted signed in **blue ink** by a duly authorized agent or officer of the company making the bid. Absence of original signature of person duly authorized to sign for the company submitting this bid document will automatically leave this bid null and void.

5. Bidders will quote prices on the unit as specified (i.e. "each", "lot", "dozen", etc.) unless the unit as used in the trade differs from that requested on the Inquiry. In such case, the unit being bid should be changed on this bid document to reflect the industry standard. This is an all or none solicitation. Vendors are not required to bid on all items but percentage of products bid will be taken into consideration in final award.

6. Prices quoted will be considered net unless otherwise noted on bid. No escalator clauses will be permitted unless provided for in the Bid format.

7. Prices quoted must include all costs for transportation and delivery inside the building at the locations indicated in Attachment 1. Any discount, standard rebate, or promotional allowance must be indicated on this inquiry. **Albert Gallatin School District** reserves the right to add or subtract sites as needed with at least THIRTY (30) days' notice to the Vendor.

8. Not more than one alternate product may be quoted on any single item of the bid. Description and pricing for such alternates must be typed in on this document immediately below space for pricing of primary bid.

9. All bids shall be effective for a period of 30 calendar days from the opening date of this bid, and no bid may be withdrawn prior thereto.

_____ Initials

10. This is a request for pricing only, not a guarantee of an order. All usage numbers provided by **Albert Gallatin School District** are estimates only. **Albert Gallatin School District** reserves the right to increase quantities of items to be purchased to reflect actual Board needs at the time that order(s) are issued. Such additional quantities will be purchased at the price indicated on this bid.

11. Every effort must be made to comply with the "Buy American" standards as laid out in this RFP.

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

COMPANY NAME: _____

_____
AUTHORIZED SIGNATURE

Note to Vendors

Please be sure to read this proposal carefully and respond to all queries and requirements listed in all sections of this proposal to assure that **Albert Gallatin School District** can compare your response equally with the other Vendors.

_____ Initials

Checklist

This checklist is for your convenience and is not meant to be an exhaustive list of items to include with your RFP submission. Vendors are encouraged to thoroughly read the RFP document to ensure that all necessary items have been submitted.

Before returning your proposal documents, did you…

_____ complete Product Pricing Forms?

_____ submit an electronic copy of product pricing form for all products on flash drive?

_____ Submit all Minimum Qualifications paperwork?

_____ complete and sign the Proposal Agreement?

_____ Provide three (3) client references?

_____ initial each page of the RFP?

_____ read, complete and sign all applicable attachments?

_____ Initials

Section 1 - Background & Purpose

The Food Service Department of **Albert Gallatin School District**, hereinafter referred to as **AGASD**, operates as a self-operated food service operation. **AGASD** provides meal services at 9 school cafeteria locations throughout the district. AGASD operates the NSBP and NSLP programs at all 9 sites.

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

The purpose of this Request for Proposal is to establish a contract for the purchase and delivery of **Dairy, Fruit Juice, and Other Beverages** in conjunction with the needs of the district. **Albert Gallatin School District** is looking for a Vendor partner that is willing and able to foster a mutually beneficial relationship of trust and transparency and to work with **Albert Gallatin School District** to think, act, and operate in flexible and creative ways as we strive to build a stronger food service program and a stronger regional food service system that can benefit our district and community as a whole.

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

The contract term is for a period of 1 year beginning July 9, 2025 and ending June 30, 2026. The School District may wish to extend this contract for 1 additional school years. Any contract resulting from this solicitation may be extended for a period not to exceed 2 contract years upon the agreement of both the Vendor and **Albert Gallatin School District**.

The **Albert Gallatin School District** *Board of Education reserves the right to cancel this RFP at any time and for any reason.*

Section 2 – TERMS & CONDITIONS

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

All prices to **Albert Gallatin School District** will remain as quoted in response to this RFP regardless of award status.

The RFP is for 1 year. Prices for products not subject to market pricing must be held firm for ONE (1) year. The RFP will begin on July 9, 2025 and conclude June 30, 2026. Any increase in pricing from year to year as a result of the renewal of this contract must be approved by **Albert Gallatin School District**.

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

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

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

Delivery crates shall be clean and free of soil, grease, or other such contaminants. All packaging shall clearly identify the product. Each package shall be dated or if date coding is used, a clear explanation must be provided.

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

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

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 THREE (3) days in advance of the delivery day, it will result in rejection of the bid.

Orders may be accepted via telephone, fax or given to dairy delivery personnel as an alternative method.

Deliveries: It is hereby agreed and understood that the successful Vendor will be required to provide regular shipments of items during various delivery cycles throughout the term of the contract.

_____ Initials

Deliveries will be made to approximately 9 locations.

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

The **Cafeteria Managers** shall be notified of "outs" prior to delivery and provided a suitable substitute option for the item that is "out". If the vendor fails to deliver a substitute product, **Albert Gallatin School District** reserves the right to obtain the item on the open market.

The Vendor shall deliver to all sites on a regular schedule weekly, Vendor understands that some sites are unable to receive deliveries during that schools scheduled lunch time due to safety concerns. Such situations will be communicated to the vendor as necessary.

Deliveries shall not be left outside of buildings for any reason.

The Department will make every effort to inform the Vendor when emergency closures or delays occur, however, the Vendor is responsible for monitoring the status of school closures and two-hour delays either on the local news or at **AGASD.org.** The vendor is also responsible for contacting Cafeteria Managers or Food Service Director to arrange delivery schedule adjustments when necessary so that sites receive product as per agreement.

The Vendor will inform the District of any delivery delays due to inclement weather, poor road conditions, truck problems, etc, by calling and/or emailing the Food Service Director directly as soon as the delay occurs.

The District reserves the right to impose a fine due to delivery delays that require over time for school district staff for deliveries that arrive outside of normal receiving hours (generally 7:00am to 2:00pm); violation of City and County ordinances regarding idling regulations (maximum idling time of 5 minutes; 20 min./hour if less than 40° F or more than 75° F - see http://www.dgs.state.pa.us).

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

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

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

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

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

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

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

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

Source Promotion

Information promoting farmers, their history and practices is valuable to the **Albert Gallatin School District** student cafeteria education experience. The Vendor's will be asked to help the district promote the local farmers from whom product is sourced.

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.

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

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

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

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 PPSFSD 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 School District** has the option to send

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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 **Albert Gallatin School District** may, at its option, cancel the Awarded Contract. The remedies of **Albert Gallatin 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.

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

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

Indemnify and Hold Harmless: Bidder shall indemnify, defend and hold harmless **Albert Gallatin School District** , the Board of Education, its member schools, its directors, officers, employees, and other authorized agents from and against all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Bidder's negligence, breach or other performance of the Awarded Contract, or violation of any law or right of a third party, or that of Bidders' employees, subcontractors, or agents. Bidder will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold harmless **Albert Gallatin School District** , the Board of Education, its member schools, its directors, officers, employees, and other authorized agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under the Awarded Contract.

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: Except so far as the Vendor may have assumed a greater obligation, neither Party shall be considered in breach of this Agreement to the extent that its performance of any duty under this Agreement is prevented by extreme weather events such as tornadoes, hurricanes, earthquakes, tidal waves, drought, and floods; fires or explosions; war, terrorism, or other armed hostilities; embargo; public riot, disorder or commotion; unforeseen shutdown of major sources of supply or the like; labor strikes, lockouts, or other labor action (unless solely restricted to employees of the party claiming that its performance is excused); or by compliance in good faith with any applicable foreign or domestic governmental regulation or order, whether or not it later proves to be invalid. Increased cost alone does not excuse performance. Neither is a rise or a collapse in the market itself a justification, for that is exactly the type of business risk that this Agreement and its pricing provisions are intended to cover. But a severe shortage of raw materials or of supplies due to an above-specified contingency, which either causes a marked increase in cost or altogether

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prevents the Vendor from securing supplies necessary to its performance, is within the contemplation of this section.

Byrd Anti-Lobbying Amendment: Pursuant to 22 CFR Part 227, Contractor agrees to: (a) sign and submit to **Albert Gallatin 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: As required, and to the maximum extent practicable, for the purchase or procurement of materials, supplies, furnishings, equipment, food or other personal property and non-professional services, the guidelines that govern the "Buy American" policy is:

Purchases shall consist of raw materials mined or produced in the U.S., or manufactured items that are made in the U.S. from materials or items mined, produced or manufactured in the U.S. Exceptions to the "Buy American" Policy are:

a) If the items are not available in the U.S. in commercial quantities of good quality,
b) If the cost of the domestic item(s) is unreasonable, which shall be if the cost of the domestic items is greater than two percent more than the cost of comparable foreign items, unless for a particular purchase, two percent represents a nominal amount,
c) If a purchase has a value of $30,000 or less,
d) If the Chief Purchasing Officer decides that it is in the County's best interest to waive the "Buy American" policy.

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.*

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

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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.

Section 3- Submissions

Vendors are limited to one proposal submission. If more than one proposal is submitted the one submitted closest to the submission deadline will be used for evaluation. Submissions shall be submitted signed in blue ink by a duly authorized agent or officer of the company making the bid. Absence of original signature of person duly authorized to sign for the company submitting this bid document will automatically leave this bid null and void. Copies of all submission documents must also be submitted as an electronic copy on a USB flash drive.

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

Minimum Qualifications Documentation

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

Licensing and Registration

- Business license, Proof of insurance, and current W-9; verifying that Proposer has business operation(s)/ facility(ies) from which fresh produce will be supplied.
- Proof of registration with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188)

HAACP Certification

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

Dedicated Sales Rep

The Department requires a sales representative that can communicate ongoing changes to the Department to ensure that all District sites are purchasing the correct products at the correct time.

The Food Service Department reserves the right to request a review of assigned representation and/or reassignment of and assigned Sales Representative at its discretion.

Attachments

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

Financials

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Pricing

Pricing indicated in all submissions must be held firm for an entire contract year. Price increases in subsequent years must be submitted to the Department by June 1st of each contract year.

Federal regulations prohibit **Albert Gallatin School District** from purchasing product under a cost-plus-percentage pricing structure.

District Contact: Troy Golden
Food Service Director
Albert Gallatin School District
Troy.golden@agasd.org
724-564-7190 ext. 8123

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Statement of Corporate Capability

Corporate capability and experience will be evaluated based on relevant experience. Please submit the below requested information in proposal documentation:

- Current number of School Food Authorities served and the tenure of those relationships.
  - Please include THREE (3) client references of school districts operating independent food service programs in your response. References should be customers with a minimum of three (3) years of service from the Vendor.
- Vendor must have a Quality Control Team to monitor the quality of product entering and leaving the facility daily.
- Please provide a summary of the role of each key member of your QC Team summarizing their experience directly related to the role and listing any required credentials or certifications specific to that role.
- Submit a written Standard Operational Procedure for product recalls.

Client References

Please include THREE (3) client references of school districts operating independent food service programs in your response, including name and contact information of each reference. References should reflect a similar size (product variety and volume) and type of account as **Albert Gallatin School District** (institution, school food service). References should be customers with a minimum of three (3) years of service from the proposer.

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Scoring Rubric – RFP#1 FS		
Category	**Description**	**Points**
Minimum Qualifications Documentation		
Licensing & Registration	Business license, Proof of insurance, and current W-9; verifying that Proposer has business operation(s)/ facility(ies) from which fresh produce will be supplied.	**Pass/Fail**
	Proof of registration with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188)	**Pass/Fail**
HAACP	Hazard Analysis and Critical Control Points (HACCP) certification.	**Pass/Fail**
Sales Rep	Dedicated sales rep that can meet ongoing support needs of daily service.	**Pass/Fail**
Attachments	Signed Attachments	**Pass/Fail**

Written Proposal		
Financials		
Pricing	Pricing that establishes fair and reasonable pricing	**70**
Corporate Capability		
Statement of Corporate Capability	Verifiable experience in the market and core team capabilities	**15**
Client References	Verifiable service experience in K12 market	**15**
Product Quality (Samples)		
Quality (Judged by Committee)	Temperature at time of delivery	**Pass/Fail**
	Appearance	**20**
	Taste	**20**
	Nutrition Information	**25**
	Calories	
	Sodium	
	Sugar	
Equity		
EBE Certifications	Proof of certification as an eligible business enterprise (EBE), which are comprised of businesses owned by ethnic minorities, women, and socially and economically disadvantaged individuals.	**10**
	Total Points	**175**

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Section 4 - 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 School District
Attn: Troy Golden, Food Service Director
2625 Morgantown Road
Uniontown, PA 15401
Troy.golden@agasd.org

_____ Initials

Section 5 - Proposal Agreement

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

Vendor Contact Information

Name of Vendor: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____

Phone: _____

Fax: _____

E-Mail: _____

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

_____

Authorized Representative Name - Print

_____

Authorized Representative Name - Signature

_____

Authorized Representative Title Date

_____ Initials

Section 6 - List of Attachments

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

Attachment B:
Certification Regarding Lobbying

Attachment C:
Reciprocal Limitations Act

Attachment D:
Non-Collusion Certification

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

Attachment F:
PPSFSD Protest Form and Instructions

Attachment G:
Delivery Sites

Attachment H:
Release of Liability for References

Attachment I:
Average Daily Usage

_____ Initials

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

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

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

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

(Read Instructions On Page Before Completing Certification)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

_____ Initials

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. Form AD-1048 (REV 07/15)

_____ Initials

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	

_____ Initials

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."

_____ Initials

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

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

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

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

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

<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>

_____ Initials

11. Amount of Payment: *(check all that apply)* $_____ Actual □ Planned □	13. Type of Payment: *(check all that apply)* □ A. Retainer □ B. One-Time Fee □ C. Commission □ D. Contingency Fee □ E. Deferred □ F. Other: *(specify)* _____
12. Form of Payment: *(check all that apply)* □ A. Cash Nature_____ □ B. In-kind (specify) Value_____	

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: _____

Federal Use Only Authorized for Local Reproduction

_____ Initials

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.

3. Bidder Residency.

_____ Initials

a. Determining Nonresidency. In determining whether a bidder is a nonresident bidder from a discriminating state, the address label on the IFB may be used unless the bidder corrects that address in its bid.

b. Determining Residency. In order to claim the preference for Pennsylvania resident bidders, bidders must have a bona fide establishment for transacting business within Pennsylvania at which it was transacting business on the date when bids were first solicited. The bidder must also be authorized to transact business in Pennsylvania. Therefore, if the bidder is a corporation, it must be incorporated in Pennsylvania or have a certificate of authority to do business in Pennsylvania.

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

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

G. Procedures.

1. Tab bids by dollar amount.

2. Start with low responsive bid and determine if:
   a. There is a bidder or product prohibition.
   b. The supplies offered are manufactured in a discriminating state.
   c. The supplies are offered by a nonresident from a discriminating state.

3. If there is a product prohibition involving the low bid, reject the low bid.

4. If the low bidder is offering supplies produced, manufactured, mined, or grown in a discriminating state, and the next low bidder is offering supplies produced, manufactured, mined, or grown in Pennsylvania, reduce the next low bidder's bid by the percentage preference which would be given to the low bidder by the state where the supplies are produced, manufactured, mined, or grown.

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

References:

1. Lists of States Applying A Bidding Preference

_____ Initials

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.

_____ Initials

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 PPSFSD in awarding the contract(s)/ purchase order(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Purchasing Agency of the true facts relating to the submission of this RFP.

_____

(Signature) _____

(Signatory's Name)_____

(Signatory's Title)_____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY OF _____Month, 2022

_____

My Commission Expires_____
Notary Public

_____ Initials

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

Does the manufacturer/vendor 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.

_____
Manufacturer / Vendor Name

_____
Certification Number

_____
Authorized Representative Signature

_____ Initials

Attachment F - Notice of Protest and Protest Procedures

DATE: _____
RFP NAME & NUMBER: _____
PROTESTING PARTY: _____

A party who did submit a bid or proposal	☐
A party who did not submit a bid or proposal	☐
A prospective contractor who is aggrieved in connection with the solicitation or award of a contract	☐

REASON FOR PROTEST (attach documents if needed):

Do not write below. For Albert Gallatin School District use only.

Date Notice of Protest Received: _____

Eligible for Review? **Yes No**

Date Forwarded to Albert Gallatin School District BOD: _____

Date Forwarded to Awarded Contractor or Eligible Respondents: _____

Date of Review and Consideration: _____

Date of Determination: _____

Determination Made:

_____

_____

_____
Signature of Authorized District Representative:

_____
Date:

_____ Initials

CONTRACT SOLICITATION AND AWARD PROTEST PROCEDURE POLICY

Manufacturers, Vendors, or distributors who disagree or are otherwise aggrieved by the competitive procurement process for contract solicitation and award have the right by federal regulation to enter into a formal protest with **Albert Gallatin 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 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 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 Legal Department for **Albert Gallatin School District** for review and consideration within five (5) days of receipt.

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

_____ Initials

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 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.

The **Albert Gallatin 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. **Albert Gallatin 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 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, **Albert Gallatin 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 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 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.

_____ Initials

Attachment G – Delivery Sites

Site	Address
AL Wilson Elementary School	100 AL Wilson Drive Fairchance, PA 15436
Friendship Hill Elementary	218 New Geneva Road Point Marion, PA 15474
Plava Elementary	120 Puritan Road McClellandtown, PA 15458
Masontown Elementary	201 Spring Avenue Masontown, PA 15461
Smithfield Elementary	23 Liberty Street Smithfield, PA 15478
North Middle School	113 College Avenue McClellandtown, PA 15458
South Middle School	224 New Geneva Road Point Marion, PA 15474
Albert Gallatin High School	1119 Township Drive Uniontown, PA 15401
D-Ferd Swaney	1152 T502 Uniontown, PA 15401

_____ Initials

Attachment H – Release of Liability for References

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue **Albert Gallatin School District**, its Board, officers or employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that **Albert Gallatin School District** may make regarding the qualifications and experience of the below indicated company in connection with the selection process for **RFP #1-2025 FS** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

_____	_____
Signature of Authorized Agent for Bidder	Name of Company
_____	_____
Printed Name of Authorized Agent for Bidder	Date

_____ Initials

ATTACHMENT I

2025-2026 Milk Usage Albert Gallatin

Estimated Average Usage is Based on 176 days

Please Use June 2025 MMB Pricing for Milk

ITEM	Adolphoi Village	Al Wilson	High School	Friendship Hill	Plava	North	Masontown	South	Smithfield	Item Totals
1% White Paper 1/2 Pints	13400	30750	14800	18356	32346	28925	15050	19750	21650	195027
NF Chocolate Paper 1/2 Pints	11700	24900	44730	10100	21950	24999	24550	20500	14250	197679
NF Strawberry Paper 1/2 Pints	2900	8400	10550	4950	7143	8350	9450	3900	6050	61693
Skim Paper 1/2 Pints	2500	4500		3000	4000	3000	4000	3000	3000	27000
NF Vanilla Paper 1/2 Pints										0
Fruit Juice 4oz Paper	1550	1650	3475	975	1875	975	4050		375	14925
Orange Juice 4oz Paper	7200	5100	16650	300	7275	17473	11825	5392	13425	84640
Apple Juice 4oz Paper	7576	4875	25900	13125	7875	750	5850	5174	3975	75100
Grape Juice 4oz Paper					225	975	675			1875
Lactose Free 1% Milk 1/2 Pints		212	100	162		10			249	733
Diet Iced Tea & other Plastic Pints	1000		1500	293	114		318	420		3645
	47826	80387	117705	51261	82803	85457	75768	58136	62974	662317