

**INVITATION FOR QUOTATION ON DAIRY PRODUCTS
SCHOOL YEARS 2025-2028**



INVITATION FOR QUOTATIONS

**DAIRY PRODUCTS
For
Allentown School District**

Responses Due by 2:00 pm, Friday, June 27, 2025

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SCHOOL YEARS 2025-2028**

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1. INTENT & BACKGROUND

The Allentown School District (“ASD”) is soliciting invitation for quotations for dairy products for a three-year period from July 1, 2025 to June 30, 2028. This service will support the nutrition needs to twenty-four (24) educational facilities.

Our Mission: The mission of the Allentown School District is to meet the unique educational needs of each student by igniting their passion for learning and fostering an academic culture.

Our Vision: The Allentown School District envisions a learning community that increases student achievement by cultivating positive relationships, offering rigorous and meaningful curricula, and by empowering the Allentown community.

2. DEMOGRAPHICS

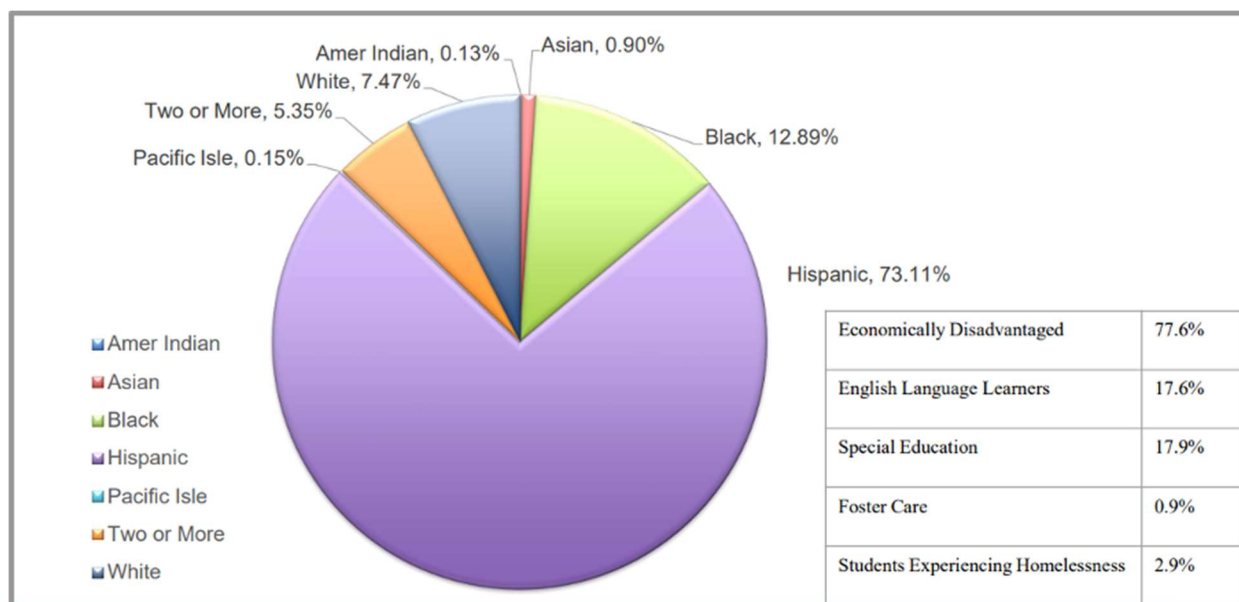
Allentown School District (ASD) serves approximately 17,000 pre-Kindergarten through Grade 12 students in 21 schools and three program sites. Allentown School District Virtual Campus services approximately 1000 students.

ASD has three high schools with approximately 3000, 1900, and 400 student enrollments. The four middle schools have approximate student populations of 960, 900, 830, and 670. Of our 14 elementary schools, with about 8,000 students in total, one is an early childhood center with pre-K and kindergarten only and approximately 270 students. The remaining elementary schools have 270 to 800 students enrolled, with an average population of 600. We have programs at three sites: an alternative school with a variable population of students from grades 6-12 and two language support programs at separate locations.

The Allentown School District student population is:

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3. INSTRUCTIONS FOR PROVIDERS

A. Submission and Deadline

- a. **All proposals must be submitted electronically to Mr. Ali Nastah, Director of Procurement, nastaha@allentownsd.org by 2:00 PM on June 27, 2025.**
- b. All emailed proposals shall state in the subject line **“Proposal for Dairy Product”**. **Faxed proposals will not be accepted.**
- c. Questions regarding this Invitation for Quotation may be directed to Ali Nastah, Director of Procurement, by email at nastaha@allentownsd.org by 2:00 PM on June 19, 2025. All questions and responses will be posted, via an addendum, at Bids and RFPs - Allentown School District, by June 20, 2025.
- d. To allow sufficient time for the awarding process, proposals may not be withdrawn for a period of ninety (90) days from date of proposal opening.
- e. Board action to accept the successful provider is expected to occur on or after July 1, 2025.
- f. The Allentown School District is not subject to Federal or State taxes, quotations shall not include taxes.
- g. All quotes should be complete and all extensions accurately totaled. Electronic copies of the product list and specifications are available upon request.
- h. Contacting other administrators, School Board Members, or staff members as part of this process is not acceptable and is grounds for potential elimination from consideration.

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4. GENERAL REQUIREMENTS AND CONDITIONS

A. Insurance

- a. Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- b. Professional Liability Insurance including errors and omissions with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Any changes to the provider's policy or carrier from year to year will include "Full Prior Acts" coverage.
- c. Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to ASD. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by ASD's Business Administrator/Chief Financial Officer.
- d. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the provider by virtue of its promise to hold ASD harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraphs 4.A.a and 4.A.b herein, the provider shall be liable to, or for the benefit of, ASD for the excess.
- e. Insurance requirements and coverage may be reviewed from time to time during the term of this contract and all extensions and renewals hereof. The provider agrees to comply with any and all reasonable insurance requirements or modifications made by ASD's Chief Financial Officer.
- f. Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The provider agrees that such default may be cured by procurement of insurance on behalf of provider, at the provider's expense, at ASD's option.

B. Hold Harmless - In addition to its obligation to provide insurance as specified above, the selected provider, their consultants, agents and assigns shall indemnify and hold harmless ASD Board of School Directors including but not limited to, its elected officials, its officers, and agents from any and all claims made against ASD including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by the provider during the provider's performance of its Agreement. ASD agrees to give the provider prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

C. Conflict of Interest - Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing ASD.

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- D. **Principals/Collusions** - By Submission of a proposal, the provider does declare that the only person or persons interested in this proposal as principal or principals is/are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.
- E. **Affirmative Action/EEO Statement** - As a condition of doing business with ASD, the provider must comply with all Federal laws, state statutes and executive orders pertaining to nondiscrimination. All respondents, as part of their submission, must complete and submit the attached (EXHIBIT C) Affirmative Action Statement/Equal Employment Opportunity Statement.
- F. **Alternatives and Exceptions** - Only slight additions or changes would be expected to be negotiated with the successful provider in order to resolve any variances between the proposal and the final contract. The provider may submit alternate proposals or take exceptions to this Invitation for Quotation which deviate from the Invitation for Quotation; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and ASD is not bound to accept them if it determines that they are not in the best interest of ASD.
- G. **Additional Information and Revisions to Proposal** - Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals. All proposals for services and related materials become the property of Allentown School District. ASD is not obligated to accept any proposal or negotiate with any respondent. All proposals are subject to final approval by ASD Board of School Directors who reserve the right to reject any or all proposals and/or parts of proposals in their sole discretion. All costs directly or indirectly related to responding to this Invitation for Quotation including all costs incurred in supplementary documentation, information, presentation, or attending interviews with ASD will be borne by the proposer.
- H. **Termination** - This contract may be canceled or terminated by ASD Board of School Directors.

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5. CONTRACT LANGUAGE

A. CONTRACT PERIOD: July 1, 2025 – June 30, 2028

B. GENERAL INFORMATION AND INSTRUCTIONS

The provider herein designated proposes to furnish dairy accordance with the following specifications, EXHIBIT B.

- a. Quoted price shall include delivery to schools as designated.
- b. It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate ASD to receive any quantity in excess of actual requirements. While the quantities shown are classified as estimated for bidding purposes, they do result from actual historic tabulation. The ASD reserves the right to adjust all quantities as needed and does not obligate itself to utilize all estimated quantities. Providers are required to quote and deliver all items listed, as well as items which may be added later. Any questions concerning a provider's capability to quote or deliver an item must be raised with ASD prior to bid opening.
- c. Samples may be requested for any or all items quoted on the attached sheets and shall be made available within five (5) days of request. Samples shall be clearly labeled as to the contents and with the name of the purveyor. Samples submitted shall be the same product to be delivered under contract. ASD will make final decision on the product purchased with equal consideration given to quality and service as well as price.
- d. A single award will be made from acceptable low quotes to cover the entire requirements during the contract period. ASD reserves the right to reject any or all quotations, in whole or in part, and to waive technicalities whenever it is deemed to be in the best interest of the school district.
- e. ASD agrees to use the designated supplier as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions might be in time of emergency.
- f. The designated provider reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when ASD may have to seek other interim product sources. Failure to deliver 100% of the items on this list, within 48 hours, shall be considered a default.

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- g. In case of default by the successful provider, ASD after due notice (oral or written) may procure the necessary supplies from other sources and hold the provider responsible for any excess cost occasioned thereby. Continuous instances of default may result in cancellation of the contract and removal of the provider from future bidding.
- h. The school requiring delivery, showing names and addresses in ASD are shown in EXHIBIT A.
- i. Deliveries shall be made on a daily basis. Deliveries shall be made between the hours of 6:30 a.m. and 12:00 p.m. All deliveries are to be accompanied by a delivery slip showing quantities of each item being delivered.

Drivers shall request the authorized school receiver to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery slip shall be signed. Variations from the norm (i.e., shortages, damages, etc.) shall be noted on each ticket by the district's receiver and initialed by both the driver and the school receiver.

ASD will not permit back-orders and will not tolerate shortages. If a shortage occurs, the provider must contact and inform ASD prior to scheduled delivery. If a substitution is necessary, it must be authorized by ASD. All substitutes must be of equal or better quality than the item under contract and the invoice cost will not be higher than the contract price.

- j. Monthly statements which list every delivery, plus an item-by-item summary sheet, by school, priced and totaled must be available upon request for each participant in ASD by the 5th day of each calendar month.
- k. Provider shall state, in the appropriate place on the Quotation Sheet (EXHIBIT B) what term discount, if any is offered for prompt payment of bills; and if such cash discount is offered it shall also be stated within what period of time the discount will be allowed. A discount may be applied for prompt payment within 7 days, 14 days or 21 days from the receipt of the product. However, discounts will not be considered in awarding of the quote.
- l. Quotation sheets are furnished in duplicate. The original shall be submitted as the official quotation and the duplicate may be retained by the provider for reference purposes. Quotations must be presented on the forms furnished by ASD.
- m. Modifications, additions, or changes to the terms and conditions of this Invitation to Quotation may be a cause for rejection of a quotation. Providers are requested

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to submit all quotations on ASD official forms. Quotations submitted on company forms may be rejected.

- n. It is understood that all conditions contained in this quotation are subject to any present or future regulations of the United States government, and the Commonwealth of Pennsylvania, which might prevent this quotation from being carried out in accordance with all of the terms specified.
 - a. This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the state of Pennsylvania.
 - b. Providers providing services under this Invitation to Quotation herewith assure ASD that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
 - c. The designated provider shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with provider's performance of work under this Agreement, vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, gender, national origin, or handicap.
- o. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- p. Deliveries against this contract must be free of excise or transportation taxes, except when such a tax is part of a price and ASD are not exempt from such levies.
- q. Brand or packer names and case pack must be indicated for each item on the attached price quotation sheets. All information requested must be completed for the quotation to be considered. No substitutes for the original item as specified will be accepted after the award of the contract. Quotations will be received and considered on other competitive products as long as the basic product is the same. The final decision on the product purchased will be made by ASD.
- r. Contracts may be terminated at any time, on 30 days' notice, upon the mutual agreement of both parties or upon the discretion of ASD, in a shorter period of time, if the terms of the contract are violated in anyway.
- s. ASD reserves the right to reject any and all quotations, to be the sole judge of

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quality and service, to select specific items from any quotation, and to waive any informality in selecting a dealer.

- t. The provider agrees that if the contract is awarded, they will not assign, transfer, or sublet it.
- u. The provider agrees that if the contract is awarded, they will not assign or transfer in whole or in part, any right or privilege, which may accrue under the terms of the contract or any money, which might become due to the provider hereunder.
- v. Each provider must supply nutritional information and ingredient statement for each product quoted.
- w. ASD may inspect provider's facilities. Facilities and operating practices must be continuously in compliance with standard HACCP Food Safety processes. A copy of the vendor's HACCP Food Safety Plan must accompany the Quote Submission Form (page 1) prior to the Quote Opening.
- x. Prohibition against conflicts of interest, gratuities and kickbacks include:

"Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage or contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws."

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6. MILK PRODUCTS

- a. All milk shall be pasteurized, homogenized, Vitamin D fortified, and shall be produced, pasteurized and graded under the supervision of applicable local and state health departments; shall meet milk solids, solids other than fat, and milk fat requirements; shall contain no water, preservatives, or other foreign matter; shall be placed in containers that are sound and sanitary and afford adequate, proper protection of contents from contamination. Milk product specifications are subject to change as a request of the USDA.
 - i. Milk - fortified low fat, 1.0%
 - ii. Milk – fortified fat free
 - iii. Milk - chocolate, fat free
 - iv. Milk - strawberry, fat free
 - v. Milk- fortified Lactaid, fat free milk, 100% lactose free
- b. A certified laboratory report, by an independent laboratory, on all milk must accompany quotations. The report must be by an independent laboratory. The report must state butter fat, bacteria plate count and coli form count per ml.
- c. Milk Prices
 - i. Milk prices are to be the minimum 1/2-pint school milk prices as determined by the Pennsylvania Milk Marketing Board for this area and zone. A copy of the latest PMMB minimum price sheet should accompany the quotation. Any change to this price must be documented to ASD. Any milk not covered by a minimum price as set by the PMMB for this are and zone will remain constant for the term of this contract. Any service charge, if applicable, should be quoted separately and must remain constant for the entire school year.
 - ii. The total cost shall cover the cost of processing, packaging, delivery and limited service of delivering into specified schools according to the Milk Marketing Board regulations on limited service.
- d. Packaging
 - i. ASD use an 8 oz milk carton. Selected provider must be able to provide this product.
 - ii. The total cost shall cover the cost of processing, packing and delivery of the product into school refrigerators.

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**EXHIBIT A - MILK QUOTATION LISTING FOR 2025-2028
SCHOOL YEARS**

Building 21
265 Lehigh St
Allentown, PA 18105
484-785-4404

Dieruff HS
815 N. Irving St
Allentown, PA 18109
484-765-5537

Sonia Sotomayor
2020 E. Pennsylvania St
Allentown, PA 18109
484-765-2661

William Allen HS
106 N. 17th St
Allentown, PA 18104
484-765-5280

William Allen NGC
106 N. 17th St
Allentown, PA 18104
484-765-5282

Harrison Morton MS
137 N. 2nd St
Allentown, PA 18101
484-765-5713

Raub
102 S. St Cloud St
Allentown, PA 18104
484-765-5304
***Lift gate/Loading dock**

South Mountain
709 W Emaus Ave
Allentown, PA 18103
484-765-4304
***Lift gate/Loading dock**

Trexler
851 N 15th St
Allentown, PA 18102
464-765-4654

Central
829 W Turner St
Allentown, PA 18102
484-765-4804

Dodd
1944 S. Church St
Allentown, PA 18103
464-765-4504

Hays
1227 W. Gordon St
Allentown, PA 18102
484-765-4774
***Lift gate/Loading dock**

Jackson
517 N 15th St
Allentown, PA 18102
484-765-4723

Jefferson
750 St John St
Allentown, PA 18103
484-765-4424

Ruby Bridges
1402 W Walnut St
Allentown, PA 18102
484-765-3311

Lehigh Parkway
1708 Coronado St
Allentown, PA 18103
484-765-4444

Mosser
29 S Dauphin St
Allentown, PA 18109
484-765-5884
***Lift gate/Loading dock**

Muhlenberg
740 N 21 St
Allentown, PA 18102
484-765-4864

Ramos
1430 W Allen St
Allentown, PA 18102
484-765-4855

Ritter
790 N Plymouth St
Allentown, PA 18109
484-765-5664
***Lift gate/Loading dock**

Roosevelt
210 W Susquehanna St
Allentown, PA 18103
484-765-4464

Sheridan
521 N. 2nd St
Allentown, PA 18102
484-765-4884
***Lift gate/Loading dock**

Union Terrace
1939 Union St
Allentown, PA 18102
484-765-5484

Washington
837 N 9th St
Allentown, PA 18102
484-765-4959
***Lift gate/Loading dock**

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EXHIBIT B – QUOTATION SHEET

Description	Estimated Units	Unit Price (\$)	Extended Price (\$)
1.0% Milk	407,000		
Fat Free Milk	63,000		
Chocolate Fat Free Milk	1,200,000		
Strawberry Fat Free Milk	250,000		
Lactaid 100% Milk	3,100		

Notes:

1. The total cost shall cover the cost of processing, packing and delivery of the product into school refrigerators.
2. **Quantities shown are classified as estimated for bidding purposes**, they do result from actual historic tabulation.
3. Quoted price shall include delivery to schools as designated (See EXHIBIT A).
4. The Allentown School District is not subject to Federal or State taxes, quotations shall not include taxes. Quoted prices shall be free of all taxes.

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EXHIBIT C

PROVIDER'S COVER FORM

Provider (Please Complete Below)

Contact Name: _____

Business Name: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

PROPOSAL DUE: 2:00 PM ON JUNE 27, 2025

To: Potential Providers for Dairy Products

From: Ali Nastah, Director of Procurement

Re: Affirmative Action Statement/EEO

The Allentown School District (ASD) is an Equal Employment Opportunity Employer. ASD does not discriminate on the basis of race, color, national origin, religion, gender, age, veteran status, political affiliation, sexual orientation, marital status or disability (in compliance with the Americans with Disability Act).

In order to have your firm be eligible for consideration under this Invitation for Quotation, please complete and return the following Statement of Policy verifying that your law firm is also an Equal Employment Opportunity Employer.

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Equal Employment Opportunity Employer

_____ is an Equal Employment Opportunity Employer and does not discriminate on the basis of race, color, national origin, religion, gender, age, veteran status, political affiliation, sexual orientation, marital status or disability (in compliance with the Americans with Disability Act).

In addition, the firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and the Civil Rights Statutes in the Commonwealth of Pennsylvania and at the federal level.

Date

Signed (Name/Title of Officer)

Telephone

Street Address

Email Address

City/State/Zip Code

END OF INVITATION FOR QUOTATION