



Rural Living... Progressive Education

4528 Penns Valley Road
Spring Mills PA 16875
814-422-8814
Fax: 814-422-8020
www.pennsvalley.org

Centre Hall-Potter Elementary
Miles Township Elementary
Penns Valley Area Elementary & Intermediate
Penns Valley Area High School

**PENNS VALLEY AREA SCHOOL DISTRICT
REQUEST FOR PROPOSAL (RFP)
RFP Title: TECHNOLOGY HELP DESK SERVICES**

Thank you for considering the Penns Valley Area School District's Request for Proposals for Technology Help Desk Services. The District looks forward to establishing a mutually beneficial relationship with the selected vendor.

Any questions from prospective vendors must be in writing and responses will be shared with all RFP Recipients. E-mail will be the preferred method of communication for any such questions. District facilities may be visited, on a date specified by the District; however, any resulting questions must be submitted in writing.

We look forward to receiving your proposal. Thank you again for your consideration.

Lynn Y. Naugle
Business Manager

**PENNS VALLEY AREA SCHOOL DISTRICT
REQUEST FOR PROPOSAL (RFP)
RFP Title: TECHNOLOGY HELP DESK SERVICES**

The Penns Valley Area School District, through this Request For Proposal, is seeking a service provider to provide technology help desk services to support the District's educational and operational programs.

Proposal Instructions

Address Instructions

Service providers should prepare an original written proposal and one (1) copy signed by an officer of the company who is authorized to bind the company by contract. Such proposals should be submitted in a sealed envelope marked Technology Help Desk Services 2017 and addressed to the following:

Penns Valley Area School District
Lynn Y. Naugle, Business Manager
4528 Penns Valley Road
Spring Mills, PA 16875

Delivery

Proposals must be received at the above address no later than 2:00 p.m., prevailing time on Monday, June 5, 2017. Facsimile transmissions are not acceptable. Proposals submitted or received after that date will not be accepted or considered. Bidders may submit changes or addenda to their response in writing, signed in original ink by the original proposal signatory, and cross referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal due date. Such changes or addenda must meet all requirements for the request for proposal. No changes are permitted after the proposal due date. Proposals may be withdrawn up to 48 hours after the proposal due date. The method of transmittal of the proposal is at the service provider's risk.

Proposal Format

Proposals should be prepared simply and economically, providing a straightforward, concise description of the service provider's ability to meet the requirements of the RFP.

Decisions Regarding Proposals

The Penns Valley Area School District (PVASD) reserves the right to:

- Make all decisions regarding this proposal, including, without limitation, the right to decide whether a proposal does or does not substantially comply with the requirements of this RFP.
- Accept, reject, or negotiate modifications in any terms of service provider's proposals or any parts thereof.
- Reject any or all proposals received.
- Waive any irregularity or technicality within a service provider's proposal.

The PVASD shall not be responsible for any cost incurred by the service provider in the preparation of any proposal. It must be specifically understood that this RFP does not create any obligation on the part of the PVASD to enter into any contract or undertake any financial obligation with respect to the requirement referred to herein. Any service provider, who expends time or money prior to award, does so at the service provider's own risk and expense. The service provider understands that, if selected, the PVASD reserves the right to provide its opinion publicly and privately regarding the service provider's performance.

Bidder Inquiries

No negotiations, decisions, or actions shall be executed by any service provider as the result of any oral discussions with any PVASD employee. Only those transactions that are in writing shall be considered valid. Send facsimile inquires to 814-422-8020. The PVASD shall only consider communications from bidders that are in writing or emailed.

Inquires concerning this RFP shall be submitted in writing to:

By e-mail (preferred):

lnauble@pennsvalley.org
Inquiry

Subject: Technology Help Desk RFP

OR:

Penns Valley Area School District
Lynn Y. Naugle, Business Manager
4528 Penns Valley Road
Spring Mills, PA 16875

Answers to any service provider's inquiries will be made available in writing to all RFP recipients. Please include a return email address or facsimile number to facilitate a response.

RFP Enhancements

RFP recipients are encouraged to provide the PVASD with useful information that will improve the quality and/or price of all proposals. In the event that an RFP recipient shares such useful information with the PVASD and such information requires a modification of the specifications, all RFP recipients will be notified of the information and the amendment to the specifications and be entitled to modify their RFP response, only with respect to the modification of the specifications, within a period of time stipulated by the PVASD.

Service provider Presentations

Part of the bid/proposal evaluation process may include a formal presentation from the selected highest ranking respondent(s). If invited, service providers should use this presentation to provide evaluators with further insight regarding their proposal and to clarify any issues that may exist.

Review Criteria

The PVASD will review all valid proposals with particular emphasis on:

- 1) Cost of services to be provided to PVASD.
- 2) Service provider's record of performance and service for similar accounts in terms of school district staff members, student enrollment, and number of devices.
- 3) Service provider's conformance to RFP specifications, requirements, terms, conditions, provisions, and responses to criteria for award as outlined within the RFP.
- 4) Extent of service provider's experience, stability, supporting resources, and management.

Estimated Time Table

Issue RFP	May 8, 2017
Last Day for Inquiries	May 24, 2017
RFP Submittal	June 5, 2017
Final Negotiations	June 2017
Contract Execution	June 21, 2017
Commence Contract	July 1, 2017

Proposal Validity

Proposals should be considered valid for at least 180 days from the proposal submission deadline or as mutually agreed between the parties.

Proprietary Information

Information provided in your response to this RFP will be held in confidence and will not be revealed or discussed with competitors. All material submitted becomes the property of the PVASD and may be returned only at the District's option. Proposals submitted become the property of the PVASD and may be reviewed and evaluated by District personnel and/or agents or consultants of the PVASD, except for competitors, at the discretion of the PVASD regardless of statements contained within the service provider's response to the contrary. The PVASD reserves the right to use any or all concepts presented in any reply to the RFP. Selection or rejection of a proposal does not affect this right.

Information provided by the PVASD to the requesting service provider for the purpose of providing a response to the RFP is the property of the PVASD. As such, said information is to be kept in strictest confidence and used only for the intended use of this RFP. This RFP shall not be distributed to others without the express written consent of the PVASD.

General Terms and Conditions**Definitions**

"Contract" or "Agreement" means the entire written agreement between the parties, including, but not limited to, the request for proposal and its specifications, terms and conditions, solicitation instructions, solicitation addenda, contract amendments, and any PVASD purchase order issued.

"Service provider" means a person or organization with whom the Penns Valley Area School District (PVASD) has contracted for the provision of goods and services under a contract and is synonymous with "Vendor", "Seller", "Bidder", "Firm" or "Contractor".

"Service" means all benefits provided to the District from the service provider.

"PVASD" means the Penns Valley Area School District and is synonymous with "Buyer", "District", or "Owner".

"Device" means desk top computer, virtual desktop, laptop, electronic tablet, personal electronic device, projectors, and/or server.

"Software" means computer applications used for educational, administrative, and operational functions of the District.

Mandatory Requirements**Contract Term**

The contract will be for a period of one (1) year beginning July 1, 2017 through June 30, 2018.

Contract Law

Any contract resulting from this RFP will be subject to the laws of the Commonwealth of Pennsylvania and the Pennsylvania Department of Education Public School Code. The total contract shall include this request for proposal, the service provider's proposal response, and the negotiated and executed contract between the parties.

Contract Assignment

No portion of any resulting contract may be sublet, sub-contracted, or otherwise assigned by the service provider without the prior written consent of the PVASD.

Contract Changes

During the period of the contract, no changes will be permitted to any of the conditions and specifications unless the service provider receives written approval through the PVASD for such changes.

Non-Collusion Affidavit

The service provider, in accordance with Pennsylvania Department of Education requirements, must sign an affidavit of non-collusion. This document (Exhibit B) must be signed and returned with the proposal response submitted.

Background and Objectives:**Background**

The Penns Valley Area School District is a Pre-K through grade 12 school district, located in a rural, progressive community in Centre County, PA near Penn State University. The District has a total student enrollment of approximately 1,500 students, with four (4) buildings; one elementary school in Centre Hall, an elementary/intermediate school (which also houses the Administrative Offices) and a junior/senior high school in Spring Mills, and an elementary school in Rebersburg (Miles Twp.). The District employs approximately 200 faculties, staff and administrators.

The District currently uses both Windows and Apple platforms/operating systems. A One-to-One Device Initiative is in place at all schools within the District. The students in grades 6 to 12 use MacBooks and the students in grades K-5 use iPads. Administrative and support

operations, in general, use Windows-based applications and software. The District currently has the following equipment deployed: Desktop Computers: 50; Laptops: 900; iPads: 800; Projectors: 120.

On occasion, it may be necessary for the District to purchase devices and software not covered under the scope of this agreement. In these cases, the awarded service provider will be expected to support these devices and software.

Objectives

This Request for Proposal (RFP) is for the purpose of soliciting contract proposals for providing a single service provider to provide district-wide technology help desk and support needs under the direction of the District's Director of Technology. The selected service provider will be expected to enter into a written contract with the PVASD, a draft of which is included as Exhibit A of the RFP.

Specific objectives include:

- 1) One (1) contract service provider to provide district-wide technology help desk and support needs under the direction of the District's Director of Technology.
- 2) Service Provider shall provide two (2) individual technicians to perform services identified herein. The District shall have the right to reject any individual assigned by the Service Provider.
- 3) Provide daily help desk support and device operation assistance to all staff in assigned buildings in a timely fashion.
- 4) Creation, deletion, and maintenance of user accounts; update email addresses in a timely fashion.
- 5) Provide coaching to enhance employee use of information technology.
- 6) Prepare and configure PCs and related peripherals as needed.
- 7) Assist in maintaining an up-to-date inventory of all software, licensing requirements and expiration dates; assist in maintaining an inventory database of audio visual and computer equipment.
- 8) Monitor and report abuse of network, illegal files stored on server, abuse of internet privileges, unacceptable use of network account, unauthorized software (including all computer/video games); document and report all problems to the appropriate building principal.
- 9) Schedule and provide assistance in the setup of equipment/technology, including videotaping concerts and major events; provide staff for editing video into appropriate format; complete file format transfers as requested.
- 10) Maintain security of all technology assigned to the buildings.

Proposal Response Requirements

The Proposal Response shall include the following:

- 1) Provide your company name, address, telephone number, facsimile number, email address, and primary contact person for this RFP.
- 2) Describe your firm, its size, number of employees, and annual sales. This should include:
 - a) A *brief* history of your firm emphasizing experiences servicing educational clients.
 - b) Provide a company overview of your firm including commentary on its history, ownership, and market presence.
- 3) Provide a list of any judgments against your firm or management personnel filed within the past five (5) years. A listing of outstanding lawsuits should be included.
- 4) Describe the types of services offered by your firm. Please specify the training and certification held by the service personnel to be provided to the District.
- 6) Provide a list of clients similar in size to the PVASD with emphasis on K-12, higher education, or accounts with a similar technology environment. Include contact names, phone numbers, and email addresses. A minimum of three (3) references should be provided.
- 7) Describe any unique capabilities or offerings that your firm may offer that may be of interest to the PVASD.
- 8) Provide a firm, all inclusive total monthly cost per individual service technician for the technology services to be provided per the RFP and proposed contract.
- 9) Detail any aspects of the enclosed specifications or terms and conditions that you are unable or unwilling to accept.

Exhibit A – Proposed Contract Draft

Exhibit B – Non-Collusion Affidavit

EXHIBIT A

TECHNOLOGY HELP-DESK SERVICE PROVIDER AGREEMENT

THIS TECHNOLOGY HELP-DESK SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into the ____ day of _____, 2017, by and between _____, with a principal place of business at _____ ("Service Provider"); and PENNS VALLEY AREA SCHOOL DISTRICT, a school district of the third class organized and existing under and pursuant to the Public School Code of 1949, as amended, 24 P.S. Section 101 et seq., with an office and place of business at 4528 Penns Valley Road, Spring Mills, Centre County, Pennsylvania 16875 ("District").

RECITALS

WHEREAS, District desires to retain the services of Service Provider; and

WHEREAS the District is in need of technology help-desk services to support District operations; and

WHEREAS, the parties hereto wish to enter into an agreement memorializing the terms and conditions of technology help-desk services that Service Provider will provide to District.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties, they hereby agree as follows:

1. REPRESENTATIONS, WARRANTIES AND COVENANTS, ETC.

a. Service Provider represents and warrants that all Service Provider personnel providing service to the District have the expertise to perform the needed services competently and in a professional manner and within the applicable and agreed to time frames.

b. Service Provider represents and warrants that the individual(s) executing the Agreement on behalf of the Service Provider has all necessary authority to enter into this Agreement and to contract for, and perform all, the rights and undertakings set forth herein.

c. Service Provider recognizes and acknowledges that District is subject to certain federal and state statutes, rules, and regulations governing District's operations, and that the Service Provider in performing certain technology help-desk services hereunder shall be subject to District's right to ensure that such Services are in conformance with such statutes, rules, and regulations notwithstanding anything herein to the contrary.

2. TERM

This Agreement is for a term of on year commencing on July 1, 2017, and ending on June 30, 2018, unless terminated earlier as provided herein. The term may be extended in three (3) month increments, upon written approval of the parties hereto.

3. SCOPE OF TECHNOLOGY HELP-DESK SERVICES

a. Nothing herein shall obligate District to call upon Service Provider for the performance of any Services whatsoever except as agreed to herein.

b. Service Provider shall carry out all activities hereunder in compliance with all applicable federal and state statutes, rules, and regulation, as well as District's operating procedures and policies in effect.

c. Service Provider shall provide two (2) individual technicians to perform services identified herein. The District shall have the right to reject any individual assigned by the Service Provider.

d. Service Provider technicians shall provide the following specific technology help-desk services: (i.) provide daily help desk support to all staff in assigned buildings in a timely fashion; (ii.) creation, deletion, and maintenance of user accounts; update email addresses in a timely fashion; (iii.) provide coaching to enhance employee use of information technology; (iv.) prepare and configure PCs and related peripherals as needed; (v.) assist the in maintaining an up-to-date inventory of all software, licensing requirements and expiration dates; assist in maintaining an inventory database of audio visual and computer equipment; (vi.) monitor and report abuse of network, illegal files stored on server, abuse of internet privileges, unacceptable use of network account, unauthorized software (including all computer/video games); document and report all problems to the appropriate building principal; (vii.) schedule and provide assistance in the setup of equipment for videotaping concerts and major events; provide staff training for editing video into appropriate format; complete file format transfers as requested; (viii.) maintain security of all technology assigned to the building.

4. COMPENSATION

a. District shall compensate Service Provider in the amount of \$_____ per month per individual technician for technology help-desk services approved and covered hereunder.

b. Service Provider shall be compensated for travel if, during the scheduled working day, Service Provider personnel must travel between school buildings. The Service Provider shall not be compensated for Service Provider personnel travel time or mileage to and from the first or last work site of the day. Travel shall be invoiced at the standard IRS rate.

5. INVOICING AND PAYMENT

Monthly invoices shall include an itemization of daily technician attendance for the month, and shall be submitted to the District's Business Office for payment within the first week of the month. District shall remit payment in full the workday following official Board action.

6. INDEMNIFICATION

In addition to any and all other indemnification and remedies provided herein, Service Provider shall indemnify and hold harmless District and its officers, directors, and employees from and against any and all damages, liabilities, obligations, losses, deficiencies, actions, costs (including reasonable attorneys' fees and expenses), demands, suits, judgments, or assessments ("Claims") arising out of (a) the Service Provider or their personnel's negligence in the performance of any Services; (b) any acts or omissions of Service Provider or their personnel in connection with the Services hereunder; or (c) any breach of this Agreement by Service Personnel. In the event of any Claim to which this indemnification applies, District shall promptly notify the Service Provider of such Claim, provided, however, the failure to give such notice shall not relieve the Service Provider from their indemnification obligations. This obligation shall survive termination or expiration of this Agreement.

7. TERMINATION

Either party may, without prejudice to any other right or remedy it may have, terminate this Agreement, by sixty (60) days' prior written notice to the other party. District shall pay any and all owed services to the Service Provider upon termination by any party.

8. PRIVACY

Service Provider acknowledges that in the course of providing Technology Services, Service Provider personnel may receive or have access to personal information of individuals. Service Provider acknowledges and agrees with the strong concern of District regarding the protection and preservation of the privacy and confidentiality of individuals.

To the extent that the Service Provider receives or otherwise obtains access to information that is identifiable to a particular individual as a result of Technology Service activities, duties, or obligations hereunder, Service Provider agrees that Service Provider personnel shall maintain any such information in strict confidence and shall use such information solely for the purpose of providing Technology Services and for no other purpose whatsoever.

9. INSURANCE

Upon execution of this Agreement, and prior to Service Provider commencing any work or services, Service Provider shall carry and maintain commercial general liability insurance naming the District as Additional Insureds thereunder. Additional Insured coverage shall apply as primary insurance with respect to any other insurance afforded to the District. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

10. LIMITATION OF LIABILITY

- (a) Service Provider shall provide support of all hardware and systems,

provided that all hardware is covered under a currently active Vendor Support Contract, and all software be genuine, currently licensed, and vendor supported. Should any hardware or systems fail to meet these provisions, the District shall be solely responsible and liable for all licensing and purchasing of software. Should third-party Vendor Support charges be required in order to resolve these issues, these charges will be passed on to the District after first receiving the District's authorization to incur them.

(b) Attempted recovery from damages caused by virus or malware infection not detected and quarantined by the latest antivirus definitions is covered under the terms of this Service Agreement. This Service Agreement is limited to those systems protected with a currently licensed, vendor-supported antivirus solution.

(c) When the Service Provider enters into a new contract with a client and the Service Provider discovers that the previous provider or IT person has not completed a project correctly, the Client, if it so does choose, is responsible monetarily to reimburse the Service Provider for any and all corrections above and beyond the contract stipulations.

(d) The Service Provider shall not be responsible for delays or failure in performance resulting from acts beyond control of the Service Provider, including but not limited to natural disasters, acts of God, war, terrorism, any changes in or adoption of any law or regulation, or any telecommunication line failures.

11. INDEPENDENT CONTRACTOR

Service Provider shall perform this Agreement solely as an independent contractor, and not as District's agent or employee, and shall be solely responsible for the payment of income taxes or other taxes or contributions which are imposed with respect to or measured by wages, salaries, or other compensation, for all amounts paid to Service Provider hereunder (including making such estimated payments as may be necessary or appropriate) and Service Provider hereby agrees to indemnify and hold harmless District from and against any and all such liability or claims therefor.

Service Provider has no authority hereunder to make any statement, representation, or commitment of any kind on behalf of District or to bind District to the performance of any duties or to accept on behalf of District any responsibilities.

Neither party shall hold itself out to third persons as purporting to act on behalf of, or serving as the agent of, the other party, except as contemplated by this Agreement. Service Provider shall not be authorized to enter into any contract or agreement on behalf of District without the express written authorization of District.

Service Provider shall provide District all background checks and clearances required under the Pennsylvania School Code for independent contractors for all Service Provider personnel assigned to the District.

12. NON-SOLICITATION OF EMPLOYEES.

Client agrees that neither party will solicit or offer employment to the respective employee(s) or sub-contractor(s), whether directly or indirectly, during their employment or within one year of termination of their employment, except with the Service Provider's prior written approval in each case.

13. PUBLICITY

Neither party shall make any public announcements concerning the transactions contemplated by this Agreement, except as may be required by law or judicial order, nor issue any press release or make any public announcement which includes the name of the other party or its affiliates or otherwise uses the name of the other party or its products in any public statement or publicly released document, except with the prior written consent of the other party.

14. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties and their affiliates, successors and assigns. Service Provider may not assign its rights and obligations under this Agreement without the prior written consent of District.

15. SURVIVORSHIP

Accrued obligations under this Agreement, including but not limited to, Service Provider's obligations with respect to Confidentiality, Indemnification and Governing Law, shall survive the performance, expiration, or termination of this Agreement.

16. WAIVER

No failure on the part of either party to exercise and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise thereof or the exercise of any other right.

17. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, by facsimile, or when sent by registered or certified mail, return receipt requested, addressed to the addresses set forth hereinabove. If notice is sent by registered or certified mail, postage will be prepaid. Notices may also be transmitted electronically between the parties provided that proper arrangements are made in advance to facilitate such communications and provide for their security and verification.

Either party may change its address at any time by giving notice to the other party in the manner specified herein.

18. GOVERNING LAW

Except where preempted by federal law, this Agreement will be enforced, governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding any choice of law principles that would cause the law of any other jurisdiction to be applied. The parties hereto agree that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to this Agreement shall be the Court of Common Pleas of Centre County, Pennsylvania.

17. SEVERABILITY

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to this Agreement, and all prior agreements relating to the Services hereunder, express or implied, written or oral, are nullified and superseded hereby.

19. AMENDMENTS

This Agreement may not be modified, amended, assigned, supplemented, or rescinded, nor any provision hereof waived, except by an instrument in writing executed by the a duly authorized representative of the parties hereto, which, in the case of District, shall include only

20. COUNTERPARTS

This Agreement, and any amendment or supplement hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

THE PARTIES have signed this Agreement as of the Effective Date first above written.

PENNS VALLEY AREA SCHOOL DISTRICT

Board President

Attest:

Board Secretary

SERVICE PROVIDER NAME

Authorized Signer

EXHIBIT B

PENNS VALLEY AREA SCHOOL DISTRICT

Instructions for Non-Collusion Affidavit

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the quoter who makes the final decision on prices and the amount quoted in the proposal.
3. Bid 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 quoter with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary proposal” as used in the Affidavit has the meaning commonly associated with that term in the quoting 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 file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

EXHIBIT B
PENNS VALLEY AREA SCHOOL DISTRICT

Non-Collusion Affidavit

Technology Help Desk Services Proposal

State of _____:
County of _____: :S.S.

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

I state that:

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

EXHIBIT B

I state that _____ understands and acknowledges that the

[Name of my firm]

above representations are material and important, and will be relied on by Penns Valley Area School District in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Penns Valley Area School District of the true facts relating to the submission of proposals for this contract.

[Name and Company Position]

Before me, a Notary Public, personally appeared _____, personally known or proven to be the person who name is subscribed to the within instrument, this _____ day of _____, 20____.

Notary Public

My Commission Expires:
