

REQUEST FOR PROPOSALS FOR CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM

*Issued by: Allegheny Intermediate Unit
475 East Waterfront Drive • Homestead, Pennsylvania 15120*

Issue Date: September 10, 2024

PROPOSAL DUE DATE:
October 11, 12:00 p.m. EST



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PART 1 - GENERAL INFORMATION

BACKGROUND

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified vendors for a customer relationship management (CRM) system to be provided to the Allegheny Intermediate Unit (AIU). The AIU is committed to enhancing operational efficiencies and communication within the organization. A CRM serves as a pivotal tool in managing and analyzing our interactions with current and potential stakeholders, including school districts, educators, and various community partners. Moreover, a well-implemented CRM system supports our strategic objectives by providing data-driven insights, helping us tailor our services to meet the evolving needs of educational community we serve, and fostering a culture of continuous improvement and innovation.

The AIU is not a school district. Rather, it is a liaison to the Pennsylvania Department of Education and provides a wide array of educational services related to professional development, special education, workforce development, early childhood education and community education. The AIU operates 10 community-based family centers, three special education schools employs approximately 1,200 educators at about 400 unique sites. With nearly 130 programs for infants, young children, students and adults, the AIU is the largest intermediate unit in the state.

Any award for the provision of services described herein is contingent upon final approval of an agreement for services by the AIU's Executive Director and Board of Directors.

ISSUING OFFICE

The Issuing Office is the official and single point of contact with regard to all matters relating to this RFP.

Any questions or requests for additional information should be sent via email to the following issuing officers:

Richard Platts
Chief Technology Officer
475 East Waterfront Drive
Homestead, PA 15120
Email: AIUCRMRFP@aiu3.net

Michelle Stover
Technical Project Manager
475 East Waterfront Drive
Homestead, PA 15120
Email: AIUCRMRFP@aiu3.net

Executive-level support for this RFP is provided by:

Richard Platts
Chief Technology Officer
475 East Waterfront Drive
Homestead, PA 15120
Email: AIUCRMRFP@aiu3.net

SUBMISSION OF PROPOSALS

All proposals must be submitted to the Issuing Office via email and in print form. All final proposals must be received by the AIU by **Friday, October 11, 2024 by 12:00 p.m. EST (our clock). Proposals received after this time will not be reviewed or considered.** Neither the AIU nor any consultants supporting the RFP effort are liable for any costs incurred by a provider in preparing a response to the RFP.

Each proposal should include all requested information, be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements and an understanding of the AIU's needs and priorities.

Number Of Copies

Respondents must submit two complete hard copies of their entire proposal and an electronic copy in PDF format via email to AIUCRMRFPA@aiu3.net. Hard copies of proposals may be mailed or hand delivered and must be received by the AIU by **Friday, October 11, 2024 at 12:00 p.m. EST (our clock).** Hard Copies should be addressed to: **Customer Relationship Management RFP, Allegheny Intermediate Unit, 475 East Waterfront Drive, Homestead, PA 15120.** All proposal envelopes shall be clearly marked "**Allegheny Intermediate Unit – Customer Relationship Management RFP.**" Vendors shall assume full responsibility for the timely delivery at the location designated for receipt of proposals.

Format

Each hard copy of the proposal should be bound in a single volume and marked either original or copy. All documentation submitted with the proposal should be bound in that single document. Proposals should include all information requested in this RFP and concisely describe the respondent's capability to satisfy the requirements of the RFP. The respondent may include any additional information relevant to their proposal as a supplemental exhibit to the proposal.

Specific Instructions For Proposal

All proposals must include the information described below and conform to the format requested below. All pages (excluding the cover) should be numbered in a sequential and orderly fashion. All proposals should be prepared in a professional manner and should include the following items:

- *Cover Letter* – Include name of organization, the name, address, e-mail address and telephone number of the person to be contacted for potential follow up to the proposal.
- *Table of Contents* – Include the page numbers on which information can be found.
- *Letter of Transmittal* - Include the name of the respondent's project manager. The proposal must be signed, with an original signature, by an official authorized to bind the provider to its provisions. The letter of transmittal shall include an introduction of the respondent's company, the name, address, e-mail address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the RFP. The letter should also include an expression of the service provider's understanding of the services desired and its ability to meet the requirements of this RFP.

- *Executive Summary* – This is an overview of the respondent’s proposed solution and should include a description of all proposed services and additional proposed service categories as required.
- *Response* – This section should include a description of how respondent’s solution incorporates/meets the desired functionality set forth in Appendix B attached hereto. The response should also include a proposed discovery plan, project plan, project schedule, project timeline, deliverables, disaster recovery plan and a description of total cost to the AIU for implementation of the proposed solution. In responding to the desired functionality of Appendix B please be sure to clearly reference the ID numbers listed in the Appendix. The AIU reserves the right to determine responsibility of the submitting party and its proposal. The proposed go-live date of the new system is **January 31, 2025** or earlier.
- *Team/Employee Information* – Include names and relevant qualifications and experience of the employees or contractors that would be responsible for implementing the proposed solution.
- *Financial Documents and References* – All respondents must provide the following documents with their responses:
 - References from five clients with description of work completed and representative samples of the work completed.
 - Financial statements for the last three years
- *Summary* – A summary of the overall proposal.
- *Changes* – Respondent must note and describe any proposed changes or exceptions to the terms and conditions of the AIU’s standard Services Agreement attached hereto as Appendix C or any other deviations from the RFP. Respondent should also submit a standard licensing/subscription agreement for all proposed products.
- *NON-COLLUSION AFFIDAVIT* – Each proposal must include a duly executed Non-Collusion Affidavit in the form set out in Appendix D as attached hereto. Failure to supply a properly executed affidavit will result in rejection of the proposal.

SIGNATURES

An original signature from respondent's authorized representative must appear on the original hardcopy cover letter of the proposal. Failure to provide the requested signatures may disqualify the proposal.

PROPOSAL DURATION

The proposal shall remain binding upon the submitting party, as a complete offer capable of acceptance by the AIU, for a period of 90 days from the date the proposal is received.

SERVICES AGREEMENT

The selected supplier shall enter into a definitive written agreement for the services described in the proposal in a form acceptable to the AIU. The AIU's standard Services Agreement is attached hereto as Appendix C. The AIU reserves the right to modify this form of agreement or put forth an alternative form of agreement at its discretion.

PRE-SUBMISSION INQUIRIES

Inquiries may be submitted **by email only** to: AIUCRMRFPAiu3.net. All answers will be posted to the AIU's CRM RFP web page at <http://www.aiu3.net>. A vendor pre-submission meeting will be held on **Friday, September 27, 2024 at 10:00 a.m. EST**. Click [here](#) to register for the meeting. In the event that the specifications or other material aspects of the RFP are altered, the AIU will issue an amendment to the RFP by posting the amendment with other RFP information on the AIU's website at www.aiu3.net. Please note that the AIU is subject to Pennsylvania's Right To Know laws and that information submitted in response to the RFP is subject to disclosure upon a valid request under the law. Any proprietary or confidential information should be clearly marked as such.

RESERVATION OF RIGHTS

The AIU may accept or reject any or all proposals, alter item quantities requested, or award a contract which in their judgment will be in the best interests of the Allegheny Intermediate Unit. Any conditions, exceptions, proposed substitutions and/or alternates, deviating from the specifications contained in the RFP must be clearly indicated in the proposal or pages securely attached thereto. Any proposed conditions, exceptions, substitutions and/or alternates will be considered in the context of all other proposals received by the AIU, and may adversely affect consideration of the proposal as a whole.

The AIU reserves the right to waive informalities or non-compliance with submission procedures.

The AIU will not consider proposals received after the deadline unless a decision is first made to reject all proposals.

The AIU reserves the right to determine responsibility of the submitting party and its proposal.

A contract may be awarded on the proposal as submitted or the AIU may request modifications to any proposal, or to negotiate separately with any source whatsoever, in any manner deemed to be in the best interest of the AIU.

CONTRACTOR INQUIRY

The vendor represents that a diligent inquiry of all necessary information has been made and that prices and fees listed include all costs incident to the services for which the prices are submitted. No adjustments will be made for vendor errors or omissions.

EXISTING CONDITIONS

The vendor must investigate all existing conditions affecting their proposal. This shall include but not be limited to current AIU usage patterns, service histories and other items.

ASSIGNMENTS AND SUBCONTRACTOR(S)

The services under this proposal shall not be transferred or assigned without written consent of the AIU.

INSURANCE

The selected service provider shall procure and maintain insurance coverage as outlined below and further described in the AIU's standard services agreement:

1. Commercial General Liability
 - Minimum acceptable limit of coverage is \$1,000,000 per occurrence, \$2,000,000 aggregate, \$2,000,000 products and completed operations.
 - Coverage must be written on a Standard ISO General Liability form (CG0001) and must not contain any specific exclusions relating to contractual, products/completed operations liability, contractor's protective liability, and explosion, collapse, and underground (XCU) property damage hazard.
2. Business Auto Liability Insurance
 - Minimum acceptable limit of coverage is \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - Coverage must include owned, hired, and non-owned vehicles.
3. Workers' Compensation
 - Must provide benefits as mandated by the state workers' compensation statute including Employers Liability with limits of \$100,000 bodily injury each accident; \$500,000 Disease policy limit; \$100,000 Disease each employee.
4. Environmental/Pollution Liability Insurance
 - If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants insurance with minimum acceptable limits of \$3,000,000 per occurrence is required. The AIU must be named as additional insured.

5. If vendor has access to owner's property, Employee Dishonesty Coverage, including third party coverage for client's property
 - Minimum acceptable limit of coverage is \$100,000.
6. Umbrella Coverage
 - Minimum acceptable limit of coverage is \$1,000,000 (\$3,000,000 preferred).
7. Cyber Liability/Data Breach
 - If contractor is providing web-based/cyber services or has access to owner's computer systems, websites, networks or other online content, Cyber Liability and Data Breach coverage shall be provided. Policy should include 3rd party privacy liability, network security liability, media liability and data breach coverage, with minimum limits of \$2,000,000 per claim, through the term of this agreement and for at least one year after.
 - Owner must be named as additional insured.
 - Coverage may be written on a "claims-made" basis.

The vendor shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the contract. The AIU reserves the right to require complete, certified copies of all required insurance policies at any time during the term of the contract.

CLEARANCES

The selected service provider is prohibited from providing services on AIU property in connection with its engagement by the AIU unless it obtains clearances acceptable to the AIU as provided herein. Prior to any employee providing services on AIU property in connection with this engagement, for each such employee the selected service provider shall furnish, the AIU with copies of a Pennsylvania State Police report of criminal history record information as required by 24 P.S. § 1-111(b); a Federal criminal history record as required by 24 P.S. § 1-111(c.1); and a certification from the Pennsylvania Department of Human Services as to whether the individual is named as an alleged perpetrator or perpetrator of child abuse (collectively, "clearances"). For each employee providing services at an AIU location, the selected service provider shall comply with the employment history review provisions of Act 168, 24 P.S. § 1-111.1. A failure to provide any or all clearances as required and/or to comply with the Act 168 employment history review requirements shall constitute a material breach of the Agreement and shall permit AIU to terminate the Agreement without further liability to the Independent Contractor.

SERVICE PROVIDER MINIMUM REQUIREMENTS

In addition to the other requirements described herein, the selected service provider must meet the following criteria:

- Must have developed and/or implemented a CRM system in at least the last 12 months and been in business (either independently or as a subsidiary) for at least the last five years.

EQUAL OPPORTUNITY/NON DISCRIMINATION

The AIU is an equal rights and opportunity educational organization. The AIU does not discriminate on the basis of race, color, age, creed, religion, gender, sexual orientation, ancestry, national origin, handicap/disability or any other category or characteristic protected by law. The AIU shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, consistent with the requirements of federal and state laws and regulations.

SELECTION OF PROPOSALS

The AIU intends to accept the proposal that provides the greatest overall value to the AIU based on its assessment of how well each proposal addresses the requirements described in the RFP. In order to be technically sufficient, a proposal must be fully responsive to all the requirements stated in this RFP. Other factors to be considered in the evaluation include the extent to which other desirable features are included in the proposal. The AIU reserves the right to select any proposal received as a result of this RFP, to reject all proposals, or to negotiate separately with any source whatsoever, in any manner deemed to be in the best interest of the AIU. The AIU represents that price is a significant factor but not the only factor of consideration in selecting a supplier, and expressly reserves the right to select the proposal it deems to be in the AIU’s best interest, whether or not the proposal represents the lowest proposed price for the services covered.

The AIU, in its sole best judgment, shall decide if an award will result from this RFP.

TIMELINE FOR SELECTION PROCESS

September 10, 2024	RFP released
September 27, 2024	Online vendor meeting at 10:00 am EST.
October 11, 2024	RFP proposals due to Issuing Office by 12:00 p.m. EST (our clock)
October 2024	Vendors interviewed
November 2024	Final vendor selected; terms and conditions of service agreement finalized
November 25, 2024	Vendor selection approved by the AIU’s Board of Directors
November 26, 2024	Work begins
January 31, 2025 (or earlier)	CRM goes live

PART 2 - STATEMENT OF WORK & NEED

PROJECT BACKGROUND

As part of its strategic goal, the AIU is committed to enhancing operational efficiencies and communication by conducting a comprehensive evaluation and implementation of a customer relationship management system, including analysis of features, functionalities, costs, compatibility and sustainability.

The CRM will be crucial for managing and evaluating our interactions with existing and prospective stakeholders, such as school districts, educators, and community partners. Furthermore, an effectively implemented CRM system will advance our strategic goals by delivering data-driven insights, allowing us to customize our services to the changing needs of the educational community we support, and promoting a culture of ongoing improvement and innovation.

NEEDS, PRIORITIES AND DESIRED FUNCTIONALITY

In its proposal, respondents should refer to the desired functionality described in Appendix B and address how the proposed solution addresses each item identified with an “ID” number. The proposal should explain, in detail, how each item will be provided and its total cost.

PROJECT PLAN AND SCHEDULE

A project plan must be submitted with the proposal identifying timelines leading up to and including the go-live target dates. The project plan needs to contain specific timelines and specific deliverables for measuring interim progress, allowing for identification of potential delay so that contingency plans can be discussed and executed to put the overall project back on schedule. In addition to the project plan, the vendor must provide a project summary that identifies the start date for billable services. Please provide any additional information necessary to describe the proposed project plan and schedule. Please also provide information regarding training, discovery process and disaster recovery plan.

PART 3 – PRICING

COSTS FOR SERVICES

Proposals must include completed cost breakdown sheets in a form similar to the example attached hereto as Appendix D making sure to address all of the desired functionality as outlined in Appendix B. Proposals must include a cost for **ALL** proposed services. Proposals should include and describe any pricing bands, price breaks or other discounts that are available to the AIU, particularly those relevant to support, maintenance, hardware, personnel, design and document transfer. **ALL** costs and fees for all aspects of the project, from start to finish, including, but not limited to, the discovery process, design, development, software and other licensing, hosting, support, maintenance contracts, data migration, disaster recovery plan, training, launch and other on-going and/or labor/non-labor related services should be included and sufficiently described in the proposal.

The respondent may use the format provided or another format; however, the following information must be included in the cost breakdown: name of project phrase, phase timeline, description, deliverable, cost, total cost of the phase, out-of-pocket expenses and project summary. Remember to reveal and explain **all costs and fees for all phases of execution and implementation.**

Any and all recurring and non-recurring costs and fees related to the implementation should be clearly identified and included. Failure to disclose all costs and fees associated with the proposal may result in rejection of the proposal.

PRICE QUOTATIONS

Following review of all proposals, the AIU may negotiate a finalized scope of work and fee schedule with its preferred supplier. If the AIU and the preferred supplier are unable to reach an agreement, the AIU may negotiate with other respondents until a contract is executed.

Proposed fees and prices quoted in the proposal shall not be withdrawn for 90 days from the date of the opening of proposals. All fees and prices must be fixed for the term of the agreement.

The AIU requires pricing transparency for actual work completed.

NOTE: The AIU is exempt from federal excise taxes, transportation taxes and state sales taxes.

PART 4 - CRITERIA FOR SELECTION

Each proposal will be primarily evaluated against the criteria identified below. The AIU reserves the right to modify the criteria or add additional criteria to reasonably judge overall value to the AIU. Following initial review and evaluation of the proposals, respondents may be invited to present further information to the project’s internal stakeholders.

Category
<p>Licensing</p> <ul style="list-style-type: none"> • Meets needs of agency from Appendix A • Vendor explicitly explains the licensing model for a full implementation of a CRM tool to meet the needs of the agency • Vendor provides for an incremental adoption strategy that allows for implementation by a robust pilot group followed by full implementation
<p>Desired Functionality</p> <ul style="list-style-type: none"> • Meets required specifications from Appendix B
<p>Supplemental Information</p> <ul style="list-style-type: none"> • Relevant experience and qualifications • Evidence of contractor’s ability to provide all the required services, references and financial documents • Contractor’s ability to form a partnership with and understand the AIU • References attesting to past performance and documenting viability of the firm • Evidence that the contractor provides a high-quality product and will provide excellent customer service
<p>Competitive Pricing</p> <ul style="list-style-type: none"> • Competitive pricing mindful of the budgetary constraints of K-12 Public Education • Cost of services and overall pricing • Itemized prices for system development, maintenance, support and training • Clarity and transparency of pricing structure – all costs are explained thoroughly in plain terms
<p>Planning and Scheduling</p> <ul style="list-style-type: none"> • Discovery plan and process • Project plan and schedule • Clarity and transparency of all proposed workflows and schedules
<p>RFP Submission</p> <ul style="list-style-type: none"> • Completeness of RFP document • Appearance and order of RFP document

Appendix A

Licensing

The AIU operates 10 community-based family centers and three special education schools, employing approximately 1,200 educators at about 400 unique sites. With nearly 130 programs for infants, young children, students, and adults, the AIU is the largest intermediate unit in the state. To effectively license a customer relationship management system for the AIU, it is essential to consider the diverse array of roles and responsibilities within the company, which include, but not limited to executive leaders, program directors, coordinators, educators, administrative assistants, and administrators.

Given the variety of job functions and the scale of operations, the CRM should be adaptable to meet the specific needs of each role, ensuring that all employees have access to the tools and information they require. The licensing strategy should include tiered access levels, where users are granted permissions based on their roles, allowing for seamless integration of job-specific workflows while maintaining data security and integrity. Additionally, guidance will be needed to ensure that the CRM is scalable, accommodating future growth and the evolving needs of the agency as it continues to expand its operations.

Approximate Staff Category Counts

Executive Leadership - 9
Program Directors & Coordinators – 100
Other Program Staff or Administrators - 250
Educators - 800
Support Staff – 200
Application Support Staff - 5

Appendix B

Desired Functionality

ID	Component	Comments
1	Customer Relationship Management System	<p>Back End:</p> <ul style="list-style-type: none"> • Cloud-based required <p>Front End:</p> <ul style="list-style-type: none"> • Ability for end-user to customize the user interface • User-friendly / ease of use • Cross-functional between end-users <p>Maintenance:</p> <ul style="list-style-type: none"> • Software support and maintenance <ul style="list-style-type: none"> ○ Telephone, Email and Support Portal functionality <p>Training:</p> <ul style="list-style-type: none"> • Administration • End-user <p>Mobile app</p> <p>Product produces insights based on information inputted (artificial intelligence)</p>
2	Lead Generation	<p>Marketing – Tracking of marketing campaigns.</p> <ul style="list-style-type: none"> • Lead-capture forms integrated with CRM platform • Lead-scoring to prioritize and manage potential customers • Automated follow-up and reminders
3	Contact Management	<ul style="list-style-type: none"> • Custom fields for contact information management • Relationship tracking, to visualize connections between contacts (and internal point persons) • Access controls to segment visibility by data field or customer category • Ability to label/categorize contacts (district contact, community partner, etc.) • Dynamic contact directory • Ability for end-users to track communications with a contact
4	Quote to Agreement	<p>Contract Management</p> <ul style="list-style-type: none"> • Integration of quote generation within CRM • Electronic signature and approval workflow capability (either built-in or integrated with leading e-signature/approval providers such as DocuSign, Microsoft Approvals, etc.) • Audit trails for document revision, approval, and signature • Ability to include fee for services information • Standard quote process • Generate service agreement letters
5	Market Research	<ul style="list-style-type: none"> • Survey and feedback tools integrated within CRM • Market trend analysis tools

6	Mass Communication	<ul style="list-style-type: none"> • Built-in email marketing functionality, with segmentation and personalization capability • SMS and social media integration • Campaign management and performance analytics • Ability to track communications
7	Document Library	<ul style="list-style-type: none"> • Secure document storage • Document version control and access logs • Integration with leading external document management tools
8	Reporting	<ul style="list-style-type: none"> • “Canned” reports for common data export needs • Ability to customize reports • Export capabilities, including programmatic exports via API and/or scheduled output • Integrated data visualization capability
9	Systems Integrations	<p>Single Sign-On</p> <ul style="list-style-type: none"> • Must support Microsoft Entra ID, SAML 2.0 or other acceptable method of Secure SSO <p>Communications</p> <ul style="list-style-type: none"> • Outlook Email • Outlook Contacts • Teams • Existing marketing tools <p>Events Management</p> <ul style="list-style-type: none"> • Eventbrite <p>Finance</p> <ul style="list-style-type: none"> • Oracle Fusion <p>Document Management</p> <ul style="list-style-type: none"> • DocuSign <p>AIU Website</p> <ul style="list-style-type: none"> • WordPress
10	API Access	<ul style="list-style-type: none"> • Secure access to REST API for key CRM data resources • Comprehensive API documentation through Swagger/OpenAPI spec
11	Data Governance/Provenance	<ul style="list-style-type: none"> • Access controls to segment visibility by data field or customer category • Data chain of custody (change approval chain) • Audit logging/Change tracking • In-app documentation capability (e.g., custom field definitions, data ownership, etc.)

12	Data Security/Privacy	<p>Ability to secure/encrypt sensitive data.</p> <p>As applicable to the proposed solution, respondent must provide certification of any and all cybersecurity assessments conducted, including but not limited to penetration testing, vulnerability assessments, and risk analysis, as they pertain to the hosted content and services proposed (assessments should be recent (within the last 12 months) and should be carried out by a reputable, independent cybersecurity firm). Proposals should detail the scope, methodologies, and findings of these assessments, emphasizing how identified vulnerabilities have been addressed. Respondents should also describe their ongoing cybersecurity monitoring and incident response capabilities to ensure the continued safety and integrity of hosted content and services.</p> <p>Completion of Comprehensive Vendor Assessment Tool (CVAT) as requested.</p>
13	Service Level Guarantee	<p>Provider should have live technicians/Customer Success Manager available in real time to provide outstanding customer service and to address any service issues and prompt response time for service interruptions.</p>

Appendix C

AIU Standard Services Agreement

Services Agreement

This Services Agreement (the "Agreement") is entered into as of [Effective Date] (the "Effective Date") by the Allegheny Intermediate Unit with offices at 475 East Waterfront Drive, Homestead, PA 15120 (the "AIU") and [Company Name], with offices at [Primary Address\Address Line 1], [Primary Address\City], [Primary Address\State] [Primary Address\Zip Code] (the "Provider").

1. **Scope of Services.** Provider shall provide to the AIU the services (the "Services") set out in one or more Scope of Services to be issued by the AIU and accepted by Provider (each, a "Scope of Service" or "SOS"). The initial accepted Scope of Services is attached hereto as Schedule A. Additional Scope of Services shall be deemed issued and accepted only if signed by authorized representatives of each party to this Agreement.
2. **Fees; Payment Terms.**
 - 2.1 In consideration of the provision of the Services by the Provider and the rights granted to the AIU under this Agreement, the AIU shall pay the fees set forth in the applicable Scope of Services. Payment to Provider of such fees and the reimbursement of expenses pursuant to this Section 2 shall constitute payment in full for the performance of the Services, and, the AIU shall not be responsible for paying any other fees, costs or expenses.
 - 2.2 The AIU agrees to reimburse Provider for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Provider in connection with the performance of the Services that have been approved in advance in writing by the AIU and as further detailed in the applicable Scope of Services.
 - 2.3 Provider shall issue invoices to the AIU only in accordance with the terms of this Section, and the AIU shall process and issue payments in US dollars against all properly invoiced amounts due to Provider within 30 days after the AIU's receipt of such invoice, except for any amounts disputed by the AIU in good faith.
3. **Term and Termination.**
 - 3.1 The Agreement shall commence as of the Effective Date and shall remain in effect until END DATE, unless otherwise terminated in accordance with the terms contained herein.
 - 3.2 The AIU, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least fifteen (15) days' prior written notice to Provider.
 - 3.3 Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:
 - a. Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or
 - b. Becomes insolvent or admits its inability to pay its debts generally as they become due; becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; is dissolved or liquidated or takes any corporate action for such purpose; makes a general assignment for the benefit of creditors; or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- 3.4 Upon expiration or termination of this Agreement for any reason, Provider shall promptly:
- a. Deliver to the AIU all documents, work product and other materials, whether or not complete, prepared by or on behalf of Provider in the course of performing the Services for which the AIU has paid;
 - b. Return to the AIU all AIU-owned property, equipment or materials in its possession or control;
 - c. Remove any Provider-owned property, equipment or materials located at the AIU's locations;
 - d. Provide reasonable cooperation and assistance to AIU, upon AIU's written request and at AIU's expense, in transitioning the Services to an alternate service provider; and
 - e. On a pro rata basis, repay any funds paid to Provider by the AIU for Services not provided by the date of termination.

4. **Provider Obligations.** Provider shall:

- 4.1 Before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all laws, ordinances, codes and regulations of any federal, state, county or municipal government, bureau or department applicable to the provision of the Services.
- 4.2 Prior to any Provider personnel performing any Services hereunder, ensure that such personnel have the legal right to work in the United States.
- 4.3 Comply with, and ensure that all Provider personnel comply with, applicable AIU policies and procedures in connection with rendering Services hereunder and comply with any other requirements imposed by the AIU relating to access, safety and security in connection with the Services from the time the AIU gives Provider notice of the same.
- 4.4 Obtain the AIU's written approval prior to entering into agreements with or otherwise engaging any person, including all subcontractors and affiliates of Provider, other than Provider's employees, to provide any Services and deliverables to the AIU (each such approved subcontractor or other third party, a "Permitted Subcontractor"). The AIU's approval shall not relieve Provider of its obligations under this Agreement, and Provider shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Provider's own employees. Nothing contained in this Agreement shall create any contractual relationship between the AIU and any Provider subcontractor or supplier.
- 4.5 In the course of providing services under this Agreement, Provider may have access to student education records that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and the regulations promulgated thereunder. To the extent that Provider has access to "education records" under this Agreement, Provider agrees that it is a "school official," as each of these terms are defined under FERPA. Provider agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law, Provider shall not disclose or share education records with any third party unless permitted by the terms of this Agreement or to Permitted Subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Provider under this Agreement. All such data subject to FERPA shall be treated as "Confidential Information" pursuant to Section 7 below.

5. **AIU Obligations.** The AIU shall:

- 5.1 cooperate in good faith with Provider in all matters relating to the Services; and

5.2 respond to Provider's reasonable requests for instructions, information or approvals required by Provider to provide the Services in accordance with this Agreement.

6. Intellectual Property Rights; Ownership.

6.1 Except as set forth in Section 6.2 below, the AIU is, and shall be, the sole and exclusive owner of all right, title and interest in and to the Deliverables, including all Intellectual Property Rights therein. Provider agrees that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for the AIU. To the extent that any of the Deliverables do not constitute a "work made for hire," Provider hereby assigns to the AIU, in each case without additional consideration, all right, title and interest in and to the Deliverables, including all Intellectual Property Rights therein.

6.2 Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Provider hereby grants the AIU a non-exclusive, royalty free, fully paid, perpetual, irrevocable license to use Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Provider.

6.3 The AIU and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the AIU Materials, including all Intellectual Property Rights therein. Provider shall have no right or license to use any of the AIU Materials except solely during the Term of this Agreement to the extent necessary to provide the Services to the AIU. All other rights in and to the AIU Materials are expressly reserved by the AIU.

6.4 Definitions:

- a. "Deliverables" means all documents, work product and other materials that are delivered to the AIU hereunder or prepared by or on behalf of Provider in the course of performing the Services, including any items identified as such in an attached Scope of Services.
- b. "Intellectual Property Rights" means all (i) patents, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- c. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by Provider in connection with performing the Services, in each case developed or acquired by the Provider prior to the commencement or independently of this Agreement.
- d. "AIU Materials" means any documents, data, information, know-how, methodologies, software and other materials provided to Provider by the AIU.

7. Confidentiality.

7.1 Provider shall keep confidential any information of a non-public, confidential or proprietary nature received from the AIU (collectively, "Confidential Information"). Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to writing and marked confidential within thirty (30) days after disclosure. The AIU's failure to mark information as confidential or to notify Provider that oral information is confidential will not affect the information's confidential nature or waive the AIU's rights or Provider's obligations with respect to the Confidential Information.

- 7.2 Confidential Information shall not include information which (i) is or becomes publicly available other than as a result of a disclosure by Provider or its representatives; (ii) was received by the Provider from a third party having no obligations of confidentiality to the AIU and who is lawfully in possession of such information; or (iii) was in the Provider's possession prior to disclosure or was developed independently from such Confidential Information, as is shown by competent evidence.
- 7.3 Provider shall (i) hold the Confidential Information in confidence using the same care it affords its own confidential information, but not less than a reasonable degree of care; (ii) use the Confidential Information only for the performance of this Agreement; and (iii) restrict disclosure of the Confidential Information to employees whose duties justify the need to know the Confidential Information in furtherance of the performance of this Agreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Agreement. Provider shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and nondisclosure obligations in a form of an agreement acceptable to the AIU.
- 7.4 If the Provider is required to disclose Confidential Information by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, the Provider shall provide the AIU with prompt written notice of such required disclosure so that the AIU may seek a protective order or take other appropriate action.
- 7.5 Upon termination of this Agreement or the AIU's request, (i) original sources of Confidential Information shall be promptly returned to the AIU; and (ii) all copies of such sources, including, but not limited to, all summaries, abstracts, drawings, notes or other records or data prepared by or for the Provider which contains any Confidential Information in any form, shall be destroyed, with such destruction confirmed in writing.
- 7.6 Provider acknowledges that monetary damages may be inadequate to compensate for any breach of Provider's confidentiality obligations. Provider agrees that any such breach or threatened breach may cause irreparable injury to the AIU and that the AIU shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to the AIU's Confidential Information, without proof of actual damages.
- 7.7 Provider shall immediately notify the AIU in writing upon discovery of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information.
8. Data Management and Security.
- 8.1 AIU Data. Provider agrees that it may (a) create, host, maintain; (b) receive from or on behalf of the AIU and/or its students; or (c) have access to, records or record systems containing AIU Data. "AIU Data" means any and all information, data, materials, works, expressions or other content that are provided to, uploaded to, stored or otherwise accessible by Provider pursuant to or in connection with this Agreement. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any AIU Data are themselves also AIU Data. AIU Data is deemed to be Confidential Information of the AIU. In the event of a conflict or inconsistency between this Section 8 and Section 7 on confidentiality, the terms and conditions set forth in this Section 8 shall govern and control the AIU Data.
- 8.2 Data Ownership. The AIU possesses and retains all right, title and interest in and to AIU Data, and Provider's use and possession thereof is solely on the AIU's behalf. The AIU may access and copy any AIU Data in Provider's possession at any time, and Provider shall reasonably facilitate such access and copying promptly after the AIU's request.
- 8.3 Access and Use. Unless it receives the AIU's prior written consent, Provider (a) shall not access, process, or otherwise use AIU Data other than as necessary to facilitate the Services; (b) shall not give any of its employees access to AIU Data except to the extent that such individual needs access to facilitate performance under this Agreement; and (c) shall not give any third party access to AIU Data, including without limitation Provider's other customers, except Permitted Subcontractors.
- 8.4 Data Security. Provider shall implement and maintain a written information security program including appropriate

policies, procedures and risk assessments that are reviewed at least annually. Without limiting Provider's obligations hereunder, Provider shall implement administrative, physical and technical safeguards to protect Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices (including the National Institute of Standards and Technology (NIST) Cybersecurity Framework, or other applicable industry standards for information security), and shall ensure that all such safeguards, including the manner in which AIU Data is created, collected, accessed, received, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. AIU Data shall be stored in data centers located within the continental United States and shall not be co-mingle with data from other clients of the Provider. Provider shall notify the AIU in writing not less than one hundred and eighty (180) days in advance of any changes in the location of AIU Data if, as a result of the change, AIU Data will be stored outside of the continental United States.

- 8.5 The Provider will promptly report to the AIU any compromise of security that it becomes aware of with regard to AIU Data. The Provider will notify the AIU of any actual or reasonably suspected breach of confidentiality or security with regard to AIU Data as soon as reasonably practicable, but no later than four (4) hours after the Provider becomes aware of such breach. The Provider will cooperate with the AIU in investigating the breach, including, but not limited to, the provision of system, application and access logs, conducting forensics reviews of relevant systems, imaging relevant media and making personnel available for interview, provided that any such investigation does not unreasonably disrupt the Provider's business operations. On notice of any actual or reasonably suspected breach, the Provider will institute appropriate controls to maintain and preserve electronic evidence relating to the breach. The Provider will reasonably cooperate with the AIU and any regulator or other governmental entity having jurisdiction over the AIU or the AIU Data relating to Provider's performance of this Agreement and possession and use of the AIU Data, provided that such cooperation does not unreasonably disrupt Provider's business operations. The Provider agrees that it shall not inform any third party or the public of a breach of AIU Data without first obtaining the AIU's prior written consent. The Provider shall reimburse the AIU for actual costs incurred by the AIU in responding to, and mitigating damages caused by any breach hereunder, including all costs of notice and/or remediation.
- 8.6 Compliance. Upon the AIU's written request, Provider shall promptly and accurately complete a written information security questionnaire provided by the AIU, or a third party on AIU's behalf, regarding Provider's business practices and information technology environment in relation to all AIU Data being handled and/or services being provided by Provider to the AIU pursuant to this Agreement. Provider shall fully cooperate with such inquiries. The AIU shall treat the information provided by Provider in the security questionnaire as Provider's Confidential Information.
- 8.7 Equitable Relief. Provider acknowledges that monetary damages may be inadequate to compensate for any breach of the provisions of this Section [#]. Provider agrees that any such breach or threatened breach may cause irreparable injury to the AIU and that the AIU shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to the AIU Data, without proof of actual damages.
- 8.8 Material Breach. Provider's failure to comply with any of the provisions of this Section 8 is a material breach of this Agreement. In such event, and notwithstanding anything in this Agreement to the contrary, the AIU may terminate the Agreement effective immediately upon written notice to the Provider without further liability or obligation to Provider.

9. Representations and Warranties.

- 9.1 Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering, (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder, (c) the execution of this Agreement by its representative whose signature is

set forth at the end hereof has been duly authorized by all necessary corporate action of the party and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

- 9.2 Provider represents and warrants to the AIU that: (a) Provider will comply with all applicable laws, rules and regulations in performing the Services, (b) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement, (c) the Services will meet any and all specifications and requirements set forth in this Agreement, (d) Provider has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications and approvals that are legally required for Provider to render the Services and (e) none of the Services, deliverables or Work Product, and the AIU's use thereof, infringe or will infringe any intellectual property right of any third party.

10. **Indemnification.** Provider (the "Indemnifying Party") shall indemnify, defend and hold harmless the AIU, its board members, officers, employees, agents and representatives (collectively, the "AIU Indemnitees") from and against any and all losses, liability, cost and expenses, including attorney's fees and costs, awards, judgments, damages, fines, penalties, claims and causes of action (collectively, "Claims") arising out of or related to the negligent acts or omissions or willful misconduct of the Indemnifying Party or any of its officers, directors, employees, agents, representatives, contractors, successors, assigns or anyone acting on any of their behalf in connection with, arising from or related to the performance of obligations under this Agreement, including Claims for (i) personal injury, including death, and damage to property; (ii) the breach by the Indemnifying Party of any term, representation, warranty or covenant under this Agreement; or (iii) defective, unsafe or non-conforming goods supplied by the Indemnifying Party.

11. **Insurance.**

11.1 At all times during the Term of this Agreement, Provider agrees to carry, at its own expense, at least the following types and amounts of insurance coverage:

Commercial General Liability:	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 \$ 100,000 \$ 10,000	Each Occurrence General Aggregate Products and Completed Operations Personal and Advertising Injury Fire Damage (any one fire) Medical Expense (any one person)
Automobile Liability:	\$1,000,000	Combined Single Limit for Bodily Injury and Property Damage per Accident. Coverage to include hired car and non-owned automobiles. Or Personal auto liability as per Pennsylvania law if Provider is sole proprietor.
Workers' Compensation: (not required if Provider is sole proprietor):	Statutory	
Employer's Liability: (not required if Provider is sole proprietor):	\$1,000,000 \$1,000,000 \$1,000,000	Each Accident Disease – Policy Limit Disease – Each Employee
Cyber Liability	\$2,000,000	Per Claim (coverage must include 3rd party privacy liability, network security liability, media liability and data breach coverage extending for 1 year after expiration/termination of the Agreement)

11.2 All insurance policies required under this Agreement shall (a) be issued by insurance companies reasonably acceptable to the AIU, (b) provide that such insurance carriers give the AIU at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Provider shall have new insurance policies in place that meet the requirements of this Agreement, (c) waive any right of subrogation of the insurers against the AIU, (d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the AIU shall be excess and non-contributory, and (e) name the "Allegheny Intermediate Unit, its officers, agents and employees" as additional insureds to the extent permitted by law.

11.3 Prior to the commencement of Services, Provider shall provide the AIU with copies of the certificates of insurance and policy endorsements for all insurance coverage required hereunder. Satisfaction of these insurance requirements shall not be construed

in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

12. **Records and Audit.** Provider shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Provider in providing the Services. During the term of this Agreement and for a period of three (3) years thereafter, upon the AIU’s written request, Provider shall allow the AIU or the AIU’s representative to inspect and make copies of such records and interview Provider personnel in connection with the provision of the Services; provided that any such inspection shall take place during regular business hours and the AIU provides Provider with at least three (3) business days advance written notice.
13. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

AIU: Allegheny Intermediate Unit
Attn: Contract and Grant Administrator
475 East Waterfront Drive
Homestead, PA 15120

Provider: [Company Name]
[Primary Address\Address Line 1]
[Primary Address\Address Line 2]
[Primary Address\City/state/zipcode]

Attn: [Primary Address\Name]
Email: [Primary Address\Email]

14. **Miscellaneous.**

- 14.1 **Independent Contractor.** The AIU and Provider shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture. Provider shall not permit any of its officers, directors, agents, employees, representatives, supervisors, successors, assigns, employees, or sub-contractors to represent or hold out itself or themselves as agents, supervisors, servants, employees, or representatives of the AIU or as authorized to make any commitment to incur any obligation on behalf of the AIU.
- 14.2 **Compliance with Laws; Anti-Bribery Laws.** Provider is in compliance with and shall comply with all applicable laws, regulations and ordinances. Provider shall, and shall cause its officers, directors, employees and agents to, comply with all applicable laws, rules and regulations relating to bribery, fraud, kickbacks or anti-corruption, including the United States Foreign Corrupt Practices Act of 1977, as amended (each an “Anti-Bribery Law”). Provider represents that, in connection with this

Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person or entity by or on behalf of Provider or any of its officers, directors, employees and agents.

- 14.3 **Assignment and Delegation.** Neither party may assign this Agreement nor assign any of its rights under this Agreement, except with the prior written consent of the other party. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 14.4 **Entire Agreement; Amendments.** This Agreement, including any schedules, exhibits, attachments and documents referenced herein, constitutes the final agreement between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. No change, modification, amendment, alteration or rescission of this Agreement shall be valid unless it is made in a written amendment signed by the parties.
- 14.5 **Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 14.6 **Publicity.** Neither party shall (a) issue a press release or make any other public statement that references this Agreement, or (b) use the other party's names or trademarks for publicity or advertising purposes, except with the prior written consent of the other party which may be withheld in that party's sole discretion.
- 14.7 **Waiver.** Failure on the part of any party, in any or more than one instance, to insist upon the performance of any of the terms, covenants or conditions of this Agreement or to exercise any right or privilege contained within this Agreement, or the waiver by any party of any breach of any of the terms, covenants or conditions of this Agreement shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect, the same as if no such forbearance of waiver had occurred.
- 14.8 **Severability.** If any provision or a portion of any provision of this Agreement is held to be invalid, illegal or unenforceable by any court or other competent authority, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.
- 14.9 **Survivability.** The terms of this Agreement which by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of this Agreement, shall remain in effect and be binding upon the parties beyond such time. Such terms shall include without limitation those that confer rights based on prior breaches or performance.
- 14.10 **Choice of Law; Venue.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws provisions. Any controversy, claim or dispute arising out of or relating to this Agreement shall be adjudicated in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.
- 14.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the parties need not appear on the same counterpart. Delivery of an executed counterpart of this Agreement, by facsimile, portable document format (.pdf) or by any other electronic means, has the same effect as delivery of an executed original of this Agreement.[Additional Provisions]

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representatives of the parties hereto as of the Effective Date set forth above.

Allegheny Intermediate Unit:

By: _____
AIU Board President

ATTEST:

By: _____
AIU Board Secretary

[Company Name]:

By: _____
Name: _____
Title: _____

Appendix D

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

I state that:

1. The price(s) and amount of this 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 the 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 proposal 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 noncompetitive bid or other form of complementary 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 noncompetitive 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 representative are material and important, and will be relied on by the Allegheny Intermediate Unit in awarding the contract(s) 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 Allegheny Intermediate Unit of the true facts relating to the submission of bids for this contract.

Name and Company Position

SWORN TO AND SUBSCRIBED
BEFORE ME THE _____DAY
OF _____, 20____

Notary Public

My commission expires

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., 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 statements in connection with the submission of bids is 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 preparation, 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 the term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive 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 will result in disqualification of the bid.

Appendix E

Cost Breakdown – Customer Relationship Management

Please identify **ALL** reoccurring and non-reoccurring costs associated with the Customer Relationship Management system. The purpose of the breakdown is to show the exact costs for each task, which helps the AIU assess budgetary benchmarks. You may use the format below or another format of your choice; however, the following items must be included in the cost breakdown:

- Name of the Project Phase(s)
- Project Timeline
- Description (i.e. Kickoff, Research, etc.)
- Deliverables
- Appendix B Reference (if applicable)
- Cost
- Out-of-Pocket Expenses
 - Description (hosting, license, etc.)
 - Notes
 - Cost
 - Total Cost of the Expenses
- Project Summary
 - Total Project Timeline
 - Phase Subtotal
 - Out-of-Pocket Subtotal
 - Total Cost of Project

Name of Project Phase:

Month	Description	Deliverable	Appendix B Reference	Cost

TOTAL: _____

Additional Out-Of-Pocket Expenses

Description	Notes	Cost

TOTAL: _____

PROJECT TOTAL: _____