



SCHOOL DISTRICT OF LANCASTER

Bid # 3719
for
Milk 2025-2026

For the period commencing July 21, 2025 through and including June 30, 2026

Issued on June 11, 2025

Pre-Bid Conference:

There will be no pre-bid conference for this solicitation.

Proposal Submittal Deadline: day

Tuesday, July 14, 2025 at 12:00 PM EST

Proposal Opening Date, Time, and Location:

Tuesday, July 14, 2025 at 2:00 PM EST

Location TBD – Pre-registration required

Section 1. INVITATION

The School District of Lancaster will receive sealed bids for Milk Products for the 2025-2026 School Year, according to the specifications contained in this document.

Bid documents can be obtained from the District's website, <https://sdlancaster.org/grow/bids-proposals>.

Modifications, additions, or changes to the terms and conditions of this Request for propels may be cause for rejection of a proposal. Vendors are requested to submit all attached forms in the format provided.

[END OF SECTION]

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Section 3. CONTACTS AND RESPONSE INFORMATION

3.1 *Proposal Questions and Registration:*

Questions regarding this Bid should be directed to Renee Ortiz, Business & Operations Specialist, and received no later than 2:00 PM EST, June 30, 2025. Responses to questions will be provided on July 2, 2025, via addendum published to the [District's website](#). All questions must be submitted in writing; verbal inquiries will not be honored.

3.2 *Submission of Proposals:*

Bids are due on July 14, 2025, no later than 12:00 PM EST. Bids must be submitted in a sealed envelope, clearly labeled "BID 3719: Milk 2025-2026" on the outside. Each bid package should include the following:

- One printed copy of all required forms and documentation
- One electronic copy of all required forms and documentation (USB drive preferred)

Bids can be delivered by common carrier or hand-delivered to the following address:

School District of Lancaster
Attn: Renee Ortiz
RFP 3719
1020 Lehigh Ave
Lancaster, PA 17602

Proposers, by their submission of a proposal, agree to conduct legally binding transactions by electronic means, within the meaning of the "Electronic Transactions Act," 73 P.S. 2260.101 et seq. ("ETA"). Electronic documents and records and electronic signatures shall be the equivalent of written documents and records and written signatures, pursuant to ETA. Neither the School District of Lancaster nor any of the participants make any representation or warranty concerning the reliability or security of any communication links, networks, or any data or information transmitted electronically, and neither the School District of Lancaster nor any of the participants shall be liable or responsible, in any manner, for any failure, interruption or breach of any communication link, network, or security measure.

If necessary, addenda to this Bid will be posted to the District's website (<https://sdlancaster.org/grow/bids-proposals/>). The District will make every effort to notify registered proposers when an addendum is posted; however, it is recommended that proposers check the District's website for all posted addenda prior to final submission. All proposers must confirm receipt of addenda by returning Attachment C, if addenda has been issued.

3.3 *Response Documentation:*

The following documentation must be received for a completed bid submission. Failure to receive these completed documents on or before the stated deadline may result in the rejection of the electronic bid response. The documents are available for access through the District's website.

- Form of Proposal (Attachment A)
- Non-Collusion Affidavit (notarization required) (Attachment B)
- Addendum Acknowledgement Form (if applicable) (Attachment C)
- Minority Business Enterprise Type (Attachment D)
- Pricing Summary (Attachment E)
- Pricing Sheet (Appendix A)
- **NOTE: No physical samples are required at this time, even if requested in the line-item description. You are encouraged to provide manufacturer spec sheets in lieu of physical samples.**

3.4 Bid Timeline:

Deadline for Written Inquiries: June 30, 2025 at 2:00 PM EST

Response to Questions: July 2, 2025 by 5:00 PM EST

Proposal Submittal Deadline: July 14, 2025 at 12:00 PM EST

Anticipated Board Approval: August 19, 2025

[END OF SECTION]

Section 4. GENERAL TERMS & CONDITIONS

1. Ensure that your proposal complies with all requirements specified in this bid. Attention to all clauses of these requirements is advised.
2. Complete all documents by printing neatly and legibly in pen or typing. Electronic documents must also be completed by typing into the appropriate spaces. Do not alter, delete or change any bid specifications or clauses in the bid documents.
3. Indicate prices for every item you are bidding on.
4. Any variation in your proposal from the conditions and specifications as outlined in this bid must be clearly stated, with the variation from specifications noted.
5. No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for the opening thereof.
6. No rights shall accrue to any person submitting a proposal until such proposal has been accepted, contract awarded, and such contract finally and completely executed in writing.
7. The District is Tax-Exempt and a certificate will be provided to the successful proposer upon request.

[END OF SECTION]

Section 5. BID AND CONTRACT REQUIREMENTS

1. **Samples:** Product specification sheets should be submitted for all items as requested in the item description, or in any case when an alternate product is bid. Failure to submit required spec sheets may disqualify the bid.
2. **Quantities:** The Board of School Directors reserves the right to increase or decrease quantities.
3. **Compliance With Bid Requirements:** Any inability to comply with the conditions and specifications as outlined must be clearly stated in the bid. Any bid which is incomplete or contains additions, alterations, deletions, or terms and conditions not called for or allowed under the provisions of the bid documents or any other irregularities may be rejected as non-conforming.
4. **Vendor Qualifications:** Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of the District, to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:
 - a. **Product Line:** It must be clearly evident to the District that a bidder is capable of prompt delivery of all items on the list to be awarded to the bidder.
 - b. **Bidders Evidence of Responsibility:** A bidder will be required to furnish evidence in writing that such supplier (a) maintains a permanent place of business and (b) has adequate equipment, finances and personnel to furnish satisfactorily and expeditiously any equipment and services requested and (c) is authorized by the manufacturer of any proposed equipment and, as applicable, by the Commonwealth of Pennsylvania and other applicable government bodies, to provide necessary equipment, leases, services, and warranties for the items proposed. In addition, suppliers are required to conform to all requirements of this document and furnish completely and truthfully all requested information.
 - c. **Facilities and Equipment:** Bidders must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be applied, as recommended and as may be amended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accordance with the Association of Food and Drug Officials (AFDOS) Code as recommended by the United States Food and Drug Administration. District shall have the right, but not the obligation, to monitor all processes and controls in accordance with, and as required by, current Hazard Analysis and Critical Control Points (HACCP) regulations.
 - d. **Sanitation Requirements:** District may, but shall not be obligated to, inspect bidder facilities prior to bid award, and the awarded vendor's facilities on a routine basis. Facilities and operating practices must be in compliance with the United States Food, Drug, and Cosmetic Act, as may be amended, and all applicable federal, state and local laws and regulations.
5. **Price Change Reviews:** Prices are to remain firm for the specified period for each product category or item as noted on the bid specifications.
6. **Selection or Rejection of Bids:** Each line item will be awarded to the lowest responsive and responsible bidder. The Board of School Directors reserves the right to reject any or all bids, in whole or in part, to waive any or all informalities whenever it is deemed to be in the best interest of the District, and to select single items from any bid. Failure to comply with bid requirements in previous awards is grounds for bid rejection.
7. **Award Contract:** If any bid is accepted, the contract(s) shall consist of this Request for Bids, including all sections and attachments, the awarded vendor's completed proposal and response documentation, and all other completed attachments, along with any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening. In the case of differing or contradictory contract language, the language providing the greatest benefit to the District shall take precedence. The District reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from any bid. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.
8. **Assignment:** The awarded vendor shall not assign the performance of the contract nor any portion thereof to any other person without written consent from the District, which consent may be withheld in the District's absolute discretion.

9. **Delivery Time and Location:** The prices quoted shall be for deliveries to The School District of Lancaster, 445 North Reservoir St, Lancaster, PA 17602. The number of deliveries required is specified in each line item description. Deliveries will not be accepted unless a written request has been made by the District, specifying the item and quantities for delivery.
10. **Item Substitutions/Shortages:** If the awarded vendor is temporarily out of stock of a particular item, the District may, but shall not be obligated to, approve the delivery of an equal or superior product at an equal or lower price. Substitutions should exist only in "emergency" situations. Substitutions can be made only upon prior approval of the District. In the case of shortages by the awarded vendor, the District may procure the necessary products from other sources and hold the awarded vendor responsible for any excess cost incurred. Repeated instances of default may result in the removal of the awarded vendor from future bidding.
11. **Safety Data Sheets:** Safety Data Sheets (SOS) required by the U.S. Department of Labor, Occupational Safety & Health Administration shall be supplied in the bid packet for all items bid, where applicable, and shall also be provided with each individual shipment of goods, when applicable.
12. **Deposits:** A Security Deposit or Bid Bond is not required for this bid.
13. **Conformity to Product Specifications:** The successful bidder agrees that in the event that the District has accepted and paid for a shipment of a specified item(s), but shall discover upon opening at a later date that the item(s) does not conform to specifications and/or other quality standards of the sample(s) herewith, the bidder shall promptly remove such rejected items, at the District's request and at the bidder's expense, and the bidder agrees to replace promptly any or all of the quantity rejected with products that meet specifications and/or conform to standards of the sample(s) without extra charge to the District.
14. **Default in Performance:** District may upon written notice of default to the Supplier, terminate any contract resulting from this Invitation to Bid if the supplier fails to perform the services or deliver any equipment, supplies or commodities as specified in the proposal, the specifications and/or other proposal documents or fails to conform to the terms and conditions and other requirements of the contract documents. Should the bidder default in the performance, or not satisfy the delivery requirements stated herein, the District may procure such property or services from other sources in any manner permitted by law and shall have the absolute right to deduct from any monies due to the bidder, or that may thereafter come due to the bidder, the difference between the contract price and the actual cost of the property or services to be replaced or substituted. The price paid by the District in such event shall be the prevailing market price at the time the substitute purchase is made, or in the event that it is necessary to seek bids for such property or service, the amount of the successful bid.
15. **Termination:** The District may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing thirty (30) days advance written notice to the awarded vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise returned in accordance with the return policy of the awarded vendor(s). If the awarded vendor(s) was paid for goods not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s). If the District terminates any awarded contract(s) in accordance with this paragraph, the District shall retain all rights and remedies allowed by law.
16. **Termination for Non-Appropriation:** The District's obligation to make payments during any fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated, or are removed, eliminated or otherwise not made available, to support continuation of performance in a fiscal year period, the District shall have the right to terminate this contract. If the contract is terminated as a result of the District's non-appropriation of funds, the contractor shall be paid only for the equipment, supplies and services properly rendered under the contract to the date of termination, and all leased equipment will be made available for pickup by the contractor or its designee. The contractor shall not be reimbursed for loss of profit, loss of use of money, or any administrative, overhead or termination costs.
17. **Liability:** The contractor shall indemnify and hold harmless the District and each of their directors, officers, employees and agents of and from all damages, costs (including reasonable counsel fees), claims, demands, actions, and causes of action which relate to or arise by reason of any act or omission of contractor (or any of contractor's directors, officers, employees, agents, representatives, contractors, or business invitees), whether such act or omission is intentional, reckless, negligent, or inadvertent.

18. **Insurance Requirement:** Bids shall contain an Insurance Certificate providing proof that the Contractor maintains an appropriate level of insurance coverage. The successful Contractor will be required to provide a supplemental certificate naming School District of Lancaster as a certificate holder and an additional insured. See specific details following:
- Workers' Compensation Insurance, disability benefit, and other social insurance as required by the laws of the Commonwealth of Pennsylvania or any other state in which the Contractor operates; and
 - Professional Liability, comprehensive general liability, automotive liability (including non-owned and hired vehicles) and property damage insurance, including suppliers, products and completed operations and contractual liability endorsements, with a combined single limit of at least \$1,000,000 each per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
19. **Equal employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all CAFCO purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.
20. **Right to Inventions Made Under a Contract or Agreement:** If District's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.
21. **Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:** The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (v) use 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; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 28.
22. **Byrd Anti-Lobbying Amendment:** Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).
23. **Simplified Acquisition Threshold:** Contracts for more than the simplified acquisition threshold, currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative,

contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default are included in the Bidding and Contract Documents and General Terms and Conditions. Any Contract award will be subject to such Bidding and Contract Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Bid, you agree to these Contractor violation and breach of contract terms.

24. **Debarment and Suspension:** Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget, more commonly known as "OMB," guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to immediately notify the District with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
25. **Force Majeure:** Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents, freight embargos, interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts.

The Contractor shall orally notify the District within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

- a. describe fully such cause(s) and its effects on performance
- b. state whether performance under the Agreement is prevented or delayed and
- c. if performance is delayed, state a reasonable estimate of the duration of the delay.

After receipt of such notification, the District may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. The occurrence of a force majeure event rendering either party unable to carry out its obligations shall excuse both parties from their obligations during any such force majeure event. The term "force majeure" shall mean events not reasonably within the control of the party claiming suspension and shall specifically include any future change in laws, rules, or regulations as may prohibit or materially frustrate the parties from carrying out the terms of the agreement.

26. **Employment Verification:** The successful Bidder shall recognize that a contract for "public work" may result from their bid, as determined by the IU13, if they perform construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body when the estimated cost of the total project is in excess of \$25,000. In accordance with the Public Works Employment Verification Act, Act 127 of 2012, 43 P.S. § 167.1 et seq. (the "Act"), and in accordance with 4 Pa. Code § 66.1 et seq., all public works contractors and subcontractors shall utilize the Department of Homeland Security's E-Verify Program ("EVP") to verify the employment eligibility of each new employee hired after January 1, 2013. During a public works contract, a new employee hired by a public works contractor or subcontractor, regardless of whether s/he will be working onsite or offsite of a public work or otherwise, shall be verified within five (5) business days of his/her start date. As a precondition to the award of

this public works contract, all contractors and subcontractors shall submit to the IU13 a completed Public Works Employment Verification Form (the "Form") for the Commonwealth of Pennsylvania, as made available by the Department of General Services (the "Department"). The IU13 may require the public works contractor or subcontractor to provide supporting documentation that the representative signing the Form has authority to legally bind the public works contractor or subcontractor. The contract with the successful Bidder and all subcontracts entered into by the successful Bidder, or a subcontractor, and all further subcontracts, shall contain notice of the applicability of the Act, information regarding the use of EVP, and reference the Department's website to obtain a copy of the Form. The successful Bidder and all subcontractors shall maintain appropriate documentation of their compliance with the Act and shall make such information available to the Department and/or the IU13 for audit and inspection upon request. The successful Bidder recognizes that a violation of the Act occurs if they fail to verify the employment eligibility of a new employee through EVP, or if they make a false statement or misrepresentation in connection with completion of the Form. The successful Bidder shall be responsible for any fines and penalties and shall indemnify and hold harmless the IU13 and its directors, officers and employees, arising from any violation of the Act by the successful Bidder or any other contractor or subcontractor.

27. **Davis Bacon Act:** When required by Federal program legislation, vendor agrees that, for all IU13 prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at <https://beta.sam.gov/>.

Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of the wage determination. Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

28. **Clean Air Act:** Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
29. **Buy American:** The Warren F. Goodling Child Nutrition Reauthorization Act of 1998, as may be amended, requires sponsors of the National School Lunch Program to buy domestic commodities or products for use in meals to the maximum extent possible. Specification of product origin, based on the Nutrition Labeling and Education Act of 1990, as may be amended, mandates that the country of origin for both domestic and imported food products be identified on the product label. Products bid MUST comply with the foregoing regulations and all applicable federal, state, and local laws and regulations. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of five (5) day(s) in advance of delivery. The request must include the following information:
- The alternative substitute(s) that are domestic and meet the required specifications. Include both the price of the domestic food alternative substitute(s), and the availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 - Reason for exception: limited/lack of availability or price. Include the price of the domestic food product, and the price of the non-domestic product that meets the required specification of the domestic product.

30. **Geographic Preference Option:** The 2008 Farm Bill amended the Richard B. Russell National School Lunch Act to direct that the Secretary of Agriculture encourage institutions operating child nutrition programs to purchase unprocessed locally grown and locally raised agricultural products. Effective Oct. 1, 2008, institutions receiving funds through the child nutrition programs may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products.

This provision applies to institutions in all of the child nutrition programs, including the National School Lunch Program, School Breakfast Program, Fresh Fruit and Vegetable Program, Special Milk Program for Children, Child and Adult Care Food Program and Summer Food Service Program, as well as to purchases made for these programs by the Department of Defense Fresh Program. The provision also applies to state agencies making purchases on behalf of any of the aforementioned child nutrition programs. The purpose of this rule is to finalize the geographic preference option in child nutrition programs.

31. **Standard Contract Conditions**

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

[END OF SECTION]

Section 6. PRODUCT SPECIFICATIONS

Item	Description	UOM	Anticipated Annual Quantity - JP McCaskey	Anticipated Annual Quantity - McCaskey East
1	DAIRY PURE SWISS PREM 1% WHITE ECO (CARTON) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) and delivered Monday, Wednesday, Friday before 6:30 AM to McCaskey East High School (1051 Lehigh Ave, Lancaster, PA 17602)	8oz/Carton	290,000	250
2	DAIRY PURE SWISS PREM 1% PL WHITE (PLASTIC) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) and delivered Monday, Wednesday, Friday before 6:30 AM to McCaskey East High School (1051 Lehigh Ave, Lancaster, PA 17602)	8oz/Bottle	20,000	21,600
3	DAIRY PURE SWISS PREM WHITE SKIM ECO (CARTON) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602)	8oz/Carton	46,000	
4	TRUMOO SKIM CHOC ECO (CARTON) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602). Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.	8oz/Carton	840,000	
5	TRUMOO SKIM STRAWBERRY ECO (CARTON) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) and delivered Monday, Wednesday, Friday before 6:30 AM to McCaskey East High School (1051 Lehigh Ave, Lancaster, PA 17602). Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.	8oz/Carton	13,400	25,900
6	TRUMOO SKIM CHOC PL (PLASTIC) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) and delivered Monday, Wednesday, Friday before 6:30 AM to McCaskey East High School (1051 Lehigh Ave, Lancaster, PA 17602). Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.	8oz/Bottle	65,800	85,750
7	DAIRY STAR LACTOSE FREE SKIM ESL PL (PLASTIC) 24/TRAY. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) and/or delivered Monday, Wednesday, Friday before 6:30 AM to McCaskey East High School (1051 Lehigh Ave, Lancaster, PA 17602)	8oz/Bottle	1,200	

Item	Description	UOM	Anticipated Annual Quantity - JP McCaskey	Anticipated Annual Quantity - McCaskey East
8	FAT FREE CHOCOLATE MILK (CARTON) 27/CS, SHELF STABLE, ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered once in October to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) - shelf life at least 6 months. Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.	8oz/Carton	1,809	
9	1% LOW FAT MILK (CARTON) 27/CS, SHELF STABLE, ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered once in October to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) - shelf life at least 9 months	8oz/Carton	621	
10	<i>Alternate to Line 7. Only one item will be selected between line 7 and 10.</i> LACTOSE FREE 1% LOW FAT MILK (CARTON) 27/CS, SHELF STABLE, ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered once in October to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) - shelf life at least 6 months	8oz/Carton	756	
11	LACTOSE FREE 1% CHOCOLATE MILK (CARTON) 27/CS, SHELF STABLE, ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered once in October to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) - shelf life at least 6 month. Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.	8oz/Carton	756	

[END OF SECTION]

ATTACHMENT A. FORM OF PROPOSAL

To: School District of Lancaster
Attn: Renee Ortiz
1020 Lehigh Ave
Lancaster, PA 17602

We, the undersigned, herewith propose and agree to furnish to the participants any item or items at the quoted price.

This proposal is subject to all the terms of the Request for Proposals, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to proposal opening, and we hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us.

We understand that the School District of Lancaster reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any bids.

The undersigned certifies to having read the Request for Proposal, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening and offers to furnish supplies and/or materials as specified to the District in exact accordance with these specifications and conditions at the prices stated on the attached forms and/or electronic proposal submission.

Date: _____

Name of Company: _____

Name & Title of authorized Bidder (printed):

Address: _____

Telephone: _____

Fax: _____

Email: _____

Authorized Signature: _____

ATTACHMENT B. NON-COLLUSION AFFIDAVIT

Bid/RFP Number: _____

State of: _____

County of: _____

I state that I am _____ (title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid 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 noncompetitive bid.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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

Signature: _____

Name and Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS ____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

ATTACHMENT C. ADDENDUM ACKNOWLEDGEMENT FORM

Indicate below your confirmation of all addendums received for the above aforementioned bid. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

We hereby confirm receipt of all addendums indicated below in response to BID 3719: Milk 2025-2026

ADDENDUM #1

Date_____

Signature_____

ADDENDUM #2

Date_____

Signature_____

ADDENDUM #3

Date_____

Signature_____

ATTACHMENT D. MINORITY BUSINESS ENTERPRISE TYPE

Indicate below if your organization is considered a minority business enterprise (MBE), as classified in Federal 2 C.F. R. 200.321. Additionally, indicate the MBE status of any suppliers or subcontractors which may be utilized in this proposal. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

Vendor Name: _____

☐ Minority-Owned

☐ Women-Owned

☐ Small Business

☐ Section 8A

☐ Disabled Veteran

☐ HUB

☐ Not Applicable

Supplier or Subcontractor _____

☐ Minority-Owned

☐ Women-Owned

☐ Small Business

☐ Section 8A

☐ Disabled Veteran

☐ HUB

☐ Not Applicable

Supplier or Subcontractor _____

☐ Minority-Owned

☐ Women-Owned

☐ Small Business

☐ Section 8A

☐ Disabled Veteran

☐ HUB

☐ Not Applicable

Date _____

Signature _____

ATTACHMENT E. PRICING SUMMARY

Bidder Name: _____

The District will award this contract to the lowest responsive and responsible bidder of each item. The pricing to be submitted is listed below. Please reference Section 6, Product Specification. Pricing must be submitted in the provided format. No other price format will be considered or your bid will be non-responsive.

The Bidder must submit its pricing using the format set forth in the Pricing Sheet attached hereto as **Appendix A**.

Signature: _____

Name: _____

Title: _____

Date: _____

BID #3719: Milk, 2025-2026

VENDOR NAME:

Item	Description	UOM	Anticipated Annual Quantity - JP McCaskey	Anticipated Annual Quantity - McCaskey East	Cost/Case	Extended Cost	Vendor Item Number	Notes
1	DAIRY PURE SWISS PREM 1% WHITE ECO (CARTON) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) and delivered Monday, Wednesday, Friday before 6:30 AM to McCaskey East High School (1051 Lehigh Ave, Lancaster, PA 17602)	8oz/Carton	290,000	250		-		
2	DAIRY PURE SWISS PREM 1% PL WHITE (PLASTIC) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) and delivered Monday, Wednesday, Friday before 6:30 AM to McCaskey East High School (1051 Lehigh Ave, Lancaster, PA 17602)	8oz/Bottle	20,000	21,600		-		
3	DAIRY PURE SWISS PREM WHITE SKIM ECO (CARTON) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602)	8oz/Carton	46,000			-		
4	TRUMOO SKIM CHOC ECO (CARTON) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602). Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.	8oz/Carton	840,000			-		
5	TRUMOO SKIM STRAWBERRY ECO (CARTON) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) and delivered Monday, Wednesday, Friday before 6:30 AM to McCaskey East High School (1051 Lehigh Ave, Lancaster, PA 17602). Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.	8oz/Carton	13,400	25,900		-		
6	TRUMOO SKIM CHOC PL (PLASTIC) 50/CS. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) and delivered Monday, Wednesday, Friday before 6:30 AM to McCaskey East High School (1051 Lehigh Ave, Lancaster, PA 17602).Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.	8oz/Bottle	65,800	85,750		-		
7	DAIRY STAR LACTOSE FREE SKIM ESL PL (PLASTIC) 24/TRAY. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered daily (Monday-Friday) before 5 AM to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) and/or delivered Monday, Wednesday, Friday before 6:30 AM to McCaskey East High School (1051 Lehigh Ave, Lancaster, PA 17602)	8oz/Bottle	1,200			-		
8	FAT FREE CHOCOLATE MILK (CARTON) 27/CS, SHELF STABLE, ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered once in October to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) - shelf life at least 6 months. Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.	8oz/Carton	1,809			-		
9	1% LOW FAT MILK (CARTON) 27/CS, SHELF STABLE, ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered once in October to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) - shelf life at least 9 months	8oz/Carton	621			-		
10	Alternate to Line 7. Only one item will be selected between line 7 and 10. LACTOSE FREE 1% LOW FAT MILK (CARTON) 27/CS, SHELF STABLE, ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered once in October to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) - shelf life at least 6 months	8oz/Carton	756			-		
11	LACTOSE FREE 1% CHOCOLATE MILK (CARTON) 27/CS, SHELF STABLE, ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. Delivered once in October to JP McCaskey High School (445 North Reservoir St, Lancaster, PA 17602) - shelf life at least 6 month. Flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces.	8oz/Carton	756			-		