

BUTLER AREA SCHOOL DISTRICT
110 Campus Lane
Butler, PA 16001

REQUEST FOR PROPOSAL

**Substitute Teacher
and Staff Services**

Submission Date:
Thursday, February 7, 2019
2:00 PM



Butler Area School District
REQUEST FOR PROPOSAL

Proposal for Substitute Teacher and Support Staffing Services

All necessary proposal specifications and proposal forms may be secured upon written or email request to:

Dr. Brian White
Superintendent of Schools
Butler Area School District
110 Campus Lane
Butler, PA 16001
E-mail: brian_white@butler.k12.pa.us

Proposals must be sealed and delivered to the Business Office of the Butler Area School District **on or before** date and time indicated below. The envelope to bear the following information:

Title: **Substitute Teacher & Staffing Services**
Name and Address of the Bidder
Date: **Thursday, February 7, 2019**
Time: **2:00 p.m.**

On the advertised date and time, the Board Secretary shall publicly receive and open all proposals. **No proposals shall be received after the time designated in the advertisement.** Butler Area School District does not accept electronic (e-mail) submission of proposals.

Failure to comply with instructions and to complete and submit all required forms may be cause for disqualification and rejection of the proposal.

The Board of Education reserves the right to reject any or all proposals.

Suzanne Robinson
Board Secretary

Butler Area School District
REQUEST FOR PROPOSALS

The District operates nine (9) schools with approximately 6,500 students and approximately 478 employees. The successful bidder will be required to provide Substitute Teacher staff as determined to the Board including, but not limited to, training, employment, financial, insurance, social security, benefits, management, oversight and substitute services and shall provide the Board with a firm fixed fee per employee provided. Services shall be provided for on an as needed basis based on the District's needs in strict accordance with the School Calendar adopted by the Board.

The Board is seeking a provider of Substitute Teachers at a number to be determined by the District's needs). The Substitute Teachers must have Substitute Teacher Credentials as outlined below:

Regular Teacher Subs

Guest Teachers

Para Professional Subs

Clerical Subs

Custodial Subs

School Based Teacher Subs – Report everyday all school year.

School Based Paraprofessional Subs - Report everyday all school year.

School/District Based Clerical Subs – Report everyday all school year.

The Substitute Teacher provider must be able to provide services for the 180 days of instructional days in accordance with the school calendar.

The Board is seeking the Services for a three (3) year period from July 1, 2019 through June 30, 2022 with the option to renew for two (2) additional two (2) year periods, which would end on June 30, 2024.

Butler Area School District 2019-2020 SCHOOL CALENDAR

**BUTLER AREA SCHOOL DISTRICT
2019 - 2020 SCHOOL YEAR CALENDAR**

**Board Approved
11/19/2018**

JULY 2019						
S	M	T	W	T h	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2019						
S	M	T	W	T h	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2019						
S	M	T	W	T h	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

August 26 - 28 In-service Days
August 29 First Day of School
Teachers 5 Days
Students 2 Days

September 2 Labor Day
Teachers 20 Days
Students 20 Days

OCTOBER 2019						
S	M	T	W	T h	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2019						
S	M	T	W	T h	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2019						
S	M	T	W	T h	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October 14 80 Day (No - teachers all
Teachers 23 Days
Students 22 Days

November 11 Veteran's Day
November 27 - 29 Thanksgiving
Vacation
Teachers 17 Days
Students 17 Days

December 2 Thanksgiving
December 23-31 Winter Vacation
Teachers 14 Days
Students 14 Days

JANUARY 2020						
S	M	T	W	T h	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2020						
S	M	T	W	T h	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH 2020						
S	M	T	W	T h	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 1 New Year's Day
January 20 In-service Day/Full Act 80 - no students

February 17 In-service Day

March 13 Act 80
In-service/Full Act 80 - no school for teachers all day

Teachers 22 Days

Teachers 20 Days

Teachers 22 Days

Students 21 Days						
APRIL 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April 9 - 14
April 9, 14
if needed

Spring Vacation
Snow Make-up days

Teachers 18 Days
Students 18 Days

Students 19 Days						
MAY 2020						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 15
Act 80 Day
students -
day)

In-service/Full
(No school for
teachers all

May 25
Teachers
Students

Memorial Day
20 Days
19 Days

Students 21 Days						
JUNE 2020						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June 5
Day (½ day
teachers all

Last Day/Act 80
for students -
day)

Teachers 5 Days
Students 5 Days

KEY

SNOW MAKE-UP DAYS

BUTLER AREA SCHOOL DISTRICT
110
Campus
Lane
Butler, PA
16001

REQUEST FOR PROPOSAL
SUBSTITUTE TEACHER STAFFING SERVICES

A. PURPOSE

The Butler Area School District is seeking proposals from qualified respondents as follows:

Substitute Teacher and Support Staff Services 2019-2020

B. SCOPE OF SERVICE

The Butler Area School District is a school district located in Butler, PA. The District serves approximately 6,500 students. The District has approximately 478 professional employees.

The District's employees are currently represented by the Butler Area Educational Association (a local PSEA affiliate), which includes all certified staff.

The District is soliciting competitive proposals to engage a contractor to provide Substitute Teachers for seven and half (7.5) hours a day with a half hour for lunch on an as needed basis based on the District's needs in strict accordance with the School Calendar adopted by the Board of Education. The selected firm will be required to meet with the District to ascertain the district's specific requirements. The District expects the proposer to provide a 100% fill rate for those positions assigned.

The contractor shall provide an Account Manager who shall manage the Substitute Teacher services for the District.

The successful provider will be required to provide Substitute Teacher services to the Board depending on its need including, but not limited to, training, employment, financial, insurance, social security, benefits, management, and oversight, and shall provide the Board with a firm fixed fee per employee provided. Services shall be provided for a minimum of 180 of student instructional days and additional days based on student calendar days which in the past have been 182 days in strict accordance with the School Calendar adopted by the Board of Education. School starts based on the approved calendar and can be either before or after Labor Day. The substitutes will not be employees of the school district.

The Board is seeking Substitute Teacher and Staffing provider who can provide the following substitutes and staff that meet the qualifications:

Guest Teachers

- Bachelor degree and completion of a training course provided by the substitute provider

Regular Subs & Building Based Subs

- Certified in a subject area by the Pennsylvania Department of Education

Para Professional Subs and School Based Para Professional Subs

- High school diploma or equivalent
- Basic knowledge of child growth and development
- Prior experience working in an education support role preferred
- Demonstrated sensitivity to physical and mental disabilities and how they affect the behavior of children

Clerical Subs & District Based Clerical Subs

- High school diploma or equivalent; Associates degree in business or a related field preferred
- 1-3 years of experience in an office setting
- Strong working knowledge of office equipment/programs including Windows, Gmail, printers, phones, etc.
- Proficient in Microsoft Office programs, particularly Word and Excel

ALL POSITIONS:

- Act 151 PA Child Abuse History Clearance (within five years old)
- Act 114 FBI Federal Criminal History Clearance obtained through the Department of Education (within five years old)
- Act 34 Pennsylvania Criminal History Clearance (within five years old)
- Act 126 Mandated Reporter Training Certificate (within five years old)
- Current TB Test Results (within one year)

These Substitute Teachers shall perform the tasks in accordance with the Job Description for Substitute Teacher attached hereto and incorporated by reference.

The Board is seeking the Services for a three (3) year period from July 01, 2019 through June 30, 2022 with the option to renew for two (2) additional two (2) year periods which would end on June 30, 2024.

The District reserves the right to disqualify any substitute provided who does not meet the performance and professional standards of the District. The Service provider will immediately remove said individual and provide a substitute for that individual.

C. QUALIFICATIONS OF RESPONDENTS

Any proposer for services must be known to be engaged in the business and qualified to carry out this contract, and should have documented experience providing Substitute Teachers staffing programs to Pennsylvania Public Schools with experience in Butler and Allegheny Counties.

The contractor is solely responsible for payment of all salaries, wages, bonuses, Social Security and Medicare taxes, federal and state unemployment insurance,

liability and workers' compensation insurance and health insurance benefits, as applicable. The contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wage and hour laws, safety and health requirements, and collective bargaining laws.

In accordance with all applicable laws, regulations, and procedures, the contractor and Substitute Teacher personnel provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or their assigned personnel may come in contact with or be privy to in the course of providing services.

The contractor and the personnel provided by the contractor shall adhere to proper conduct at all times. Proper conduct is meant to include, but not limited, to the following: (1) there shall be no weapons, drugs or alcohol on the premises; (2) there is no smoking on the school premises; (4) the district's dress code will be followed; (4) all district safety and security protocols will be strictly adhered to, including wearing of identification badges at all times.

The contractor and personnel provided shall be required to comply with all policies and regulations of the school district.

The use of subcontractors is prohibited.

D. CONTRACT PERIOD

The term of contract for Substitute Teacher. The Board is seeking the Services for a three (3) year period from July 1, 2019 through June 30, 2022 with the option to renew for two (2) additional two (2) year periods which would end on June 30, 2024. Prices must be firm for the duration of the three year agreement term.

E. COORDINATION OF ACTIVITIES

All activities for this contract will be coordinated through the office of
Kristen Hasychak, Manager of Human Resources (724) 214-3144
Kristen_hasychak@butler.k12.pa.us

F. FEE SCHEDULE – PAYMENT

The contractor shall be paid upon submission of invoice with all required documentation no more frequent than weekly if a discount is provide. In the absence of a weekly discount for payment, payment will be made upon receipt within 30 days.

G. PRESENTATION PACKAGE

Submit with the RFP Response

The Butler Area School Districts seeks from all participating respondents' information that will assist the district in selecting the respondent who will provide the highest quality services at a fair and competitive price.

All respondents shall prepare a presentation package to be submitted with the RFP. The Presentation Package shall include at a minimum the following:

I. **Financial Criteria**

- A. Respondent will identify the cost percentages to be charged to the District in addition to the Substitute Teacher Salary. Specifically the information should include any taxes, worker compensation rates, Unemployment rate or percentages and any other cost that is included in the payroll cost calculation.
- B. The respondent will include the management fee/mark up to be charged that is in addition to the salary and payroll cost.
- C. Contract Expenses

Respondents are to note the following as it pertains to expenses related to the contract:

- Expenses; Related to Contract; Incidental
All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The Board will not reimburse any vendor for any incidental expenses related to the contract.
- Expenses Not Related to the Contract; District Procedures There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided by the respondent. The district will procure these services separately.
- Extraordinary Expenses
Extraordinary expenses to be incurred by the respondent in the performance of his/her duties may be brought to the Board prior to the actual expenditure. The Board, upon recommendation of the appropriate administrator, may consider reimbursing the expense, or the Board may procure the services separately.

- D. Any Other Cost
- E. The District has established a rate of pay of \$100 for all Substitute Teachers covered by this agreement.
- F. Respondent shall propose compensation for all positions.

II. **Management Criteria**

- A. Respondents should list all services to be rendered with their explanation in detail on how they will provide the services. Include a detailed description of the implementation timeline, including any necessary training of contractor's and/or district staff. Also include a description of the capabilities of the proposed absence management and substitute placement system.
- B. Respondents shall also provide evidence of how services of similar type were provided to other public schools in Pennsylvania. (Success stories only). Respondents, by submitting a proposal, acknowledge that they fully understand the scope of service, work and activity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

III. **Company Details and References:**

A. **Business Organization**

The respondent shall submit a full description of the business organization to include, but not be limited to:

- Name, address, phone, fax, website, e-mail address and other information other professional firm or individual;
- An organizational chart noting the names of all principals and partners;
- Resumes of key staff members;
- Description of the company's hiring, credentialing, training and evaluation process, and disciplinary procedures, with specific information on how the company will process Act 34, PA Child Abuse and PDE online Criminal Record Check.
- Other information concerning individuals of the professional firm that would assist the school district in the evaluation process.

B. **Qualifications; Relevant Experience**

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the school district in the evaluation and selection process. Such documentation shall include, but not be limited to:

- Evidence of providing services as listed in the specifications to public school districts;
- Three (3) letters of recommendation from public school districts in Pennsylvania;
- One (1) reference where the company was released from contract services either through non-renewal of an agreement or termination.
- Documentation of average substitute daily fill rate;
- Copies of all professional or educational licenses that are required to perform the services as listed in the specifications;
- Description of the web-based personnel management software that will facilitate the services to be provided;
- List of any judgments within the last three (3) years and/or a list of bankruptcy or reorganization proceedings within the last ten (10) years;
- Availability of personnel, facilities, equipment and other resources to provide the services requested; and
- Other information concerning the firm and/or individuals of the firm that would assist the school district in the evaluation process.

III. **Technical Elements**

- Respondent shall provide a description of the company's hiring, credentialing, training and evaluation process, and disciplinary procedures, management services.
- Other information concerning individuals of the professional

firm that would assist the school district in the evaluation process.

IV. Start Up/ Transition Plan

- Respondent will prepare a start -up plan for a contract with the District. The plan will identify the policies, procedures and steps that the respondent will put in place to ensure a successful program. In addition, the respondent will include a plan to transition from the start up plan to an operational support plan for any Substitute Teacher placed in the District.

H. EVALUATION PROCESS: METHODOLOGY OF AWARDING CONTRACT

All RFP responses are to be evaluated on the basis of whose response is the most advantageous to the district, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

Proposals will be scored based on financial criteria, management criteria, references, technical elements and startup/transition plan.

I. EVALUATION OF PROPOSALS

A committee will be utilized to evaluate proposals that have been submitted. Committee members are familiar with the need for services to be performed.

J. AWARD OF CONTRACT

It is the intention to award the contract to the respondent whose response is the most advantageous to the board, price and other factors considered; and who will provide the highest quality service at fair and competitive prices.

K. AUTHORIZATION TO WORK – PURCHASE ORDER REQUIRED

No service shall be rendered unless the successful respondent receives an approved purchase order authorizing the respondent to render the service.

L. CONTRACTS

Upon notification of award of contract by the Butler Area School District, the successful respondent shall sign and execute a formal contract agreement with the Board of Education. This RFP and the District's printed and signed purchase order are the minimum terms of a contract. Should the vendor require a specific contract, one should be included with the terms as part of the bid package.

The successful respondent shall sign and execute said contract and return it together with documents required by the district such as but not limited to:

- Professional Liability Certificate;
- Criminal History Background evidence;
- Other required documents as may be outlined in the proposal specifications.

Within ten (10) days of receipt of notification of award of contract, the executed contracts and related documents must be returned to:

Dr. Brian White, Superintendent
Butler Area School District
110 Campus Lane
Butler, PA 16001

M. BACKGROUND CHECKS

All providers for the services of this contract shall provide to the school district, prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a PA criminal history background check, PA Child Abuse Clearance and PDE FBI Background Check and that said checks indicates that no history record information exists on file for that worker.

Failure to provide proof for completion of three background checks for any employee coming in regular contact with students shall result in said employee from being disqualified in providing services.

If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately.

The contractor must submit the FBI registration number to the Manager of Human Resources in advance of start date for review and final approval. The District retains the right to not approve a sub at its sole discretion for any issues in the background clearance.

N. SIGNATURES REQUIRED

All documents returned to the Board shall be signed. Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected

O. EVALUATION OF CRITERIA

The school district intends to evaluate all proposals on the basis of the responses that are most advantageous to the district, price and other factors considered. Included in the evaluation process, but not limited to are:

- Experience and ability to perform services;
- Qualifications and references;
- Organization; staffing; facilities;
- Cost proposal;
- Knowledge of Butler Area School District and subject matter discussed in proposal;
- Other factors demonstrated in the respondent's presentation package that may be in the best interests of the school district.

P. HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951 et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non- discrimination clause in 16 PA Code 349.10

Q. INCIDENTAL EXPENSES

All incidental expenses related to the services provided are the responsibility of professional service provider. The school district will not reimburse any provider for any incidental expenses related to the contract.

Travel – The proposal costs submitted by respondents shall include any or all costs pertaining to travel to and from any site where the services are to be performed.

Butler Area School District will not pay any costs for travel. Travel time is not to be charged on any hourly or service rate. Travel time to and from the site of service is to be borne by the respondent.

R. INSURANCE: PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED

The successful respondent to whom the contract is awarded shall provide to the Board of Education with contract documents that include a Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Each Incident; Occurrence; Wrongful Act
\$2,000,000 Aggregate

The contractor will also provide evidence of General Liability and Automobile Liability with Combined Single Limits of Liability of \$1,000,000 each, workers compensation indicating “statutory” limits, and \$1,000,000 medical malpractice for nurses and psychologists.

The insurance certificate name as to the certificate holder shall be as follows and should remain in full force during the term of contract:

The Butler Area School District
c/o Heather Bonzo Assistant Business Mang.
110 Campus Lane
Butler, PA 16001

S. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any Respondent orally. Every request for such interpretations should be made in writing to the School Board Secretary and must be received at least ten (10) days prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. All addenda so issued shall become part of the contract document.

T. INFORMALITY OF BID AND ACCEPTANCE, REJECTION OR SELECTION OF QUOTATION

The School District expressly reserves the right to reject any or all proposals (in whole or in part, with or without cause, even if all stated requirements are met), to waive any informalities or irregularities in the proposals, and to accept that proposal or that combination of proposals which is in the best interest of the School District, in part or in whole. All pricing must be held for 90 days. The District reserves the right to negotiate terms and conditions.

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

U. Assignment

Neither party may assign any contract resulting from an award pursuant to this Request for Proposal.

Butler Area School District

Business Office
110 Campus Lane
Butler, PA 16001

Proposal Form

Substitute Teacher Staffing Service

The respondent by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal

Name _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Federal Tax ID Number _____

Phone Number () _____ Extension _____

Fax No. () _____ E-Mail _____

Authorized Agent _____ Title _____

Agent's Signature _____ **Date** _____

All proposals must be received no later than Thursday, February 7, 2019, **2:00 pm**. All proposals are to be sent to:

Dr. Brian White, Superintendent
Butler Area School District
110 Campus Lane
Butler, PA 16001

To be completed, signed below & returned with proposal.

Acknowledgement of Addenda

Proposal Date: **Thursday, February 7, 2019**

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The respondent shall list below the numbers and issuing dates of the Addenda.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

Non-Collusion Affidavit

Instructions:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 73 P.S. 1611 et sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids 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 bidder with responsibilities for the associated approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

Bid for: Substitute Teacher Staffing Services

State of _____ County of _____

I state that I am _____ (Title) of _____ (Name of my 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 price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of competitive bid.
4. The bid 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 non- competitive bid.
5. (name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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

Name: _____ Company/Position _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20_____

Notary Public: _____ My Commission Expires: _____