

Seneca Valley School District	
Name	For Purchase and Delivery of Milk Products
	Issued on May 8, 2025 Final date for written questions: May 21, 2025 RFP Due Date: May 28, 2025 RFP Estimated Award Date: June 9, 2025 No late offers will be entertained.
Mail or Deliver to: (Faxed RFPs will not be accepted)	Seneca Valley School District Food Service Department Nolen Fetchko, Food Service Director 124 Seneca School Road Harmony, PA 16037
Deadline For RFP	May 28, 2025, Noon
Submit questions in writing to:	Seneca Valley School District Nolen Fetchko, Food Service Director 124 Seneca School Road Harmony, PA 16037 fetchkona@svsd.net

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

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

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

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

DATE _____
 COMPANY NAME _____
 ADDRESS _____
 TELEPHONE NUMBER _____

 AUTHORIZED AGENT/OFFICER SIGNATURE

**Seneca Valley School District
Standard Bid Requirements**

Proposals for milk products as listed herein will be received in the 124 Seneca School Road, Harmony, PA 16037 until noon on the day specified herein. Winning vendors will be notified electronically on or before the dates specified herein. **NO LATE SUBMISSIONS WILL BE ACCEPTED FOR ANY REASON.**

1. All proposals shall be submitted in a sealed envelope clearly marked "Milk Procurement Proposal." The vendor is responsible for ensuring that the proposal documents are submitted to Nolen Fetchko, Food Service Director, Seneca Valley School District, 124 Seneca School Road, Harmony, PA 16037 prior to **noon on May 28, 2025**. A proposal delivered to a school district employee, even if a signature is obtained, is not sufficient to meet the requirements of this condition. The School District will not be responsible for the failure of any of its employees or any mail delivery service to deliver a bid document to the Food Service Director prior to the time and date for the opening of this Bid. **NO FAX OR EMAIL BIDS ACCEPTED.**
2. The School District may directly provide this RFP to vendors. The RFP document also can be found on the School District website at <https://www.svsd.net>.
3. Proposals shall be submitted signed in **blue ink** by a duly authorized agent or officer of the company making the proposal. Absence of original signature of person duly authorized to sign for the company submitting this proposal document will render such proposal null and void.
4. Vendors will quote prices on the unit as specified (i.e. "each", "lot", "dozen", etc.) unless the unit as used in the trade differs from that requested on the Inquiry. In such case, the unit being proposed should be changed on this document to reflect the industry standard. This is an all or none solicitation. Vendors are not required to propose on all items but percentage of products proposed will be taken into consideration in final award.
5. Quote net price. If your company is quoting State Minimum Price, please list the price at the time the quote is submitted.
6. Prices quoted must include all costs for transportation and delivery inside the building at the locations and delivery times indicated in Attachment A. Any discount, standard rebate, or promotional allowance must be indicated on this inquiry. Seneca Valley School District reserves the right to add or subtract sites as needed with at least ten (10) days' notice to the Vendor.
7. All proposals shall be effective for a period of 60 calendar days from the opening date of this proposal and no proposal may be withdrawn prior thereto.
8. This is a request for pricing only, not a guarantee of an order. All usage numbers provided by Seneca Valley School District are estimates only. Seneca Valley School District reserves the right to increase quantities of items to be purchased to reflect actual needs at the time that order(s) are issued. Such additional quantities will be purchased at the price indicated on this bid.
9. Orders will be generated by the Food Service Department and transmitted to the vendor.
10. Every effort must be made to comply with the "Buy American" standards as laid out in this RFP.

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

COMPANY NAME: _____

AUTHORIZED SIGNATURE

Note to Vendors:

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

Checklist

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

Before returning your proposal documents, did you...

- _____ Complete Product Pricing Forms?
- _____ Submit all Qualifications paperwork?
- _____ Complete and sign the Proposal Agreement?
- _____ Provide three (3) client references?
- _____ Initial each page of the RFP?
- _____ Read, complete and sign all applicable attachments?

Section 1 - Background & Purpose

The Food Service Department of Seneca Valley School District operates as a self-operated food service operation. The District provides meal services at seven (7) school cafeteria locations throughout the district

Seneca Valley School District does not guarantee a purchase volume or expenditure amount. Any awarded contracts will be considered “non-exclusive” as the District reserves the right to purchase products from a third-party supplier in the event a product is not available from the primary Vendor. Seneca Valley School District also reserves the right to negotiate pricing with local and regional producers for distribution through the primary distributor or a third-party distributor where unavailable by the primary distributor.

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

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

The contract term is for a period beginning July 1, 2025 and ending June 30, 2026. The School District may wish to extend this contract for three (3) additional school years. Any contract resulting from this solicitation may be extended for a period not to exceed (3) contract years upon the agreement of both the Vendor and Seneca Valley School District.

The Seneca Valley School District reserves the right to cancel this RFP at any time and for any reason and to reject any and all proposals.

Section 2 – TERMS & CONDITIONS

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

All prices to Seneca Valley School District will remain as quoted in response to this RFP regardless of award status.

Prices for products not subject to market pricing must be held firm for one(1) year. Any increase in pricing from year to year as a result of the renewal of this contract must be approved by Seneca Valley School District.

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

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

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

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

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

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

A vendor may request that orders be placed no more than two (2) business days in advance of the scheduled delivery day. If a vendor requests that orders be placed more than two (2) days in advance of the delivery day, it will result in rejection of the bid.

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

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

Deliveries will be made to each location listed in Attachment A. The Vendor shall deliver to all sites on a regular schedule. Vendor understands that deliveries must be made prior to that school's scheduled lunch times and will not be accepted during those times due to safety concerns.

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

The Food Service Director shall be notified of "outs" prior to delivery and provided a suitable substitute option for the item that is "out". If the vendor fails to deliver a substitute product, Seneca Valley School District Food Services reserves the right to obtain the item on the open market.

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

The District will make every effort to inform the Vendor when emergency closures or delays occur, however, the Vendor is responsible for monitoring the status of school closures and two-hour delays either on the local news or on the District's website (<https://www.svsd.net>). The vendor also is responsible for contacting Food Service Managers to arrange delivery schedule adjustments when necessary so that sites receive product as per agreement.

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

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

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

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

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

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

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

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

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

Use of Small, Minority Businesses and Women's Business Enterprises (2 CFR Sec. 200.321):

The non-federal entity must take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority and business and women's business enterprises on solicitation lists
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total purchasing requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the prime contract, if subcontracts are let, to take the affirmative steps listed above.

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

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

- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience: Seneca Valley School District may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days' written notice to the vendor.

State and Federally Required Contractual Provisions: Vendor must have obtained and will continue to maintain during the entire term of the Awarded Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under the Awarded Contract. In addition, Vendor is responsible to abide by all applicable Federal and State laws and policies.

Equal Employment Opportunity: Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Clean Air Act and Energy Policy and Conservation Act:

Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to PPSFSD and to the relevant federal or state agency as appropriate.

Breach of the Awarded Contract and Remedies: If Vendor fails to comply with any of the terms and conditions of the Awarded Contract; Seneca Valley School District has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach. In the event of nonconformity, the Seneca Valley School District may, at its option, cancel the Awarded Contract. The remedies of Seneca Valley School District are cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

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

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

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

- a. Vendor agrees to notify the School by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action or proceedings
- b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.

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

Byrd Anti-Lobbying Amendment: Pursuant to 22 CFR Part 227, Vendor agrees to sign and submit to Seneca Valley School District upon signing of this Agreement, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose.

Buy American: As required, and to the maximum extent practicable, for the purchase or procurement of materials, supplies, furnishings, equipment, food or other personal property and non-professional services, the guidelines that govern the "Buy American" policy is:

Purchases shall consist of raw materials mined or produced in the U.S., or manufactured items that are made in the U.S. from materials or items mined, produced or manufactured in the U.S.

Exceptions to the "Buy American" Policy are:

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

Reciprocal Limitations Act: The Reciprocal Limitations Act, Act 146 of 1986, requires the Department of General Services to give preference to those vendors offering goods, supplies, equipment or materials produced, manufactured, mined or grown in Pennsylvania as against those vendors offering goods, supplies or materials produced, manufactured, mined or grown in any state that gives or requires a preference to goods, supplies, equipment or materials produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular good, supply, equipment or material.

***** Reciprocal Limitations Act.** This Act authorizes the imposition of preferential bidding limitations against non-resident vendors or suppliers of goods when the state of such non-resident imposes or applies preferential bidding limitations on Pennsylvania vendors or suppliers of goods. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular good, supply, equipment, material or printing.*

All invitations to bid for the purchase of goods, supplies, equipment, materials and printing exceeding the amount established by the Department of General Services for small procurements shall include a list of all the states that have been found by the Department of General Services to have applied a preference and the amount of the preference. Further, all invitations to bid and notices issued for the purpose of securing bids for construction and for supplies shall include a list of all states that apply a prohibition against certain items and shall inform potential vendors that they are prohibited from using goods, supplies, equipment, materials or printing from those states. 62 Pa.C.S.A. §§ 107 & 514.

Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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

Section 3- Submissions

Vendors are limited to one proposal submission. If more than one proposal is submitted the one submitted closest to the submission deadline will be used for evaluation. Submissions shall be submitted signed in [blue ink](#) by a duly authorized agent or officer of the company making the bid. Absence of original signature of person duly authorized to sign for the company submitting this proposal document will render the proposal null and void.

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

Minimum Qualifications Documentation

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

Licensing and Registration

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

HAACP Certification

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

Dedicated Sales Rep

The District requires the Vendor to identify and assign a sales representative to facilitate product orders and deliveries with the District and address issues with the Food Service Director.

Insurance

Bids shall contain an Insurance Certificate evidencing that the vendor maintains an appropriate level of insurance coverage. The successful vendor will be required to provide a certificate designating Seneca Valley School District as an additional insured on a primary, non-contributory basis. Vendor shall maintain, at its expense, the following insurance coverage during the contract term:

- 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 all owned, 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.

Financials

Pricing

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

Federal regulations prohibit Seneca Valley School District from purchasing product under a cost-plus-percentage pricing structure.

[Pricing Form to be completed– Attachment B \(See separate PDF\)](#)

Statement of Corporate Capability

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

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

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

Written Proposal

Financials		
Pricing	Lowest price on each product (15 points per product)	45
	Local Sourcing	
	Dairy farm location - 10 points per dairy providing farm within SVSD borders (max of 3)	30
Corporate Capability		
Corporate Capability	Verifiable ability to reliably satisfy delivery requests	25
Total Points		100

Section 4 - Protest and Protest Procedure

Any protest to this solicitation must be submitted using the Seneca Valley School District Protest Form and Instructions provided in Attachment F Return completed form to:

**Seneca Valley School District,
Nolen Fetchko
124 Seneca School Road
Harmony, PA 16037**

Section 5 - Proposal Agreement

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

Vendor Contact Information

Name of Vendor: _____
Street Address: _____
City, State, Zip: _____
Contact Person: _____
Phone: _____
Fax: _____
E-Mail: _____

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

Authorized Representative Name - Print

Authorized Representative Name - Signature

Authorized Representative Title Date

Section 6 - List of Attachments

Attachment A:

Delivery Locations and Schedule

Attachment B:

Price Proposal

Attachment C:

Non-Collusion Certification

Attachment D:

Minority/Woman-Owned Business Enterprise (MWBE) Certification

Attachment E:

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

Attachment F:

Certification Regarding Lobbying

Attachment G:

Reciprocal Limitations Act

Attachment H:

Release of Liability for References

Attachment I:

Seneca Valley Food Service Protest Form and Instructions

Attachment A – Delivery Locations and Schedules

**Connoquenessing Valley Elementary – Thursday Morning – Before Lunch Service
300 S Pittsburgh St, Zelienople, PA 16063**

**Ehrman Crest Elementary – Tuesday/Thursday Morning – Before Lunch Service
2070 Ehrman Rd, Cranberry Twp, PA 16066**

**Haine Elementary – Tuesday/Thursday Morning – Before Lunch Service
1516 Haine School Rd, Cranberry Twp, 16066**

**Rowan Elementary – Tuesday/Thursday Morning – Before Lunch Service
8051 Rowan Rd, Cranberry Twp, PA 16066**

**Ryan Gloyer MS – Tuesday/Thursday Morning – Before Lunch Service
122 Seneca School Rd, Harmony, PA 16037**

**Intermediate HS – Tuesday Morning – Before Lunch Service
126 Seneca School Rd, Harmony, PA 16037**

**Senior HS – Tuesday/Thursday Morning – Before Lunch Service
128 Seneca School Rd, Harmony, PA 16037**

Attachment B – Price Proposal

TO: SENECA VALLEY SCHOOL DISTRICT
124 Seneca School Road
Harmony, PA 16037

Attention: Nolen Fetchko, Food Service Director

The undersigned, intending to be legally bound hereby, proposes and agrees to provide and deliver to the Seneca Valley School District the milk products specified below at the prices set forth below in accordance with the Milk Procurement RFP.

It is understood that Seneca Valley School District reserves the right to reject any or all bids and to waive irregularities in the bid.

1. Milk - 1% White (½ pint container)

Amount (in words): _____

Bid Amount (in numerals): \$_____

2. Milk - Skim (½ pint container)

Amount (in words): _____

Bid Amount (in numerals): \$_____

3. Milk - 1% Chocolate (½ pint container)

Amount (in words): _____

Bid Amount (in numerals): \$_____

If Bidder is an individual or is a partnership:

Sign Here: _____

If Bidder is a corporation:

Sign Here: _____

Title: _____

BIDDER INFORMATION

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT NAME: _____

E-MAIL ADDRESS: _____

Attachment C - Non-Collusion Affidavit

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this RFP. According to *Section 4507 of Act 57 of May 15, 1998, 62 Pa. C. S. § 4507*, governmental agencies may require Non-Collusion Affidavits to be submitted with proposals.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the vendor who makes the final decision on prices and the amount quoted in the RFP.
3. RFP rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the vendor with responsibilities for the preparation, approval or submission of the RFP.
4. In the case of an RFP submitted by a joint venture, each party to the venture must be identified in the RFP documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary RFP" as used in the affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to submit an affidavit with the RFP in compliance with these instructions may result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
 : s.s.
 COUNTY OF: _____ :

The undersigned, being duly sworn according to law, states that:

1. He/she is _____ of _____
Title Name of Person or Firm

and is authorized to make this affidavit on behalf of such firm and is the person responsible in the firm for the price(s) and the amount of this bid.

2. The prices of this proposal have been arrived at independently and without consultation, communication or agreement with any other bidder or potential bidder.
3. The amount of this proposal has not been disclosed to any other firm or person who is a proposer or potential proposer and will not be disclosed before proposal opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from proposing, or to submit a proposal lower than this proposal, or to submit any intentionally low or noncompetitive proposal or other form of complementary or other noncompetitive proposal.
5. Neither the proposer, nor its affiliates, subsidiaries, directors, officers or employees, are currently under investigation by any government agency and has not, in the last four (4) 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.
6. He/she understands and acknowledges that the above representations are material and important, and will be relied upon by the Seneca Valley School District in awarding a contract for which this proposal is being submitted. It is further understood that any misstatement in this affidavit shall be treated, as fraudulent concealment from the Seneca Valley School District that may constitute sufficient cause to rescind a contract award.

Signature: _____

Name (please print): _____

SWORN TO AND SUBSCRIBED BEFORE ME
 this _____ day of _____, 2025

My commission expires:

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

Does the manufacturer/vendor responding to this RFP hold a MWBE Certification?

(circle one) **Yes** **No**

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

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

Vendor Name

Certification Number

Authorized Representative Signature

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

This form is available electronically.

OMB No. 0505-0027

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

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

(Read Instructions Before Completing Certification)

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

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

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

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

Form AD-1048 (REV 07/15)

Attachment F - Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:	Date:
Name and Title	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency,

enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

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

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

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

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

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

11. Amount of Payment: (check all that apply) \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>		13. Type of Payment: (check all that apply) <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____	
12. Form of Payment: (check all that apply) <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____			
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)			
15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>			
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction	

Attachment G - Reciprocal Limitations Act

A. General Requirement. Pennsylvania has reacted to the in-state preference laws and practices of other states by reenacting the *Reciprocal Limitations Act* through the Commonwealth Procurement Code. Under this Act, Pennsylvania responds in a like manner against those states that apply preferences or prohibitions by giving similar preferences to Pennsylvania resident vendors and vendors offering supplies manufactured in Pennsylvania.

B. Requirements.

1. Product Preference. In all purchases of supplies exceeding \$10,000, preference is to be given to those vendors offering supplies produced, manufactured, mined, grown, or performed in this Commonwealth as against those vendors offering supplies produced, manufactured, mined, grown, or performed in any state that gives or requires a preference to goods, supplies, equipment, materials, or printing produced, manufactured, mined, grown, or performed in that state. The amount of the preferences is equal to the amount of the preference applied by the other state for that particular supply. [Lists of States Applying A Bidding Preference](#)

2. Vendor Preference. In the award of contracts for the procurement of supplies and construction exceeding \$10,000, preference shall be given to Pennsylvania resident vendors against a nonresident vendor from any state that gives or requires a preference to vendors from that state. The amount of preference shall be equal to the amount of the preference applied by the state of the nonresident vendor. A resident vendor is a person, partnership or corporation, or other business entity authorized to transact business in this Commonwealth and having a bona fide establishment for transacting business within this Commonwealth at which it was transacting business on the day when bids for the public contract were first solicited. [Lists of States Applying A Bidding Preference](#)

3. Prohibition. For construction and for all purchases of supplies, the purchasing agency shall not specify, use, or purchase any supplies which are produced, manufactured, mined, grown, or performed in any state that prohibits the specification for, use or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined, grown, or performed in such state. [Lists of States Applying A Bidding Preference](#)

C. Department of General Services Responsibilities.

1. List of Discriminating States. DGS is required to prepare a list of the states which apply a preference or prohibition and the amount of the preference. The list has been published, amended, and republished in the *Pennsylvania Bulletin*. The list also appears at the DGS website.

2. Invitation for Bids. The list of discriminating states and the amount of the preference must appear in all IFBs for supplies and construction where the amount exceeds \$10,000.

D. Bid Requirements.

1. Lists. IFBs for supplies and construction, where the amount exceeds \$10,000, must include the list of states which have laws prohibiting the use of out-of-state supplies or vendors.

2. State of Manufacture. Vendors must complete the State of Manufacture chart in IFBs by listing the name of the manufacturer and the state or foreign country of manufacture for each item. If the item is produced in the United States, the vendor must identify the state. Failure to complete the chart may result in the rejection of the bid.

3. Vendor Residency.

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

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

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

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

G. Procedures.

1. Tab bids by dollar amount.

2. Start with low responsive bid and determine if:

- a. There is a vendor or product prohibition.
- b. The supplies offered are manufactured in a discriminating state.
- c. The supplies are offered by a nonresident from a discriminating state.

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

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

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

References:

1. [Lists of States Applying A Bidding Preference](#)

Attachment H – Release of Liability for References

The undersigned hereby fully and forever releases, exonerates, discharges and covenants not to sue **Seneca Valley School District**, its Board, officers or employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that **Seneca Valley School District** may make regarding the qualifications and experience of the below indicated company in connection with the selection process for **Milk Procurement RFP 2025-2026** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Signature of Authorized Agent for Vendor

Name of Company

Printed Name of Authorized Agent for Vendor

Date

Attachment I - Notice of Protest and Protest Procedures

DATE: _____

PROTESTING PARTY: _____

A party who did submit a bid or proposal

☐

A party who did not submit a bid or proposal

☐

A prospective contractor who is aggrieved in connection
with the solicitation or award of a contract

☐

REASON FOR PROTEST (attach documents if needed):

Do not write below. For Seneca Valley School District use only.

Date Notice of Protest Received: _____

Eligible for Review?

Yes No

Date Forwarded to Seneca Valley School District: _____

Date Forwarded to Awarded Contractor or Eligible Respondents: _____

Date of Review and Consideration: _____

Date of Determination: _____

Determination Made:

Signature of Authorized District Representative:

Date:

CONTRACT SOLICITATION AND AWARD PROTEST PROCEDURE

Vendors or distributors who disagree or are otherwise aggrieved by the competitive procurement process for contract solicitation and award have the right by federal regulation to enter into a formal protest with Seneca Valley School District.

PROCEDURE:

Federal regulations are the primary authority for rules related to competitive procurement. Those regulations that may be applicable to competitive procurements of Seneca Valley School District are found in OMB Circular A-87, A-122, 2 CFR 200 and 7 CFR 210, 220, 3016, 3019. Applicability of the federal regulation depends upon the product or services being procured and the federal program in which it will be used. In addition, Pennsylvania School Code contains additional state regulations related to competitive procurement that may also be applicable.

Protests may be by any of the following:

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

Those parties who did not submit a bid or proposal must file for protest prior to the advertised opening date of the RFP. Protests received after that time will not be reviewed and considered. Such protests will be dismissed as untimely.

Those parties who responded to an RFP or who are aggrieved in connection with the solicitation or award of a contract must file for protest within seven (7) days of the protesting party knowing of the facts giving rise to the protest. No protest filed after that protest window or more than seven (7) days after the date of notice of contract award will be reviewed and considered. Untimely protests will be dismissed.

The date of filing will be the date the protest is received by Seneca Valley School District. Protests to contract solicitations and awards must be in writing and submitted to the contact person listed on the RFP for which a protest is filed.

Protests must be filed utilizing the form titled, "Notice of Protest." Appropriate documentation or relevant information may be included as attachments to the form when completed and returned. Issues not raised in the original written protest are deemed to be waived and may not be raised on appeal.

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

Action on the contract solicitation or award shall be stayed until the protest is resolved except in cases where state or federal deadlines prevail. In those cases, the contract award will be issued, but performance by the awarded contractor will be suspended until the protest is resolved. If there is a continued delay in resolving the protest, Seneca Valley School District reserves the right to resume its activities related to the procurement under protest if such action is found to be in the best interest of the membership affected by the protest.

The Seneca Valley School District has up to fifteen (15) days to review the protest and any documentation or relevant information. This period will also be used for additional research as needed. Additional documents or information deemed necessary to resolve the protest may be requested during this period. Seneca Valley School District reserves the right to schedule a hearing to review the protest with the protesting party and other affected parties. If additional time is required to resolve the protest, Seneca Valley School District will notify the protesting party of such action. At no time will any protest remain without determination in excess of sixty (60) days from the receipt of the original Notice of Protest.

If the contract solicitation or award is found to be contrary to law, Seneca Valley School District reserves the right to cancel the solicitation, change the solicitation to comply with law, reject all bids or proposal or those parts of the bids or proposals which were affected by the violation, or change/cancel the contract award to comply with the law.

If such determination is made after execution of the contract and the contractor has not acted fraudulently or in bad faith, 1) the contract may be ratified and affirmed if doing so is in the best interest of Seneca Valley School District, 2) the contract may be modified to comply with the law with the consent of all parties, or 3) the contract may be cancelled in accordance with the termination, default, and settlement clause in the contract.

If such determination is made after execution of the contract and the contractor has acted fraudulently or in bad faith, the contract may be 1) declared void; 2) modified to comply with the law and with the consent of all parties; or 3) ratified and affirmed if doing so is in the best interest of Seneca Valley School District.

A copy of the protest determination will be sent to the protesting party and any other person determined to be affected by the decision within five (5) days of the determination being made.