

Southmoreland School District
FOOD SERVICES
REQUEST FOR 2023-2024 Milk-Dairy Quotation

Response DUE – DATE: May 31, 2023 Time: 3:00 p.m. EST

OBJECTIVES

The Southmoreland School District Food Service Department, hereinafter known as the “District” is requesting a one-year dairy and beverage contract with the stipulations noted as follows.

CONTRACT TERM

The award period will begin on **July 1, 2023** and end on **June 30, 2024** with the option for a one-year renewal at the end of the 23-24 school year.

Responses will be accepted up to the bid due date and time. A response that arrives after the required time will not be considered. It is the responsibility of the Distributor, hereinafter known as the “Bidder” to ensure that the response arrives at the required location by the required time. The District shall not waive or extend this requirement for any reason.

Submit one copy of this entire document with each page initialed to signify agreement to all terms by officer or employee authorized to respond on behalf of Dairy. Mark envelope "Southmoreland Food Service Department – MILK AND DAIRY QUOTATION".

DELIVERY LOCATIONS AND PIGGYBACKING

The District reserves the right to add schools or other institutions that could fall under its operations or it may acquire during the course of an award under this RFP with no change in terms.

ANTICIPATED AWARD CONTRACT: \$95,000. Please refer to attached terms and pricing request for milk, dairy and beverage quantities being requested for 23-24 SY.

REQUIREMENTS & CONDITIONS

OTHER FORMS THAT MUST BE INCLUDED:

- APPENDIX A: Dairy Information
- ATTACHMENT B: Suspension and Debarment Certification
- ATTACHMENT C: Affidavit of Non-Collusion

TERMINATION FOR CONVENIENCE

The 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 awarded Bidder.

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TERMINATION FOR CAUSE

When federal funds are expended by the District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- A. The District reserves the right to terminate the contract, without penalty, with awarded Bidder within sixty (60) days and negotiate with other Bidders of the same or future RFP if the awarded Bidder's product is deemed unacceptable by the student body.
- B. If in the best interest of the District, the District reserves the right to accept or reject any and all bids or portions thereof and issue a new RFP, or take other any action as District deems appropriate to secure suitable pricing and/or services, without penalty.
- C. Should the awarded Bidder fail to maintain its obligations under this RFP at any time during the course of the award period, the District reserves the right to refer to line B above and terminate the contract with the Bidder.

The Bidder has the right to withdraw its bid if the District changes the type of award as described in this RFP. The Bidder will give the District a 60-day notice prior to any stop in service in order to rectify issues or negotiate additional terms with the Bidder for continuance of service to the District.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the forgoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

FOOD LAWS

Bidders shall be expected to operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to, a HACCP plan. The District may inspect Selected Bidder's facilities and vehicles. Selected Bidders must have documented its company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs) and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate. Bidders shall comply with Pennsylvania Consolidated Food Licensing Laws.

Upon request from District, Bidder shall provide:

- Letter of guarantee of compliance with food safety laws and truck temperature logs.
- Latest facility inspection forms and comments from applicable federal, state and local agencies.
- Procedures for food safety and sanitation, including procedures used for product holds or recalls.

FOOD RECALL

Bidder shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Bidder shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to

the District and assurance that unsafe products are identified and removed from District sites in an expedient, effective, and efficient manner. Selected Bidder will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Bidder will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains 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.

USE OF SMALL, MINORITY, AND WOMEN'S BUSINESSES (7 CFR 3019.1 (1); 225.17(D) AND 2 CFR PART 200.321.

The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If a formal RFP is issued, the school may choose to award additional points to these businesses.

Affirmative steps must include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; 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; and Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

BUY AMERICAN

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the district contact, a minimum of 5 day (s) in advance of delivery. The request must include the: a) Alternative substitute (s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute (s); and ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered. b) Reason for exception: limited/lack of availability or price (include price): iii) Price of the domestic food product; and iv) Price of the non-domestic product that meets the required specification of the domestic product.

NON-DISCRIMINATION STATEMENT

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) E-mail: program.intake@usda.gov.

Appendix A
DAIRY INFORMATION
Southmoreland School District
FOOD & NUTRITION SERVICES
REQUEST FOR DAIRY MILK-DAIRY QUOTATION

The undersigned hereby offers to continue to provide MILK and DAIRY food products as specified in the original RFP for the period of **July 1, 2023 to June 30, 2024** with district option for one-year contract renewal. Price quotations must be included and listed separately on attachment and returned with this proposal. This contract is not considered approved until an acceptance in writing is delivered by a Southmoreland School District authorized representative.

To be completed by Dairy Distributor

DISTRIBUTOR NAME _____

DISTRIBUTOR ADDRESS _____

SIGNATURE: _____

*Authorized representative only
By signing you are in agreement to all terms proposed herein.*

PRINTED NAME _____

TITLE _____

DATE _____

Direct all inquiries and return sealed quotes to:

Zachary Malavite
Food Service Director
Southmoreland Elementary School
2351 Route 981 Alverton, PA 15612
724-887-2015/Fax 724-887-2043
malavitez@southmoreland.net

_____Initial

Appendix B

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (2 CFR 180). Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

By submitting this offer and signing this certificate, the proposer certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period, preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period, preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a proposer to provide the certification required will not necessarily result in denial of participation in this covered transaction. The proposer shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District's determination whether to enter into this transaction. However, failure of the proposer to furnish a certification or an explanation shall proposal reason for disqualification from participation in this transaction.

The proposer shall provide immediate written notice to the District if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Proposer's Name _____

Proposer's Address _____

Proposer's Telephone _____

Authorized Company Official's Name (Printed) _____

Signature of Company Official _____

Date _____

_____ Initial

Appendix C

AFFIDAVIT OF NON-COLLUSION

Bids will not be considered unless this affidavit is fully executed including the affidavit of the notary and the notarial seal.

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

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 Offer.

I state that:

1. The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
2. That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation 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 an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
4. The Offer 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 Offer.
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 four years been convicted of 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 described in the attached appendix.
6. I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the District in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the District of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____,
20__.

Notary Public _____

My Commission Expires: _____

_____ Initial

**SOUTHMORELAND SCHOOL DISTRICT
2023-2024 MILK-BEVERAGE-DAIRY FOODS
QUOTATION TERMS**

1. The length of this quote will be July 1, 2023 to June 30, 2024.

The contract may, by mutual written assent of the parties, be extended for one (1) additional 12-month period(s) or portions thereof, up to a cumulative total of two (2) years.

Should the Southmoreland School District desire to exercise this option, notification to the successful bidder shall be given prior to the expiration of the contract. The successful bidder must respond within 15 days from said notification including proposed price adjustments, if any.

In the event of pricing changes due to changes in prevailing costs of labor and materials in the area, the successful bidder may submit a request for price adjustments in line with these changes for the duration of the contract extension.

The Southmoreland School District reserves the right to accept or reject said proposed adjustments. Should the Southmoreland School District reject said proposed adjustments, or if the successful bidder does not respond within the prescribed 15 days, the contract will automatically expire at the end of the contract period and all items will be rebid.

2. If Southmoreland School District cannot receive requested service from the awarded bidder, they then may select the lowest bidder able to provide requested service to the district by withdrawing from purchasing agreement with 10 days notice. The District will not solicit new bids if the next lowest priced bidder capable of providing service honors their quotation prices. Requested service is defined as days needed, pricing and terms/delivery requirements included in the quotation request.
3. Quote will be awarded based on the combination of all unit prices multiplied by estimated usage quantities PLUS the ability to meet the remainder of requirements for delivery, service needs, reliability, sanitation, etc. Milk pricing based on PMMB pricing will not be incorporated into tabulations. Bid results will be available after July 1, 2023, by request.
4. The winning bidder will be notified prior to July 1, 2023.
5. The Southmoreland School District reserves the right to: 1) reject any or all quotations received in whole or in part, 2) to waive any irregularity, informality or technicality in any quotation received, 3) make all decisions regarding the proposal including, without limitation, the right to decide whether a quotation does or does not substantially comply with the requirements of this request, 4) negotiate modifications in any terms of suppliers proposals, any parts thereof or any product variations supplied.
6. Quote form reflects expected monthly usage. Actual quantities may vary and quantities cannot be guaranteed due to uncertainties regarding enrollment & participation.
7. No portion of the business resulting from the winning quotation may be sublet, subcontracted or otherwise reassigned to another dairy without the prior written consent of Southmoreland School District.
8. All Bidders will be responsible for providing nutritional information for any and all requested items at the time of quotation submission.
9. Nutritional analysis of each requested product being quoted should be presented with bid submission.
10. The District will be notified in advance of the use of additional food additives or changes in formulation beyond what is normal industry standard in the products requested for quotation.
11. The Southmoreland School District reserves the right to request samples of the products being quoted. The samples will be provided to the Food Service Director at no extra cost. Failure to provide samples within the requested time frame shall be cause to declare a bidder non-responsive. Please see the specifications sheet as to what samples may be requested.

12. Quotations and samples will be received until 3:00 PM on Wednesday, May 31, 2023.
13. Quotations should be provided in a sealed envelope marked Southmoreland Food Service Department: 2023-2024 Milk & Dairy Quotation. A label identifying the Bidder company name should be placed on the front of the envelope. Quotations may be mailed or hand-delivered
14. All inquiries, communications and correspondence regarding this quotation must be directed to Zachary Malavite, Food Service Director, as noted on the Specifications Sheet.
15. All such inquiries will be submitted in writing or email on or before 5:00 p.m., Friday, May 26, 2023.
16. Responders must bid and be able to provide all items requested except Soy Milk.
17. Pricing for milk & juice is requested in paper cartons UNLESS specified.
18. Items to be included with quotation response
 1. Cover Sheet
 2. Dairy Pricing Sheet
 3. Requested Flavor Listings Sheet
 4. Nutritional Information for all products
 5. Samples, to be sent separately when requested.

SOUTHMORELAND SCHOOL DISTRICT

2023-24 MILK-BEVERAGE-DAIRY FOODS

Delivery Requirements:

1. Three days per week delivery, minimum. Alternate delivery schedules may be agreed upon to meet unforeseen circumstances such as weather or school closings.
2. Delivery to be to each of four (4) school buildings. See attached list of schools.
3. Milk to arrive at a mutually agreed upon time, ideally while cafeteria staff is on duty & to not interfere with bus & parent drop offs. Preferred delivery in the A.M. hours at all locations.
4. Order placement up to 2:00 p.m. Online order placement must be available.
5. Deliveries shall be made only in properly insulated, mechanical and thermostatic temperature controlled equipment.
6. School district representatives reserve the right to inspect driver temperature logs or spot check products delivered for proper temperature and reject product that is not within acceptable temperature ranges.
7. Milk cartons and crates must arrive in clean condition.
School district representatives reserve the right to reject any product delivered in unclean or unsanitary containers or vehicles.
8. Deliveries made to the receiving area of each building.
9. Milk to be delivered below 40°. Milk is not to be frozen.
10. Milk to be delivered with minimum 7 days on milk sell by/expiration dates.
11. Milk must be free of added Bovine Growth Hormone (BST/BGH) and artificial trans fat. Naturally occurring trans fat must clearly be stated on the product label.
12. Flavored milk not to exceed 150 kcal and no more than 30g of Sugar per 8 oz.
13. All flavored milk is to be non-fat or 1%.
14. Product provided must be that of the winning Dairy for which nutritional information has been supplied.
15. When a substitute item of equal or greater quality is delivered to the schools, the invoice shall reflect the prices quoted for that particular product substituted.
16. The Buy American Provision must be adhered to so that the district is compliant with this requirement. The supplier agrees to comply with all other applicable local, state and federal laws and regulations.
17. Monthly statements must be sent by the 10th working day of each month to the Southmoreland School District Food Service Office, 2351 Route 981, Alverton, PA 15612. Items on invoices must be billed according to the description of the items delivered.
18. Each package delivered shall be dated or if date coding is used, a clear explanation must be provided to the school district.

COVER SHEET

Return sealed quotes to:

Zachary Malavite

Food Service Director

Southmoreland High School - Administrative Suite

2351 Route 981

Alverton, PA 15612

724-887-2015/Fax 724-887-2043

malavitez@southmoreland.net

DAIRY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

PRINTED/TYPED NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON IN AGREEMENT TO ALL TERMS

_____Initial

Southmoreland School District

List of Schools

Southmoreland Senior High School Grades 9, 10, 11, 12

2351 Route 981, Alverton, PA 15612

Phone: 724-887-2010

Fax Number: 724-887-2980

Southmoreland Middle School Grades 6, 7, 8

200 Scottie Way, Scottdale, PA 15683

Phone: 724-887-2029

Fax Number: 724-887-2032

Southmoreland Elementary School Grades 2, 3, 4, 5

100 Scottie Way, Scottdale, PA 15683

Phone: 724-887-2020

Fax Number: 724-887-2025

Southmoreland Primary Center Grades K, 1

1431 Water Street, Alverton, PA 15612

Phone: 724-887-2026

Fax Number: 724-887-2044

Invoice Payment:

Southmoreland Food Service Office

Southmoreland High School - Administrative Suite

2351 Route 981

Alverton, PA 15612

Phone: (724) 887-2015

Fax: (724) 887-2043

Dairy Pricing Sheet

Milk/Beverages	Size	Est. Monthly Units	Cost/Unit	Total Cost
Milk, 1%	HPT	10620		
Milk, Strawberry Fat Free	HPT	0		
Milk, Vanilla Fat Free	HPT	0		
Milk, Chocolate Fat free	HPT	0		
Milk, Strawberry 1%	HPT	1000		
Milk, Vanilla 1%	HPT	1000		
Milk, Chocolate 1%	HPT	14000		
Milk, Chocolate FF PLASTIC BOTTLE	8 oz.	0		
Milk, Skim	HPT	2075		
Non-Dairy Milk, Lactaid or Equal	HPT	20 cs		
Non-Dairy Milk, Soy – approved brands only*, Flavored	HPT	20 cs		
Non-Dairy Milk, Soy – approved brands only*, Unflavored	HPT	20 cs		
100% Juice, Orange	4 oz.	4000		
100% Juice, Fruit Punch	4 oz.	1700		
100% Juice, Grape	4 oz.	750		
100% Juice, Apple	4 oz.	12000		
100% Juice, Orange Pineapple	4 oz.	0		
Iced Tea/Flavored Drinks, Low Calorie, not to exceed 60 Kcal per 12 oz. PLASTIC BOTTLE (Please provide separate attachment of flavors available)	12 oz.	100		
Iced Tea, Flavored Drinks Diet (please provide separate attachment of flavors available)	16 oz.	100		
1% Chocolate	Gallon	Seasonal 162		
2% Milk	Gallon	1		
Sour Cream	5#	6		

Plain Yogurt	5#	0		
Flavored Yogurt	5#	2		
Greek Yogurt, Plain, Low Fat	5#	2		
Cream Cheese, Light	5#	1		
Cottage Cheese, 2%	5#	2		
Eggs, Grade A, Large	Dozen	1		