



Request for Proposal (RFP):
School Dental Screening Services

Issue Date: 5/8/2026
RFP# SDS_0526
Proposals Due: 6/1/2026 at 9a.m.

SUBMIT PROPOSALS TO:

Megan McCullough Ed.D, LSW, Director of Student Services – Behavioral Health
Jana Arentsen, Procurement Coordinator
Wallingford-Swarthmore School District
Email: procurement@wssd.org

PART I: GENERAL INFORMATION

The Wallingford-Swarthmore School District (“School District”) is a public school district located in Delaware County, Pennsylvania, serving approximately 3,700 students across three (3) elementary schools, one (1) middle school, and one (1) high school.

A. PURPOSE OF REQUEST FOR PROPOSAL

The School District is soliciting responses to this Request for Proposal (“RFP”) from experienced and capable licensed PA dentists or Public Health Dental Hygiene Practitioners (PHDHPs) wishing to provide mandated school dental screenings to the Wallingford-Swarthmore School District. The goal of district leadership is to partner with PHDHP’s with a proven track record of supporting the implementation and delivery of these services (the “Vendor”).

The RFP is designed to provide interested parties with sufficient basic information to submit proposals (“Proposals”) meeting minimum requirements but is not intended to limit a Proposal’s content or exclude any relevant or essential information. Respondents are at liberty and are encouraged to expand upon the specifications to provide further evidence of service capability under any proposed agreement. The School District intends to select an entity that demonstrates the highest level of knowledge, competency, qualification and experience with school dental services.

The School District will evaluate timely submitted Proposals and, if it determines that it is in the School District’s best interest, award a contract to the Proposer whose Proposal is most advantageous to the School District, in the School District’s sole discretion. The School District reserves the right, in its sole discretion, to select or negotiate terms with one or more responding firms, to reject any and all Proposals, to amend this RFP, and/or to waive any non-material variations or irregularities with the stated RFP conditions found in the Proposals.

A. TIMELINE AND SELECTION

All times noted in the RFP are local times of the School District.

RFP Due Date: June 1, 2026, at 9a.m. local time.

Proposal Submission: Proposals must be submitted by email to **Megan McCullough Ed.D, LSW, Director of Student Services – Behavioral Health, and Jana Arentsen, Procurement Coordinator, at procurement@wssd.org** with subject line: **[NAME OF SERVICE PROVIDER] - RESPONSE TO DENTAL SERVICES RFP.**

Proposals submitted after the RFP Due Date and Proposals not submitted to the email address above will be rejected and not considered.

Anticipated School District Selection: June 15, 2026

Review of Proposal: The School District, at its sole discretion, may request a meeting and/or presentation to discuss a Proposal. The meeting may be held in person or remotely.

B. RFP QUESTIONS

Any questions regarding the RFP shall be submitted by email to **Jana Arentsen, Procurement Coordinator, at procurement@wssd.org**. The email must identify the person's name, contact information and entity. All questions must be submitted to the School District no later than May 25, 2026, by 3P.M. local time with subject line: QUESTION: SCHOOL DENTAL SERVICES RFP.

Proposers may not rely on oral responses to inquiries and shall only rely on emailed responses issued by Dr. McCullough and/or Mrs. Arentsen. Responses to questions and any addenda to the RFP will be posted on the School District's website, <https://www.wssd.org/procurement>. It is each Proposer's responsibility to check the website periodically to obtain such responses and any amendments to the RFP.

C. NO SCHOOL DISTRICT RESPONSIBILITY FOR COSTS OF RESPONSE

The School District expressly disclaims any responsibility to any party with regard to any costs incurred responding to this RFP or participating in the RFP process. If, for any reason whatsoever, the District rejects a Proposer's Proposal, the Proposer agrees that it will not seek to recover profits on services not performed, to recover the costs for preparing the Proposal, or assert a claim for unjust enrichment.

PART II: GUIDELINES FOR SUBMITTING A PROPOSAL

A. REQUIRED INFORMATION

Responses shall include a qualifications Proposal as described below. The School District intends to review and evaluate the merits of the Proposal based on an evaluation criterion which will review experience and pricing metrics as determined by the School District.

The Proposal shall consist of a searchable PDF document with the Proposer's name and date on the cover page of the document. Submit a complete response to the RFP using the format outlined in Part IV of the RFP.

Proposals shall be emailed to **Megan McCullough Ed.D, LSW, Director of Student Services – Behavioral Health,** and **Jana Arentsen, Procurement Coordinator,** at procurement@wssd.org with the **SUBJECT LINE, “[NAME OF SERVICE PROVIDER] - RESPONSE TO DENTAL SERVICES RFP”**. Proposals must be received by June 1, 2026, at 9A.M. local time. *Faxed responses and late proposals will not be considered.*

B. SCOPE OF SERVICES

The following list of requirements, while not exhaustive, is intended to provide interested parties with sufficient basic information to submit Proposals meeting minimum requirements but is not intended to limit a Proposal's content or exclude any relevant or essential information.

The successful Proposer shall have the ability to provide the following (see following page):

Scope of Services	
General Statement	<p>The Wallingford-Swarthmore School District (WSSD) seeks proposals from qualified dental service providers to deliver school-based dental screenings/exams for up to 20 students total across grades 1, 3 and 7 at District schools. Services shall be provided after receipt of written parental consent and delivered in compliance with 28 Pa. Code Chapter 23, Section 1403 of the Pennsylvania Public School Code of 1949, as amended by Act 55 of 2023, and all applicable Pennsylvania Department of Education (PDE) and Pennsylvania Department of Health (DOH) guidance.</p> <p>All providers must adhere to proper infection prevention and control procedures, be licensed in the Commonwealth of Pennsylvania, and comply with all applicable laws and professional practice standards. Proposals must describe provisions for uninsured or underinsured students and may include educational or career-exploration opportunities for high school students.</p>
Required Screening Components	<p>Dental screenings must include, but are not limited to, assessment of:</p> <ul style="list-style-type: none"> • Missing teeth • Evidence of tooth decay • Existing restorations or fillings • Abnormalities of the mouth, jaw, or tongue
Required Forms	<p>All required forms, reports, parent notifications, and summaries must be completed and submitted electronically.</p> <p>The provider must be able to generate and transmit documentation using commonly accepted electronic word-processing and file formats suitable for secure electronic storage and upload into District systems. Handwritten documentation will not be accepted.</p>

School Locations	<p>Dental screenings will be conducted at the following WSSD schools:</p> <ul style="list-style-type: none"> • Strath Haven Middle School 200 South Providence Road, Wallingford, PA 19086 • Swarthmore Rutledge Elementary School (SRS) 100 College Avenue, Swarthmore, PA 19081 • Nether Providence Elementary School (NPE) 410 Moore Road, Wallingford, PA 19086 • Wallingford Elementary School (WES) 20 South Providence Road, Wallingford, PA 19086
Timeline	<p>The Wallingford-Swarthmore School District is seeking a 3-year agreement (7/1/2026 – 6/30/2029) for dental services.</p>

C. LEGAL AND REGULATORY COMPLIANCE

All services provided under this Request for Proposal shall be performed in full compliance with all applicable federal and Commonwealth of Pennsylvania laws, regulations, and guidance, including but not limited to:

1. **Public School Code of 1949, Section 1403**, as amended by **Act 55 of 2023**, establishing requirements for mandated school dental screenings and authorizing qualified dental professionals to perform such services.
2. **28 Pa. Code Chapter 23** (School Health);
3. Applicable guidance issued by the **Pennsylvania Department of Education (PDE)** and the **Pennsylvania Department of Health (DOH)** related to school dental health programs; and
4. All applicable Commonwealth of Pennsylvania **licensure, scope-of-practice, infection control, and professional standards**.

The selected provider shall be responsible for maintaining compliance with all current and future applicable legal and regulatory requirements throughout the term of the agreement.

D. EVALUATION OF PROPOSALS

The School District will evaluate all responsive proposals to identify the dental provider best qualified to meet the District’s needs. Proposals will be evaluated holistically and compared using the criteria below:

1. **Experience and Qualifications:** Demonstrated experience providing dental services, particularly in school-based settings, including quality of service and customer satisfaction.
2. **Responsiveness:** Completeness of the proposal form and compliance with all RFP
3. **Conflict of Interest:** Absence of conflicts that could impair independence or performance.

E. SELECTION PROCESS

All submitted proposals will first be reviewed for responsiveness. Responsive proposals will then be evaluated. As part of the evaluation, the District may request clarification, conduct informal interviews, or invite oral presentations. Oral presentations, if requested, are intended solely for clarification and better understanding of the proposal and will not constitute negotiations.

Following evaluation, the administration will make a recommendation to the School Board. Contract award, if made, will be to the provider whose proposal is determined to be in the best interest of the School District, at a price considered fair and reasonable.

The School District reserves the right to reject any or all proposals, waive informalities or irregularities, and make an award that best serves the District.

F. QUALIFICATION OF PROVIDER

Prior to contract award, the selected provider may be required to demonstrate, to the satisfaction of the School District, that it has the facilities, staffing, experience, and financial resources necessary to perform the requested services. Providers may also be required to submit references or prior performance information. Failure to demonstrate qualifications may result in rejection of the proposal.

PART III: SUBMISSION OF PROPOSAL

Tab I: Organizational Overview

Describe your experience providing dental services, including any work with school districts.

Tab II: Education & Expertise

Provide information on the education, licensure, and professional expertise of key staff who will deliver services.

Tab III: References

Provide at least three (3) professional references, including at least one Pennsylvania school district.

TAB IV: Proposal, Forms, & COI

The School District's fiscal year begins July 1. Provide a **fully inclusive cost per student effective as of July 1, 2026**, including all fees and charges associated with the proposed services, on the attached proposal form, NON-COLLUSION AFFIDAVIT, and Certificate of Insurability with the District named as additionally insured.

PART IV: WRITTEN AGREEMENT

A. CONTRACT PERIOD

The School District intends to award a contract to the successful Proposer (the "Vendor") for an initial term of three (3) years. The proposal for each year should be submitted based on the scope of work proposed for that year. The School District's intent is for the initial term to begin on July 1, 2026, and expire on June 30, 2029.

B. FORM OF AGREEMENT

The form of written agreement the School District intends to enter with the Vendor will be an agreement which is subject to final solicitor review and approval. This RFP and the Vendor's Proposal shall be incorporated by reference into the final written agreement, so each Proposer shall clearly indicate any RFP terms that it takes exception to in its Proposal. In addition to indicating in the Proposal any exceptions taken to the RFP terms, Proposers are encouraged, but not required, to provide a draft contract for review. A duly authorized officer or agent of the Proposer shall sign the Proposal. Any final agreement is subject to solicitor review and Board approval.

C. INSURANCE REQUIREMENTS AND LIMITS AND INDEMNIFICATION

All insurance policies required hereunder shall be primary and non-contributory with regard to the School District's shall be maintained in full force and effect for the term of the agreement. Each policy shall contain the provision that the Vendor shall provide thirty (30) days prior written notice given to the School District in the event of cancellation, non-renewal, or material change to the insurance coverages. A certificate of insurance evidencing all insurance coverages as outlined

below shall be provided to the School District for review upon request, and at least seven (7) working days prior to the execution of the agreement and at any time thereafter upon the School District's written request.

The insurance companies indicated as the carriers on the insurance certificates, shall be authorized to do business in the Commonwealth of Pennsylvania, shall have an AM Best rating no less than "A," and the carriers shall be acceptable to the School District. The Receiver, School District, School Board, Chief Recovery Officer, officers, employees, volunteers, and agents shall be named as additional insureds, ATIMA, with respect to all coverages, except Workers' Compensation and professional liability/malpractice insurance. The Vendor's liability insurance coverage shall be endorsed to state that its coverage will be primary to any other coverage available to the School District, that no act or omission of the School District will invalidate the coverage, and that the insurance company waives subrogation against the School District, and any of the School District's officers, employees and agents.

The Vendor shall provide the School District with evidence of such coverages and endorsements on or prior to the commencement of this Agreement. The Vendor shall acquire and maintain throughout the term of the agreement the greater of (a) its current policies or (b) the following minimum levels of insurance:

Worker's Compensation – Statutory Limits

Employer's Liability –

- (1) \$1,000,000.00 Each Accident-Bodily Injury by Accident;
- (2) \$1,000,000.00 Each Employee-Bodily Injury by Disease; and
- (3) \$1,000,000 Policy Limit Bodily Injury by Disease.

General Liability Insurance. The general liability insurance shall cover premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross party liability; broad form property damage (including completed operations). The general liability coverage shall include the Designated Locations General Aggregate limit endorsement within the policy, and Vendor shall obtain a Sexual Molestation and Child Abuse Endorsement. General Liability Insurance Limit of Liability:

\$1,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage liability;
\$1,000,000.00 advertising injury;
\$3,000,000 general aggregate; and
\$3,000,000.00 aggregate for products and completed operations.

Automobile Liability Insurance. Limit of Liability:

\$1,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage liability arising from owned, non-owned, and hired vehicles when any motor vehicle is used in connection with the program.

Professional Liability/Educators Liability/Malpractice/Errors and Omissions Insurance.
Limits no less than the following:

\$3,000,000 General Aggregate;
\$3,000,000 Per Occurrence.

Such Professional Liability should include Employment Practices Liability including 3rd party employment practices. Limit of Liability: \$1,000,000.00.

Professional liability insurance shall cover errors and omissions, including professional liability assumed under the agreement, which may be written on a claims-made basis, with tail coverage of no less than five (5) years.

Excess Umbrella Liability. Excess/Umbrella Liability coverage in an amount not less than \$3,000,000 per occurrence. The Excess/Umbrella Policy shall schedule all underlying liability coverages required under the agreement unless a separate \$3,000,000 limit is maintained for Professional Liability.

Directors and Officers Liability. Vendor shall maintain Directors and Officers Liability Insurance in an amount not less than \$1,000,000.

The insurance requirements are not intended and shall not be construed to modify, limit, or reduce the indemnification obligations set forth below or limit the Vendor's liability to the limits of the policies of insurance required to be maintained hereunder.

The Proposer shall indemnify and hold harmless the Chief Recovery Officer, the Receiver, the Board, the School District, and its and their officers and employees from and against all claims and liabilities incurred in or arising out of the Proposer's performance of the contract.

D. TERMINATION

The School District may terminate the contract within fifteen (15) days' written notice to the Vendor of the intent to terminate the contract. The contract can be terminated for failure to perform or for convenience. In the event of termination, the School District shall only be responsible for payment of services actually and satisfactorily performed. If the School District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

The Vendor may terminate the contract with thirty (30) days' written notice to the School District. The contract can only be terminated for failure to perform. The notice shall provide the School District with a detailed description of the alleged failure to perform and provide the School District with the opportunity to cure. If the School District has failed to cure the alleged failure within thirty (30) days, the Vendor shall confirm the termination in writing to the School District. If the School District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

E. ASSIGNMENT

The Vendor shall not be permitted to assign the agreement without the advanced, written, express consent of the School District.

F. SUBCONTRACTING AND SUB CONSULTING

The Vendor shall not be permitted to enter into a subcontract or sub consulting agreement for any of its contractual duties without the advanced, written, express consent of the School District.

G. WAIVER OF CONSEQUENTIAL DAMAGES

The Vendor shall waive any claim against the School District for lost profits, lost expected profits, consequential damages, indirect damages, incidental damages, and/or punitive damages arising out of or relating to the contract or termination thereof.

H. CLEARANCES, CERTIFICATIONS, AND LICENSURE

At no cost to the School District, the Vendor shall provide the School District with the following valid clearances and certifications for each Vendor employee or permitted subcontractor prior to performing any services for the School District:

- A Child Abuse History Clearance (Act 151);
- Federal Criminal History Records (Act 114);
- Pennsylvania Background Checks (Act 34);
- Tuberculin testing (28 PA Code 23.44);
- Employment History Review (Act 168); and
- Mandatory reporter training certification (Act 126).

The Vendor shall provide current state and federal licenses and certifications, as applicable, for each employee or subcontractor performing services pursuant to an agreement with the School District. The licensure and/or certifications shall align with the types of services to be provided by the individual employee or subcontractor. As a provider of contracted services, the Vendor shall notify the School District any time that any of its agents or employees who are performing work on behalf of the School District are either arrested or charged with a criminal offense as required by law and Board Policy 818. Such notice shall be provided in writing on form PDE-6004 and within seventy-two (72) hours of the arrest or conviction.

I. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided that the Proposer makes a request to withdraw in writing and the request is received prior to the time of the RFP Due Date. Negligence by the Proposer in preparing the Proposal confers no right of withdrawal or modification of the Proposal after the Proposal has been opened. No claims on account of mistakes or omissions in any Proposal will be considered. A Proposal is deemed a firm offer and each Proposer agrees that its Proposal shall not be withdrawn within sixty (60) days from the Proposal Opening.

J. COLLUSIVE PROPOSALS

By submitting a Proposal, Proposer certifies that it has not combined, conspired, or agreed to intentionally rig, alter, or otherwise manipulate, or cause to be rigged, altered, or otherwise

manipulated, its Proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the School District. By submitting its Proposal, Proposer certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer, or related entity in connection with its Proposal.

K. CONFIDENTIALITY OF PROPOSALS

Under Pennsylvania’s “Right to Know” law, public records are required to be open for reasonable inspection. Each Proposal, including detailed price and cost information, will be held in confidence while the District is evaluating the Proposal. After the District and the successful Proposer(s) have executed a contract, all Proposals will become public records.

Trade secrets and other confidential proprietary data contained in the Proposal may be held confidential if the Proposer submits a written request to the District, and the District agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Blanket statements that the entire Proposal is confidential shall be unacceptable.

When submitted to the District, the Proposal shall become the exclusive property of the District and will not be returned to the Proposer.

L. VENDOR RESPONSIBILITIES

It is the obligation of each Vendor to examine instructions, requirements, and specifications before submitting a Proposal. Submission of a Proposal shall be proof that such examinations have been made and that each Vendor has completed his/her own investigation and has become thoroughly familiar with the requirements.

District will not be responsible for nor honor any claims resulting from or alleged to be the result of misunderstanding by the Vendor. Vendors will be required to assume responsibility for packaged service offered in the Proposal.

Vendor(s) are strictly prohibited from assigning or subcontracting any rights, responsibilities, or duties under the Agreement without the express written approval of the District.

It is the Vendor’s responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements.

M. RESERVATION OF RIGHTS

This is a request for professional services, and not a competitive bid. The District is not required to conduct its request for professional services in accordance with competitive bidding laws.

The District reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

- To reject all Proposals and re-issue the RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
- To reject any Proposal if, in the District's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, or it is otherwise in the best interest of the District to reject the Proposal.
- To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of a final contract.
- To accept or reject any or all of the items in any Proposal and award a contract for the whole or only a part of any Proposal if the District determines, in its sole discretion, that it is in the District's best interest to do so.
- To reject the Proposal of any Proposer that, in the District's sole judgment, has been delinquent or unfaithful in the performance of any contract with the District, is financially or technically incapable, or is otherwise not responsible.
- To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the District's sole judgment, material to the Proposal.
- To permit or reject, at the District's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to a Proposal by one or more of the Proposers following Proposal submission.
- To request that any Proposer modify its Proposal, including, but not limited to, modifying the pricing or providing additional information.
- To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
- To require that the Proposer appear for interviews and/or presentations of its Proposal at District offices.
- To inspect projects similar in type and scope to the work sought in this RFP.
- To conduct such investigations as the District considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.

N. HOLD HARMLESS

The Vendor shall indemnify, defend, and hold harmless the District, its officers, school directors, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever (including, but not limited to, reasonable attorney's fees) arising from the negligence, gross negligence, and/or willful misconduct of Vendor, including its officers, directors, employees, representatives, assigns and agents. Vendor waives claims against the District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this RFP, the Agreement, or the termination thereof.

O. ADDITIONAL LEGAL REQUIREMENTS

1. Debarment And Suspension. A contract award must not be made to parties listed on the government-wide exclusions in the system for award management (SAM) in accordance

with OMB Guidelines at 2 CFR § 180, relating to “Debarment and Suspension”. Proposer represents that it has not been and is not currently listed on the government-wide exclusions, nor has it been debarred or suspended from participating in any state or local public contracts. Proposer further agrees to immediately notify the School District if Proposer is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. Equal Employment Opportunity. It shall be mandatory that the Vendor will not discriminate against any person upon any grounds prohibited by federal or state law.

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, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

The Vendor will furnish all information and reports required by law and will permit access to its books, records, and accounts by the School District and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

3. Small And Minority Business, Women’s Business Enterprises, And Labor Surplus Area Firms. The Vendor shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms.

4. Adherence To Applicable Laws. Proposers shall comply with all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards. The specific statutory requirements enumerated in this RFP shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of a Proposer’s obligations under applicable laws. The failure to specifically reference or include said matters in this RFP or a contract awarded to a successful Proposer does not excuse a Proposer from compliance with the same.

5. Domestic Preferences. To the extent applicable, Vendor will demonstrate a preference for using U.S.-made products in alignment with federal guidelines.

PROPOSAL FORM

RFP# SDS_0526

YOUR NAME/ PRACTICE NAME

BID REF. #

ADDRESS (1)

REMIT TO ADDRESS (1)
(if different)

ADDRESS (2)

REMIT TO ADDRESS (2)
(if different)

CITY, STATE ZIP CODE

REMIT TO CITY, STATE ZIP CODE
(if different)

TELEPHONE NUMBER

EXTN.

FAX NUMBER

CONTACT PERSON

MOBILE PHONE

E-MAIL ADDRESS

WEBSITE

COST PER EXAM PER STUDENT \$ _____

Please check below:

I am able to generate and transmit documentation using commonly accepted electronic word processing and file formats suitable for secure electronic storage and upload into District systems.

PRINT NAME

SIGNATURE

DATE

Proposals are due no later than Monday, June 1, 2026 at 9:00 A.M.

SUBJECT LINE OF PROPOSALS: “[NAME OF SERVICE PROVIDER] - RESPONSE TO DENTAL SERVICES RFP”

Any questions please contact Jana Arentsen at procurement@wssd.org by 5/25/2026 at 3P.M.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal.

This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.

Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.

In the case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term “complementary proposal” as used in the Affidavit has the meaning commonly associated with that term in the proposing process and includes the knowing submission of Proposals higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Proposal.

NON-COLLUSION AFFIDAVIT

State/Commonwealth of _____: Contract/RFP _____

County of _____:

I state that I am _____ of _____
(Title) (Name of Firm)

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

The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Vendor, Proposer or potential Proposer.

Neither the price(s) nor the amount of this Proposal , and neither the approximate price(s) nor approximate amount of this Proposal , have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Proposal opening.

No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a Proposal higher than this Proposal , or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal .

The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

_____, its affiliates, subsidiaries, officers,
(Name of firm)

directors and employees are not currently under investigation by any government agency and have not in the last three 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 proposing on any public contract, except as follows: _____.

I state that _____ understands and acknowledges that the
(Name of my firm)

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

(Name & Title)

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

Notary Public

My Commission Expires