

Punxsutawney Area School District

Procurement of Behavioral Therapist Services

INSTRUCTIONS TO RESPONDENTS

I. RECEIVING, OPENING AND READING OF BID/RFP (Request for Proposals)

- A. Sealed Bids/RFPs shall be received by the Punxsutawney Area School District (“District”) for the procurement of **Behavioral Therapist Services**
- B. Bids/RFPs must be sealed in an envelope and clearly marked “**Behavioral Therapist Services**” They shall be received, in office, at the Punxsutawney Area School District Administrative Offices, Attn: Susan H. Robertson, Business Administrator, 300 Center Street, Punxsutawney, Pennsylvania 15767, until 10:00 a.m. on July 15, 2026. **Any BID/RFP received after this date and time shall be rejected.** Electronic submissions will not be accepted.
- C. Bids/RFPs shall be opened at 10:00 a.m. on July 15, 2026 in the board meeting room at 300 Center St. Punxsutawney, PA 15767.

II. PREPARATION OF BID/RFP

A. BID/RFP Packet.

- 1. The BID/RFP Packet may be picked up in the Business Administrator’s office, located at the above address, during the hours of Monday through Friday 8:00 a.m. until 2:30 p.m. or downloaded from the District’s website,
https://www.punxsy.k12.pa.us/apps/pages/index.jsp?uREC_ID=1129377&type=d&pREC_ID=1399939
- 2. The BID/RFP Packet shall contain: (i) a copy of these Instructions to Respondents; (ii) a Form of BID/RFP; (iii) a Non-Collusion affidavit; (iv) the “Agreement” which contains technical specifications for the Project; and (v) the Statement of Respondent’s Qualifications Form. These documents shall collectively be referred to as the “Contract Documents.”
- 3. All Respondents must register in person at the District upon picking up the BID/RFP Packet or, if downloading the BID/RFP Packet, must register as a Respondent by submitting an email to Susan Robertson at srobertson@punxsy.k12.pa.us and Ariel Robinson at arobinson@punxsy.k12.pa.us. Interested Respondents must leave their name, identity of entity if different than the name of the individual, address, telephone number and email address. A respondent’s failure to register and provide this contact information may result in the respondent failing to receive any addenda issued to the Contract Documents.

B. Execution of BID/RFP.

1. BID/RFP shall be printed in ink or typed on the various forms provided in the BID/RFP Packet. Respondents shall utilize the format outlined in the Form of BID/RFP supplied in the BID/RFP Packet, and submit said BID/RFP, in accordance with the following:
 - a. If the Respondent is an individual, the BID/RFP shall be executed by him, personally; his signature shall be witnessed; his business address, telephone number and facsimile number and email address shall be stated; and trade name employed in the conduct of his business shall be stated.
 - b. If the Respondent is a partnership, the BID/RFP shall be executed by one or more of the partners; the signature or signatures of the partner or partners so executing shall be witnessed; the name of the partnership shall be stated and the business address, telephone number, fax number and email address of the partnership shall be stated.
 - c. If the Respondent is a corporation, the BID/RFP shall be executed in the corporation's name and in the corporation's behalf: (1) by the President or Vice President and attested by the Secretary or an Assistant Secretary and the corporate seal shall be attached; or (2) by a duly authorized agent of the corporation whose authority to act, as of the date of the BID/RFP, shall be established by proof, in a form satisfactory to the District, submitted with the BID/RFP; the business address, telephone number, facsimile number and email address of the corporation shall be state; and, if the corporation is a foreign corporation, whether the corporation is registered to do business in Pennsylvania shall be stated.
2. All blank spaces shown in the Form of BID/RFP shall be completed. ***All amounts stated in the BID/RFP shall be stated in both words and figures.*** In the event of any discrepancy in the statement of any amount between words and figures, the statement of the amount in words shall govern.
3. Erasures, alterations or changes made by the Respondent in the completion of the BID/RFP shall be explained or noted appropriately over the signature of the Respondent. Changes and/or alterations to the documents in the BID/RFP Packet are not permitted, subject to the Addenda process articulated below.
4. The Respondent shall submit with the BID/RFP an executed non-collusion affidavit, which affidavit is included in the BID/RFP Packet.

5. The submission of the BID/RFP will indicate the Respondent has read and is familiar with and agrees to be bound by all Contract Documents concerning the BID/RFP.

III. RESPONDENT QUALIFICATIONS

- A. Respondent shall fill out and submit with its BID/RFP the Statement of Respondent's Qualifications Form which is included in the BID/RFP Packet.

IV. ADDENDA TO BID/RFP

- A. No verbal interpretation will be made as to the meaning of this or any other of the BID/RFP documents contained in the BID/RFP Packet.
- B. Every request for such an interpretation must be made in writing and sent via email to Susan Robertson at srobertson@punxsy.k12.pa.us and Ariel Robinson at arobinson@punxsy.k12.pa.us. The subject line should state "**Behavioral Therapist Services**". Any inquiry received seven (7) calendar days or more prior to the day the Bids/RFPs are due will be given consideration.
- C. If additional instructions or clarifications are deemed necessary by the District, the District will issue such necessary instructions or clarifications in the form of a written addendum.
- D. If an addendum is issued, it will be on file in the PASD Business Office and posted on the District's website, at least five (5) calendar days before the Bids/RFPs are due.
- E. In addition, such addendum will be mailed or emailed by the Business Office to each respondent who registered as a respondent for this Project, but it shall be the Respondent's responsibility to make inquiry as to addenda issued prior to BID/RFP submission. The District is not responsible for a Respondent's receipt or knowledge of addenda issued.
- F. All such addenda shall become part of the Contract Documents and BID/RFP Packet and all Respondents shall be bound by such addenda, whether or not received by the Respondent and whether or not acknowledged by the Respondent. The Respondent is deemed to have constructive knowledge of all addenda.
- G. Oral explanations and interpretations made prior to the BID/RFP opening shall not be binding.

V. IDENTIFICATION AND SUBMISSION OF BIDS/RFPs AND STANDARD OF QUALITY

- A. Each BID/RFP and non-collusion affidavit shall be enclosed in a sealed envelope, which envelope shall be addressed to the District as follows:

PUNXSUTAWNEY AREA SCHOOL DISTRICT
Business Administrator's Office,
Attn: Susan H. Robertson
300 Center Street, Punxsutawney, PA 15767

- B. Each envelope containing the BID/RFP shall show the name of the Respondent and shall state the name of the contract – **Behavioral Therapist Services**.
- C. Each BID/RFP received by the District after the time and date stated in Section I above will not be considered by the Board and will be returned to the Respondent unopened. The Respondent assumes the risk of delay in the mail. Whether sent by mail or by means of personal delivery, the Respondent assumes all responsibility for having the BID/RFP delivered on time.
- D. **Respondent is on notice that by submission of the BID/RFP, Respondent is agreeing to all terms, conditions, obligations and Technical Specifications set forth in the Agreement, which Agreement is included in these Contract Documents.**
- E. The various materials and products specified by name or description in the Technical Specifications set forth in Article II in the Agreement, which is included in the Contract Documents, are given to establish a standard of quality and of cost for BID/RFP purposes. It is not the intent to limit the Respondent, the BID/RFP or the evaluation of the BID/RFP to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed (or presume they are followed) by the words “or alternatives of the quality necessary to meet the specifications.” It is the responsibility of the Respondent to provide information necessary to illustrate to the District how the proposed alternative meets the specified minimum standard and otherwise meets the Specifications outlined in the Agreement. A BID/RFP containing an alternative which does not meet the Specifications may be declared to be non-responsive. A BID/RFP containing an alternative may be accepted but, if an award is made to that Respondent, the Respondent will be required to replace any alternatives which do not meet the Specifications at the price quoted in the BID/RFP.

VI. WITHDRAWAL OF BID/RFP

- A. Any Respondent may withdraw his/her BID/RFP after it has been received by the District if the Respondent shall make a request for withdrawal, in writing, and such request is received by the District prior to the time specified for the opening of BID/RFP.
- B. All BID/RFP shall be irrevocable for sixty (60) days after the date the BID/RFP are opened.

VII. AWARD OF CONTRACT OR REJECTION OF BID/RFP

- A. An award by the District, if made, will be to the lowest responsible Responder whose BID/RFP is deemed by the District to be responsive and in the best interest of the District. BID/RFP shall be awarded at a public meeting of the Punxsutawney Area School District Board of Directors within 60 days of BID/RFP opening. A list of PASD school board meetings is available on the District's website: [Board Meetings – School Board – Punxsutawney Area School District \(punxsy.k12.pa.us\)](http://punxsy.k12.pa.us)
- B. The District reserves the right to reject any or all Bids/RFPs. The District reserves the right to waive any defects, errors, omissions, mistakes or irregularities in the BID/RFP.
- C. The District reserves the right to consider such matters, facts and circumstances as shall be permitted by Pennsylvania and other applicable law in making a determination of whether a Respondent is a “responsible Responder.”
- D. The District, before awarding the BID/RFP, may require any Respondent, upon at least three (3) days request, to present evidence in form to be specified by the District, of the Respondent's experience, qualifications, financial ability and other matters reasonably related to his/her ability to perform and complete the obligations covered in his/her BID/RFP and/or are authorized dealers capable of providing the necessary services and warranties for the items they propose to furnish and install.

VIII. EXECUTION OF AGREEMENT, PERFORMANCE BOND AND INSURANCE

- A. Upon being awarded the BID/RFP, if an award is made, the successful Responder shall be notified that he/she was the successful Responder, which notice shall be directed to the contact information appearing in the BID/RFP.

END OF INSTRUCTIONS.

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AGREEMENT

Between

PUNXSUTAWNEY AREA SCHOOL DISTRICT

And

_____ **(insert name of Vendor)**

Re

Procurement of Behavioral Therapist Services

WHEREAS, the Punxsutawney Area School District (“District” or “School District”) advertised for sealed Bids/RFPs for the procurement of **Behavioral Therapist Services**; and

WHEREAS, after advertising for sealed Bids/RFPs for the Project, the District received a BID/RFP from _____ (“Vendor”) and determined that Vendor’s BID/RFP was the lowest responsive BID/RFP and that Vendor is a “responsible” Responder within the meaning of Pennsylvania and federal law; and

WHEREAS, the Board of Directors of the District determined it to be in the best interest of the District to award the Project to Vendor, as set forth in the Resolution passed by the Board at a public meeting held on *(date)* at *(time)*, located at *(location of meeting)*; and

WHEREAS, this Agreement (“Agreement” or “Contract”) describes all of the specifications with which the Vendor must comply for the Project and also sets forth all other obligations the Vendor agrees to in the completion of the Project; and

WHEREAS, the Instructions to Responders, which were part of the Contract Documents comprising the BID/RFP Packet, requires that this Agreement be executed by the Vendor and the District within ten (10) business days from the date the Board awards the BID/RFP to the Vendor.

AND NOW, on this ____ day of ____, 2026, the Punxsutawney Area School District and _____ *(insert name of vendor)*, intending to be legally bound, hereby agree to the following:

ARTICLE I. - GENERAL REQUIREMENTS

1. Incorporation of Contract Documents. All of the documents previously identified as “the Contract Documents” (including the Instructions to Responders, the non-collusion affidavit, the Statement of Responder’s Qualifications, Form of BID/RFP and any Addenda (if issued) are hereby incorporated into this Agreement as if fully set forth herein.

2. Insurance Requirements. Vendor agrees to maintain insurance sufficient to protect both Vendor and District from any and all claims and all other liability associated with Vendor’s work on the Project. Vendor agrees to provide District, upon signing this Agreement, with certificates evidencing it has acquired insurance coverage as set forth below. The District shall be named as an additional insured on the policies, and the policies shall defend the District for claims under this Agreement.
 - a. General Liability Insurance

General Aggregate	\$3,000,000
Products Comp/Operations Aggregate	\$3,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

 - b. Automobile Liability \$1,000,000

 - c. Excess Liability – Other Than Umbrella Form

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

 - d. Worker Compensation and Employers Liability

Each Accident	\$500,000
Disease- Policy Limit	\$500,000
Disease –Each Employee	\$500,000

3. Standard of Quality. The various materials and products specified by name or description in the Technical Specifications set forth in Article II below are given to establish a standard of quality and of cost for BID/RFP purposes. It is not the intent to limit the Responder, the BID/RFP or the evaluation of the BID/RFP to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed (or presume they are followed) by the words “or alternatives of the quality necessary to meet the specifications.” It is the responsibility of the Responder to provide information to District to

illustrate the proposed alternative meets the specified minimum standard and otherwise meets the Technical Specifications outlined herein. A BID/RFP containing an alternative which does not meet the Technical Specifications may be declared to be non-responsive. A BID/RFP containing an alternative may be accepted but, if an award is made to that Responder, the Responder will be required to replace any alternatives which do not meet the Specifications at the price quoted in the BID/RFP.

4. Pennsylvania Law Requirements. The Parties agree to comply with all applicable Pennsylvania and local laws, statutes, ordinances, codes, rules, regulations, standards, order and other requirements of any kinds, including but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers' compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials, including but not necessarily limited to the following:

- a. Taxes.

- i. Vendor understands and acknowledges that School District is exempt from payment of all state and local sales and use tax. As such, Vendor agrees that it shall utilize a Pennsylvania Exemption Certificate provided by School District to procure any and all materials, including any supplies and equipment related to the Project to avoid payment of any unnecessary tax, as may be permitted by law.
- ii. School District shall complete or provide copies of the Pennsylvania Exemption Certificate for Vendor as reasonably required.

- b. Independent Vendor; Further Assurances and Assistance.

- i. All work performed by any vendor or subvendor or any person on their behalf under this Agreement shall be performed as an independent vendor and not as an agent of School District. Neither party shall be considered the employees or agents of the other. Neither party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization.
- ii. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

- iii. In the event that any claim, demand, suit, or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any third party against a party to this Agreement, the other party shall, at its own cost and expense, provide the party against whom such claim is instituted with all reasonable information and assistance in the defense or other disposition thereof.
- c. Pennsylvania Human Relations Act Nondiscrimination Clause. During the term of this Agreement, Vendor agrees as follows:
- i. Vendor shall not discriminate against any employee, applicant for employment, independent vendor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex.
 - ii. Vendor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Vendor may be declared temporarily ineligible for further District contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
 - iii. Vendor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subvendor.
 - iv. The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
- d. Discrimination Prohibited. Pursuant to 62 Pa.C.S.A. §3701, the Vendor agrees to the following:
- i. In the hiring of employees for the performance of work under the contract or any subcontract, no vendor, subvendor or any person acting on behalf of the vendor or subvendor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. No vendor or subvendor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

- iii. The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.
- e. Workers Compensation. The Vendor shall submit a Certificate of Insurance annually to the District providing a worker's compensation insurance policy as required by law.
- f. Right-to-Know Law.
 - i. The Pennsylvania Right-to-Know Law (the "RTKL"), 65 P.S. §§ 67.101-3104, applies to this Contract.
 - ii. Unless Vendor provides School District, in writing, with the name and contact information of another person, School District shall notify Vendor using the information provided by Vendor in the contact information provided in this Contract if School District needs Vendor's assistance in any matter arising out of the RTKL. Vendor shall notify School District in writing of any change in the name or the contact information within a reasonable time prior to the change.
 - iii. It is acknowledged that records which are directly related to the provision of the service contemplated by this Agreement are subject to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 - 67.3104 (the "RTKL"). Upon notification to the Vendor that the School District has received a request for records under the RTKL which pertains to the service contemplated by this Agreement, the Vendor shall fully assist the School District in responding to the request. Such assistance shall include, at a minimum, providing the School District, within five (5) business days, access to, and copies of, any document or information arising out of the Agreement in the Vendor's possession that the School District deems a Public Record ("Requested Information") and providing such other assistance as the School District may request.

- iv. If the Vendor fails to provide the Requested Information to the School District within the required time period, the failure shall be considered an event of default, and the Vendor shall pay, indemnify and hold the School District harmless for any damages, penalties, detriment or harm that the School District may incur as a result of the Vendor's failure, including reasonable attorney's fees incurred by the School District in the administration of the Right-to-Know Request and any appeal therefrom.
- v. If the Vendor refuses to supply the Requested Information, and the Pennsylvania Office of Open Records or the Pennsylvania Courts determine that a record in the possession of a Vendor is a public record, in addition to the foregoing, liquidated damages of \$100 per day will be assessed for each calendar day beyond the date the Vendor was required to provide the record by the Pennsylvania Office of Open Records, or, upon appeal, the Pennsylvania Courts. The Vendors duties under this section shall survive the termination of this Agreement and as long as the Vendor has Requested Information in its possession. Upon notification by the Vendor that certain information required to be supplied to the School District contains trade secret or confidential or proprietary information, School District shall protect the confidentiality of Vendor's proprietary or confidential information included in the data provided.
- g. Clearances. Vendor shall ensure that all employees or subvendors doing work for the District pursuant to this Agreement have acquired all required background checks pursuant to Pennsylvania and federal law. Copies of the clearances must be filed with the School District, prior to workers performing work on the site. The cost of obtaining the clearances shall be the responsibility of the Vendor. The clearances shall not be more than one (1) year old. Those clearances required include but are not necessarily limited to:
 - i. PENNSYLVANIA STATE POLICE CRIMINAL HISTORY RECORD – Section 111 of Pennsylvania Public School Code, 24 P.S. §1-111 and 1-111.1.
 - ii. PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE RECORD - ACT 151. Child Protective Services Law (House Bill 1001, Printers No. 4353, Act 151 of 1994 that amends the CPSL). All workers must submit a clearance statement from the Department of Public Welfare's Statewide Central Register of founded and indicated reports of child abuse and student abuse.

- iii. FEDERAL (FBI) CRIMINAL HISTORY RECORD: Act 114 of 2006, Section 111 of the Public School Code, amended April 1, 2007.
 - iv. ARREST/CONVICTION REPORT AND CERTIFICATION FORM: ACT 24 (under Act 24 of 2011 and Act 82 of 2012)
 - v. COMMONWEALTH OF PENNSYLVANIA SEXUAL MISCONDUCT/ABUSE DISCLOSURE RELEASE (Act 168 of 2014)
5. Federal Law Requirements. Federal funds are being used to pay for all or part of this Project. The Parties agree to comply with all applicable federal laws, statutes, ordinances, codes, rules, regulations, standards, order and other requirements of any kinds, including but not necessarily limited to the following:
- a. Default; Notice and Cure; Remedies.
 - i. Event of Default. The Vendor shall provide the School District with notice of the occurrence of an Event of Default within five (5) business days of the occurrence. Each of the following constitutes an Event of Default by the Vendor under this Agreement:
 - 1. Failure by the Vendor to comply with any term, covenant, or condition set forth in this Agreement.
 - 2. The Vendor's (a) filing for bankruptcy, (b) making any assignment for the benefit of creditors, (c) consent to the appointment of a trustee or receiver, (d) insolvency, as defined under applicable law, or (e) the filing of an involuntary petition against the Vendor under the Federal Bankruptcy Code or any similar state or federal law, said petition remaining un- dismissed for a period of forty-five (45) days.
 - 3. Default in the performance of the Services by the Vendor under this Agreement.
 - 4. Any material misrepresentations by the Vendor in this Agreement or otherwise made by the Vendor directly to the School District in connection with the School District's decision to execute, deliver, and perform this Agreement.
 - 5. Indictment of or other issuance of formal criminal charges against the Vendor, or any of its directors, employees, or agents that are performing Services under this Agreement.
 - ii. Notice and Cure. If the Vendor commits or permits an Event of Default, the School District shall notify the Vendor in writing of

its determination that an Event of Default has occurred. The Vendor shall have ten (10) business days from receipt of that notice to correct the Event of Default.

- iii. Remedies. If the Vendor does not cure the Event of Default within the abovementioned period allowed by the School District, then the School District may, without further notice or demand to the Vendor, invoke and pursue any or all of the following remedies:
 1. Terminate this Agreement by giving the Vendor a Notice of Termination.
 2. Perform, or cause a third party to perform the Services under this Agreement, in whole or in part. The Vendor shall be liable to the School District, as damages, for all expenses incurred by the School District in securing an alternative party to perform the Services.
 3. Any other legal or equitable remedy available to the School District, including, but not limited to, a legal action for breach of the Agreement and damages against the Vendor.
- b. Termination. In addition to termination pursuant to Section I.9.(a) above, the School District may terminate this Agreement, for its convenience, in its sole discretion, upon fourteen (14) days' prior written Notice of Termination to the Vendor of the School District's termination of this Agreement, without penalty, cost or liability to the School District. If the School District terminates this Agreement, the School District shall pay the Vendor for all Services satisfactorily completed before the effective date of the Notice of Termination.
- c. Equal Opportunity Employer.
 - i. Except as otherwise provided under 41 CFR Part 60, for all contracts that meet the definition of "federally assisted construction contracts" in 41 CFR Part 60-1.3, the Vendor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
 - 4) During the performance of this contract, the Vendor agrees as

follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

- d. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Vendor will include the language of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subvendor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subvendor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

- 5) The Vendor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 6) The Vendor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subvendors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 7) The Vendor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and sub-Vendors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- d. Wage Rates – Davis-Bacon Act. Due to the fact this Project is funded by both federal and state funds, both the Federal Government Department of Labor’s Davis-Bacon Act (DBA) Wage Determinations (WDs) and the Pennsylvania Prevailing Wage Rates apply. Vendors shall compare the Federal and State Wage Rates for each classification of work. The higher Rate shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term thereof. Vendors shall be responsible to comply with all related administrative functions as required by both the U.S. Department of Labor (<https://sam.gov/content/wage-determinations>) and the Commonwealth of Pennsylvania (www.dli.pa.gov).
- e. Contract Work Hours and Safety Standards Act. In the event the Contract has a value in excess of One Hundred Thousand Dollars (\$100,000) and involves the employment of mechanics or laborers, Vendor will adhere to the Contract Work Hours and Safety Standards Act, 40 U.S.C. §3701 et seq. and the Vendor must will compute the wages of every laborer involved with the Project on the basis of a standard forty (40) hour work week. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- f. Clean Air Act and Federal Water Pollution Control Act. In the event the Contact has a value in excess of One Hundred and Fifty Thousand Dollars (\$150,000), the Vendor will ensure that it complies the Clean Air Act, 42 U.S.C. §7401 et seq. and the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., in addition to all applicable standards, orders, or regulations issued in accordance with the Acts. Any violations will be reported to the Regional Office of the Environmental Protection Agency.
- g. Debarment or Suspension. The Vendor represents that it is not listed on the government-wide exclusions in the System for Award Management in accordance with the OMB Guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. SAM Exclusions contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authoring other than Executive Order 12549.
- h. Byrd-Anti Lobbying Amendment. Where the value of the Contract is in excess of One Hundred Thousand Dollars (\$100,000), Vendor must file the Certification attached hereto as Appendix A with the School District. Vendor certifies that it will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining this or any other federally funded contract, grant, or any other award under 31 U.S.C. §1352.
- i. Prohibition on Huawei Technologies Equipment. The Vendor is

prohibited from obtaining or entering into a contract to obtain telecommunications technologies described in Public Law 115-232, section 889, namely telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, or any subsidiary or affiliate of such entities.

- j. Preference for Domestic Products. The Vendor will have a preference and will use, to the greatest extent practicable, goods, manufactured products, or materials produced in the United States when performing work on this Project.
- k. Disposal Act. The Vendor will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- l. Right to Make Inventions Made Under a Contract. In the event that the work contemplated under this Contract meet the definition of “funding agreement” under 37 CFR 401.2(a) and the Contract is with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work, the Vendor must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations as may be applicable.
- m. Socioeconomic Affirmative Steps. When soliciting subvendors, Vendor shall, in accordance with 2 C.F.R. §200.321(b)(6):
 - i. place qualified small and minority businesses and women’s business enterprises on solicitation lists,
 - ii. assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources,
 - iii. divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises,
 - iv. establish delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women’s business enterprises, and
 - v. use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- n. Hazardous Materials.
 - i. The term "Hazardous Materials” shall mean any material or substance within the meaning and definition for “Hazardous Substance” and/or “Hazardous Waste” as those terms are

employed and set forth in the Pennsylvania Hazardous Waste Cleanup Act and the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 USC § 6901 et seq., and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 USC § 6901 et seq., and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof and petroleum releases; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling, including, but not limited to, asbestos or polychlorinated biphenyl (PCB); and, (e) any infectious or medical waste or environmental contamination as defined by any applicable federal or state laws or regulations.

- ii. Vendor shall immediately notify School District, both orally and in writing, of the presence and location of any physical evidence of, or information regarding the presence of Hazardous Materials at the Premises of which it becomes aware. If Vendor encounters Hazardous Materials on the Project site, Vendor shall (a) immediately stop performance of Project or that portion of the Project affected by or affecting such Hazardous Materials; (b) secure the contaminated area against intrusion; (c) not disturb or remove the Hazardous Materials; (d) not proceed, or allow any subvendor or supplier to proceed, with any work on the Project or other activities in the area affected by such Hazardous Materials until such materials have been properly remediated and until directed in writing to do so by School District; and, (e) take any other steps necessary to protect life and health and the surrounding environment. With the written consent of School District, Vendor may be entitled to adjustment of the Time for Completion and the Contract Price in order to compensate for the impact of any required demolition, rework, shutdown, delay, protection of work, disruption, and start-up resulting from the encountering of such Hazardous Materials on the Project site for which Vendor is not responsible.
- iii. Vendor shall not select, install or otherwise incorporate any products or materials containing Hazardous Materials within the boundaries of the Premises unless the products and materials are specifically required in the Specifications. Should Vendor, any subvendor or material supplier engaged by Vendor have knowledge that, or believe that, an item, component, material,

substance, or accessory within a product or assembly selected by Vendor may contain Hazardous Materials, not in accordance with the definition set forth herein above, it is Vendor's responsibility to secure a written certification from the manufacturer of any suspected material which identifies the specific Hazardous Material(s) contained, together with the Material Safety Data Sheets (MSDS) for such materials. A copy of the written certification shall be submitted to School District.

o. United States Department of Agriculture – Non-Discrimination Statement.

- i. In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
- ii. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.
- iii. To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. Fax: (833) 256-1665 or (202) 690-7442; or

3. Email: intake@usda.gov

6. Safety. It shall be the responsibility of the Vendor and the Vendor shall require employees to wear all appropriate safety equipment and use good safety practices when working at the Project site.
7. Retainage/Invoicing/Payment.
- a. Payment shall be approved upon receipt of the invoice and all units and service in a condition acceptable to Punxsutawney Area School District at its sole discretion where said payment has been approved by the Board of School Directors at its regularly scheduled monthly meeting. Both parties shall mutually agree to the satisfactory completion of work prior to final payment.
 - b. Invoices must show the purchase order number and/or project identification. Invoices will be paid after the board meeting upon verification of delivery or completion of approved items. All invoices must be sent to the following address:

Punxsutawney Area School
District
c/o Business Administrator
300 Center Street
Punxsutawney, PA 15767
8. Indemnification and Hold Harmless Agreement. The Vendor shall indemnify and hold the District harmless against any and all suits or actions of any kind and description brought against the District or its officers, agents, servants, from damages or costs to which it or they or any other person may be put by reason of any injury to a person or property resulting from the performance or nonperformance of the Vendor's obligations under this Agreement.
9. Entire Agreement. This Agreement constitutes the entire agreement (with the addition of the Contract Documents) between the parties and neither of the parties shall be bound by any promises, representations or agreements except as are herein expressly set forth. Time is of the essence of this agreement. All warranties and representations of the Vendor shall survive the final payment and acceptance of the work.
10. Controlling Law. This Agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of laws rules of that or any other jurisdiction, except that Federal law shall also apply to the extent relevant. All disputes arising under or related to this Contract shall be subject to the exclusive jurisdiction of the Court of Common Pleas of Jefferson County, Pennsylvania. In the event that Court lacks subject matter jurisdiction over the dispute, that dispute shall then be subject to the exclusive jurisdiction of the United States

District Court for the Western District of Pennsylvania. The District and Vendor consent to the jurisdiction of these two Courts and agree not to raise any defenses of personal jurisdiction to any matter brought under the Courts designated by this Section.

11. Assignability/Sub-Vendors. The Vendor agrees that the obligations under this Agreement and the BID/RFP Documents are not assignable nor capable of being fulfilled by anyone other than the Vendor unless written permission is received by the District. If the District agrees the Vendor may sublet any portion of the work, the Vendor remains responsible for the faithful performance of any work sublet. The subvendors are required to comply with all provisions of this Agreement and the Contract Documents.
12. Tobacco, Alcohol and Drugs. The District prohibits the possession, use or distribution of alcohol, drugs or use of tobacco products (including vapes) on school property. Vendor shall ensure all employees, subvendors or any other person entering District property pursuant to performance of this Agreement shall comply with this policy.
13. Change Orders. Any changes, substitutions or modifications to the specifications contained in this Agreement must be approved in writing by the Superintendent prior to any changes, substitutions or modifications being made. If Vendors fails to obtain prior written authorization for modification, Vendor shall be required to remove product at Vendor's expense and replace with product that is consistent with BID/RFP specification.

ARTICLE II. – BEHAVIORAL THERAPIST SERVICES SPECIFICATIONS

PROPOSAL SPECIFICATIONS – JOB DESCRIPTION BEHAVIORAL THERAPIST SERVICES

Behavioral Therapist

Purpose of providing effective, quality research-based support and services to students, their families and school staff to meet the student's behavioral needs within the school building. To assess, recommend, and provide effective interventions to reduce inappropriate behaviors, office discipline referrals, and increase instructional time for students within the classroom.

Qualifications

- Master level clinician with specialized training in behavior
- Preferred BCBA License
- Advance knowledge of FBA and PBSP's
- All relevant clearances to work with students in a school setting
- Access to transportation, as you will be in both buildings
- Experience working with students with disabilities

Desirable Characteristics

- Ability to establish a relationship of trust and respect with other professional staff, students, and parents
- Receptive to training
- Ability to take responsibility for maintaining a professional and confidential attitude concerning agency business, staff, student, and families
- Able to work without constant supervision
- Ability to assess student needs and encourage independence
- Ability to take responsibility for maintaining a professional and confidential attitude concerning agency business, staff, students, and families
- Ability to assess student needs and encourage independence
- Dependable, highly motivated and shows initiative
- Ability to plan and organize work

Physical Requirements

- Lift and carry objects over 30 pounds
- Reach overhead
- Bend to reach objects from the floor
- Stand for an extended period of time with reasonable breaks
- Sit for an extended period of time with reasonable breaks
- Assist in relocating office furniture
- Operate office machines
- Vision and hearing within normal limits

Administration

- Timely completion and submission of required paperwork
- Completes training and supervision requirements as required
- Complies with administrative memos
- Cooperates with administrative/office staff and agencies
- Contract assigned Supervisor(s) with concerns
- Participates in required meetings and training as scheduled
- Maintains current regulatory requirements for good standing

Assessment and Consultation

Goal: Availability to provide assessment and consultation services to special education students, their teachers and other school personnel to assist them in understanding the student's needs

- Participate in phone calls/conferences/team meetings with families, outside agencies and school district representatives to address the unique needs of the individual student, as directed by school personnel
- Consult, as needed, with regular and special education teachers, and other school personnel, to coordinate the student's behavioral and emotional needs as it pertains to their positive school experience
- Provide consultation services for students experiencing lack of success in school due to behavioral, social and emotional barriers
- Engage students in school related activities/tasks to access barriers to academic success and assist with providing teachers and school personnel with and feedback related to increasing school success
Participate in meetings as required by school personnel

Behavioral Intervention

Goal: Availability to assess, develop, implement and monitor behavioral interventions for identified students

- Provide group, individual and/or behavioral supports to identified students as needed
- Coordinate and consult with appropriate school personnel on any identified behavioral concerns impacting school success
- Assist students with identifying and addressing any behavioral barriers to school success
- Design, implement and monitor any behavioral interventions, if needed, to address identified barriers to school success
- Engage in activities and/or presentations, in cooperation with the special education teachers, to provide information on behavioral supports, or topics deemed appropriate by school personnel

Case Management

Goal: To promote communication and cooperation between stakeholders and to assist students and staff in accessing instruction and reducing discipline incidents

- Act as a liaison between parents, outside agencies and the school district to address identified areas in a student's life that affect his/her school adjustment

Training

Goal: To participate in required in-house and appropriate out-of-house training and to provide training to staff as appropriate upon request

Objectives/Activities:

- Participate in required school training
- Complete appropriate paperwork to document completed training

Documentation

Goal: Availability to maintain documentation requested by the school, that complies with documentation and confidentiality requirements of students IEP's

- Maintain accurate and timely records of services provided if requested by school personnel
- Maintain any school requested paperwork for purposes of monitoring and reporting progress to parents, schools and outside agencies in accordance with confidentiality guidelines

Other duties as assigned

Goal: To complete other tasks as requested by supervisor(s)

- Complies with all memos and procedures, immediately upon receipt
- Complies with supervisors' requests within deadlines given

Term of agreement/Days of employment

Services for School Year 2026-2027 180 days @ 7.5 hrs/day

The contract shall also include the following language: The District has sole discretion to approve and, after approval, remove the Contractor's employee assigned to the District. Should the District exercise either of said rights, the Contractor shall, in a timely fashion, make good faith efforts to find a replacement employee.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed the day and year written first written above.

PUNXSUTAWNEY AREA SCHOOL
DISTRICT

By _____
PASD Board of School Directors

Vendor

Date: _____

Date: _____

By _____
PASD Board Secretary

Date: _____

2480134.v1

APPENDIX A

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(TO BE SUBMITTED WITH EACH BID/RFP OR OFFER EXCEEDING \$100,000)**

The undersigned [Company] _____ certifies, to the best of his or her knowledge that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, [Company], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S. C. §3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Vendor’s Authorized Official

Name and Title of Vendor’s Authorized Official

Date: _____

Non-Collusion Affidavit. In accordance with Section II.B.4 Instructions to Respondent, the Respondent has executed and submitted with this BID/RFP a non-collusion affidavit.

Statement of Respondent's Qualifications. In accordance with Section V of the Instructions to Respondent, the Respondent has completed the Respondent's Qualifications Form and submitted that Form with this BID/RFP.

Terms and Conditions. The Respondent acknowledges and agrees to be bound by the Instructions to Respondent, the BID/RFP Specifications (which are articulated in the Agreement) and, if the Respondent is named the lowest responsible Respondent, the Agreement. The Respondent agrees to execute and be bound by the terms of the Agreement within ten (10) business days from the date the BID/RFP is awarded.

The Proposal meets all the UGG Requirements, including those found under: ECFR :: Appendix II to Part 200, Title 2-Contract provisions for Non-Federal contracts under Federal awards

Our company is not found on the Federal Debarment list found at: Sam.Gov Debarred Vendor Search

MBE/WBE. The Respondent attests it IS/_____ IS NOT an entity that qualifies as a small and minority business or women's business enterprise within the meaning of 2 C.F.R. §200.321.

WITNESS:

Typed Name of Authorized Person

Title

Signature

Date

Punxsutawney Area School District

Behavioral Therapist Services

STATEMENT OF RESPONDENT'S QUALIFICATIONS

The following questions are to be answered in a clear and comprehensive manner. If necessary, questions may be answered on a separate attached sheet. The Respondent may submit such additional information as the Respondent may desire.

1. NAME OF RESPONDENT: _____

2. ADDRESS: _____

3. HOW MANY YEARS HAS THE RESPONDENT BEEN IN BUSINESS RELATED TO THE SERVICES REQUIRED TO PERFORM THE WORK TO COMPLETE THE PROJECT AND AS OUTLINED IN THE CONTRACT DOCUMENTS?

4. LIST THE NAMES AND PHONE NUMBER OF REPRESENTATIVES/REFERENCES OF FIVE SUCCESSFUL PROJECTS SIMILAR TO THIS BID/RFP:

a. _____

b. _____

c. _____

d. _____

e. _____

THIS STATEMENT IS DATED ON THE _____ DAY OF _____, 2026.

NAME OF RESPONDENT: _____

BY: _____

Punxsutawney Area School District

NON-COLLUSION AFFIDAVIT

Re: Behavioral Therapist Services

Commonwealth of Pennsylvania
County of _____

I state that I am _____ (Title) of _____ (name of my partnership, corporation or business, hereinafter referred to as "entity") and that I am authorized to make this affidavit on behalf of said entity, and its owners, directors, and officers. I am the person responsible in my entity for the price(s) and the amount of this BID/RFP.

I state that:

1. The price(s) and amount of this BID/RFP have been arrived at independently and with-out collusion, consultation, communication or agreement with any other vendor, Respondent or potential Respondent.
2. Neither the price(s) nor the amount of this BID/RFP, and neither the approximate price(s) nor approximate amount of this BID/RFP, have been disclosed to any other entity or person who is a Respondent or potential Respondent, and they will not be disclosed before BID/RFP opening.
3. No attempt has been made or will be made to induce any entity or person to refrain from Responding on this contract.
4. The BID/RFP of my entity is made in good faith and not pursuant to any agreement or discussion with or inducement from, any entity or person to submit a complementary or other non- competitive BID/RFP.
5. _____(my name or name of my entity) its affiliate, 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 Responding on any public contract, except as follows:

I state that _____, (my name or name of my entity) understands and acknowledges that the above representations are material and important, and will be relied on by the Punxsutawney Area School District in awarding the Agreement for which this BID/RFP is submitted. I understand and my entity understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Punxsutawney Area School District of the true facts relating to the submission of Bids/RFPs for this Project.

Typed Name of Authorized Person

Title

Signature

Sworn to and subscribed before me
this ___ day of _____, 20__

Notary Public

Date