



**CENTRAL PENNSYLVANIA INSTITUTE OF SCIENCE
AND TECHNOLOGY**

**REQUEST FOR PROPOSAL (RFP)
RFP Title: TECHNOLOGY HELP DESK SERVICES**

Thank you for considering the Central Pennsylvania Institute of Science and Technology's Request for Proposals for Technology Help Desk Services. CPI 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. CPI facilities may be visited on a date specified by CPI; however, any resulting questions must be submitted in writing.

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

Craig Livergood
Business Manager

**CENTRAL PENNSYLVANIA INSTITUTE OF
SCIENCE AND TECHNOLOGY**

**REQUEST FOR PROPOSAL (RFP)
RFP Title: TECHNOLOGY HELP DESK SERVICES**

The Central Pennsylvania Institute of Science and Technology, through this Request For Proposal, is seeking a service provider to provide technology help desk services to support the school'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 2024 and addressed to the following:

Central PA Institute of Science and Technology
Craig Livergood, Business Manager
540 North Harrison Road
Pleasant Gap, PA 16823

Delivery

Proposals must be received at the above address no later than 2:00 p.m., prevailing time on Wednesday, May 22, 2024. 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Proposals may be withdrawn up to 48 hours after the proposal due date.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 Central Pennsylvania Institute of Science and Technology (CPI) 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.

CPI 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 CPI 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, CPI 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 CPI employee. Only those transactions that are in writing shall be considered valid. CPI shall only consider communications from bidders that are in writing or emailed.

Inquiries concerning this RFP shall be submitted in writing

to: By e-mail (preferred):

clivergood@cpi.edu

Subject: Technology Help Desk RFP Inquiry

OR:

Central PA Institute of Science and Technology
Craig Livergood, Business Manager
540 North Harrison Road
Pleasant Gap, PA 16823

Answers to any service provider's inquiries will be made available in writing to all RFP recipients. Please include a return email address or specific return address (if not apparent) to facilitate a response.

RFP Enhancements

RFP recipients are encouraged to provide CPI 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 CPI 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 CPI.

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

CPI will review all valid proposals with particular emphasis on:

- 1) Cost of services to be provided to CPI.
- 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 Timetable

Issue RFP	April 17, 2024
Last Day for Inquiries	May 8, 2024
RFP Submittal	May 22, 2024
Final Negotiations	May/June 2024
Contract Execution	June 11, 2024
Commence Contract	July 1, 2024

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 CPI and may be returned only at the school's option. Proposals submitted become the property of CPI and may be reviewed and evaluated by School personnel and/or agents or consultants of CPI, except for competitors, at the discretion of CPI regardless of statements contained within the service provider's response to the contrary. CPI 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 CPI to the requesting service provider for the purpose of providing a response to the RFP is the property of CPI. 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 CPI.

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 CPI purchase order issued.

"Service provider" means a person or organization with whom the Central Pennsylvania Institute of Science and Technology (CPI) 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 CPI from the service provider.

"CPI" means the Central Pennsylvania Institute of Science and Technology and is synonymous with "Buyer", "School", "Institute", 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 CPI.

Mandatory Requirements**Contract Term**

The contract will be for a period of one (1) year beginning July 1, 2024, through June 30, 2025.

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 CPI.

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 CPI 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 Central Pennsylvania Institute of Science and Technology is a Career and Technical School serving students in grades 9 – 12 as well as adult education learners, located in a rural, progressive community in Centre County, PA near Penn State University. CPI has a total student enrollment of approximately 500 high school students and 200 adult education students, with two (2) buildings; the main building as well as the Hawbaker Transportation Training Center. CPI employs approximately 65 faculties, staff and administrators.

CPI currently uses both Windows and Apple platforms/operating systems. Students from CPI's member districts bring their school issued devices to CPI's campus, and therefore, it is imperative that the Service Provider works closely with the member district's information technology teams. CPI has a limited number of student devices to provide should a student need a device for completion of work.

Administrative and support operations, in general, use Windows-based applications and software. CPI has approximately the following equipment deployed: Desktop/Personal Computers: 105; Mac's: 25; Laptops: 55; Tablets: 25; Peripherals: 225 to include Printers, Projectors, Classroom TV's SMART Boards, CCTV Displays, Simulators/VR, Hosts/Backup, Allworx Phones, Switches, WAP, Firewall, and a VPN; connectivity support for approximately 120 BYOD and 600 daily connections. The above-mentioned device numbers are subject to change before execution of the contract and during the contract period.

On occasion, it may be necessary for CPI 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 school-wide technology help desk and support needs under the direction of the CPI's Business Manager. The selected service provider will be expected to enter into a written contract with CPI, a draft of which is included as Exhibit A of the RFP.

Specific objectives include:

- 1) One (1) contract service provider to provide school-wide technology help desk and support needs under the direction of CPI's Business Manager.
- 2) Service Provider shall provide one (1) individual technician to perform services identified herein. CPI shall have the right to reject any individual assigned by the Service Provider. It is expected that a technician be onsite from 8:00 AM to 3:30 PM, Monday through Friday and following the CPI school-wide calendar (12-month calendar).
- 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,

- Request for Proposal Technology Help Desk Services
- abuse of internet privileges, unacceptable use of network account, unauthorized software (including all computer/video games); document and report all problems to the appropriate administrative team member.
- 9) Schedule and provide assistance in the setup of equipment/technology, including videotaping of major events; complete file format transfers as requested.
 - 10) Maintain security of all technology assigned to the buildings.
 - 11) Work with CPI's virtualization software in order to support to the Institutes virtualized servers and to provide support to system users.
 - 12) Work with CPI's wired and wireless network to support users as needed.
 - 13) Perform monthly patching on servers and client systems.
 - 14) Perform updates/maintenance and administration on CPI's firewall.
 - 15) Maintain the voice-over IP telephone system.

 - 16) Maintain staff directories that include website, papercut, active directories.
 - 17) Support students and staff with the student information system (SIS)
 - 18) Create, update, and maintain documentation as needed for IT helpdesk services functions. This includes, but is not limited to, system/site documentation which should include backups of all infrastructure configuration files, local admin user/passwords of the infrastructure to be updated every time changes are made. A hard copy is to be kept in a secure location where it can be accessed by the school leadership team at any time.
 - 19) Provide setup and operational guidance for CPI's audio visual needs to include after-hours events and support.
 - 20) Provide 24/7 network monitoring for CPI servers and network equipment. The vendor should be acting to initiate troubleshooting and then contact a school administrator for escalation.
 - 21) Staff must be willing to be on call 24/7 for any issues and/or maintenance that arise from time to time to prevent outages during the business day.
 - 22) Staff must be able to support equipment that is assigned to the technology department to include, but not limited to, printers, laminators, audio visual equipment, etc.
 - 23) Selected vendor must be able to provide support to CPI students and our sending districts as it relates to their 1:1 initiative.

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 CPI.
- 6) Provide a list of clients similar in size to CPI with emphasis on K-12, Career and Technical Education, 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 CPI.
- 8) Provide a firm, all-inclusive total monthly cost 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 _____, 2024, by and between _____, with a principal place of business at _____ ("Service Provider"); and the CENTRAL PENNSYLVANIA INSTITUTE OF SCIENCE AND TECHNOLOGY, a career and technical education center 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 540 North Harrison Road, Pleasant Gap, Centre County, Pennsylvania 16823 ("CPI").

RECITALS

WHEREAS, CPI desires to retain the services of Service Provider; and WHEREAS CPI is in need of technology help-desk services to support School 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 CPI.

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 CPI 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 CPI is subject to certain federal and state statutes, rules, and regulations governing CPI's operations, and that the Service Provider in performing certain technology help-desk services hereunder shall be subject to CPI'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 one year commencing on July 1, 2024, and ending on June 30, 2025, 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 CPI to call upon the 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 regulations, as well as CPI's operating procedures and policies in effect.

c. Service Provider shall provide one (1) individual technician to perform services identified herein. CPI 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 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 administrative team member; (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.

e. Planned outages must be scheduled with consent of the school leadership team and should include sufficient notice unless deemed an emergency by both parties.

4. COMPENSATION

a. CPI shall compensate Service Provider in the amount of \$ _____ per month 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 for a school-related reasons. 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 CPI's Business Office for payment within the first week of the month. CPI shall remit payment in full, no later than the thirtieth (30th) day following

receipt of Invoice.

6. INDEMNIFICATION

In addition to any and all other indemnification and remedies provided herein, Service Provider shall indemnify and hold harmless CPI 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, CPI 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. CPI 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 CPI 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 CPI as Additional Insured thereunder. Additional Insured coverage shall apply as primary insurance with respect to any other insurance afforded to CPI. 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, CPI 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 CPI after first receiving the School'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 CPI'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 CPI 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 CPI or to bind CPI 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 CPI without the express written authorization of CPI.

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

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 CPI.

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 a duly authorized representative of the parties hereto, which, in the case of CPI, shall include only the Business Manager or President/Executive Director.

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.

CENTRAL PENNSYLVANIA INSTITUTE OF
SCIENCE AND TECHNOLOGY

Joint Operating Committee President

Attest:

Board Secretary

SERVICE PROVIDER NAME

Authorized Signer

EXHIBIT B

CENTRAL PENNSYLVANIA INSTITUTE OF SCIENCE AND TECHNOLOGY

Instructions for Non-Collusion Affidavit

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Antibiid-Rigging 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

I state that _____ understands and acknowledges that the
[Name of my firm]

above representations are material and important and will be relied on by the Central Pennsylvania Institute of Science and Technology 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 Central Pennsylvania Institute of Science and Technology 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:
