

**THE PENNSYLVANIA CYBER CHARTER SCHOOL  
(Kindergarten through Twelfth Grade)**

**REQUEST FOR PROPOSAL FOR K-12 ONLINE CURRICULUM AND STUDENT  
LEARNING MANAGEMENT SYSTEM**

**NOTICE IS HEREBY GIVEN** that The Pennsylvania Cyber Charter School (“PA Cyber” or “the Charter School”) is requesting Vendor proposals under the following requirements, terms, and conditions.

PA Cyber is a public charter school authorized by the Pennsylvania Department of Education (“PDE”). The Charter School operates as a nonprofit entity incorporated in the Commonwealth of Pennsylvania, and is located at 652 Midland Avenue, Midland, Pennsylvania 15059, serving Kindergarten through Twelfth Grade. Proposals may be for a portion or all of the services outlined in this RFP.

This document will provide an overview of the proposal information requested by PA Cyber.

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## **I. PROPOSAL REQUEST INFORMATION**

### **A. PROPOSAL DESTINATION**

Dr. Michael Conti  
The Pennsylvania Cyber Charter School  
652 Midland Avenue  
Midland, PA 15059  
Email: [mike.conti@pacyber.org](mailto:mike.conti@pacyber.org)

### **B. PROPOSAL KEY DATES & INFORMATION**

Proposal shall be delivered by email to the above address any time prior to, but not later than, 5:00 pm on October 31, 2014. One (1) hard copy and one (1) electronic copy are to be submitted by mail or hand delivered to the above address. Proposals received after this time may be returned to the PSC. At its sole discretion, PA Cyber may extend the deadline for the delivery of proposals.

- RFP Release Date: October 13, 2014
- Intent to Submit Proposal by Vendor: October 20, 2014
- Proposal Due Date: October 31, 2014 before 5:00 p.m. Eastern Standard Time
- Presentations by Vendor Finalists: November 3 – 10, 2014
- Award Notification: November 17, 2014

### **C. QUESTIONS ABOUT THIS RFP**

All questions concerning this RFP should be directed to Jennifer Shoaf *via* email to [Jennifer.shoaf@pacyber.org](mailto:Jennifer.shoaf@pacyber.org). All questions and answers will be disseminated to every Vendor via email, so long as the Vendor notifies PA Cyber's representative that it wishes to receive such communications prior to submission of the RFP Response. Those notifications should be sent to [KNagle@ldylaw.com](mailto:KNagle@ldylaw.com).

### **D. VALID OFFER**

All proposals submitted must be held open and remain valid for a minimum period of 90-days after the due date for the proposals.

## **II. PROPOSALS**

The Pennsylvania Cyber Charter School (“PA Cyber” or “the Charter School”) requests responses to this RFP for K-12 Online Curriculum and Student Learning Management System. The objective of this RFP is to accomplish a fair, open, and competitive procurement. PA Cyber reserves the right to cancel the RFP or procurement, or accept or reject any and all proposals submitted in response to this request in accordance with applicable law.

Proposals will be received through the period of October 13, 2014 through October 31, 2014.

## **III. OVERVIEW AND BACKGROUND**

PA Cyber serves the needs of public education throughout every county in the Commonwealth of Pennsylvania. Central administrative offices are located at 652 Midland Avenue, Midland, PA 15059. PA Cyber operates satellite offices in Allentown, Erie, Greensburg, Harrisburg, Philadelphia, Pittsburgh, State College, and Wexford. PA Cyber provides services to more than 10,000 students across the Commonwealth of Pennsylvania.

PA Cyber values student and teacher access to high quality digital content. The Charter School has a need for both digital content and a delivery method for access to such content for a wide range of subjects and grade levels. PA Cyber wishes to accelerate blended learning options for students across grade levels and content areas. The Charter School believes that access to high quality, customizable digital content in platform that is also highly customizable and editable can be transformative to student learning and teacher instruction.

PA Cyber’s computing environment uses a mixture of client/server and web-based technologies for delivery of information services. The student information management system resides on Windows XP-based servers. These servers are accessible to users over the LAN/WAN system. AT&T provides and monitors the Metro E WAN and Internet connectivity.

Vendors may propose to provide all or a portion of the services described in this RFP. If the Vendor does not propose to provide all services, then the Vendor must clearly delineate the services it proposes to furnish and those it does not.

#### IV. GENERAL CONDITIONS

- A. **HOURS OF OPERATION.** Normal hours of operation are expected to be at a minimum 8:00 a.m. to 4:00 p.m., continuous Monday through Friday. It should be noted that PA Cyber currently has a waiver from PDE to operate an extended school year.
- B. **CHARACTER.** It is recognized that, for the protection of the children, all persons affiliated with and/or employed by the Vendor must be of stable personality and of the highest moral character. Any persons working on school grounds shall obtain the following clearances: Federal Criminal History Record, FBI Clearance Check, PA State Criminal Record Check, and PA Child Abuse History Clearance. The cost to obtain these clearances shall be borne by the Vendor who is awarded the contract. Copies of the clearances shall be given to PA Cyber at PA Cyber's request.
- C. **COMPLIANCE WITH LAWS.** The proposal shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract. The Vendor, as an employer, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.
- D. **INCURRED COSTS.** PA Cyber is not liable for any cost incurred by the Vendor prior to the signing of a contract by all parties.
- E. **CONTRACTOR NOT AN AGENT.** Unless otherwise stated in the final Professional Services Agreement, the Vendor shall not be held or deemed in any way to be an agent, employee, or official office of PA Cyber, but rather an independent contractor furnishing professional services to PA Cyber.
- F. **INDEMNIFICATION.** The Vendor shall indemnify, save, and hold PA Cyber and PDE and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Vendor with any agreements, warranties or undertakings contained in or made pursuant to this Agreement.
- G. **NEGOTIATION OF PROFESSIONAL SERVICES AGREEMENT.** PA Cyber reserves the right to reject any or all proposals or to award a Professional Services Agreement to the next most qualified Vendor if the successful Vendor does not

execute a Professional Services Agreement within twenty (20) days after award of proposal. At its sole discretion, PA Cyber may extend the date for award of the Services Agreement. PA Cyber reserves the right to negotiate any or all terms upon award of proposal.

- H. **ETHICS IN PUBLIC CONTRACTING.** By submitting its Proposal, Vendor certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Vendor, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- I. **PROHIBITED CONTACT.** Registered and non-registered lobbying of PA Cyber staff members or Board members with respect to a pending projector award is prohibited during the time between the date the RFP is advertised and the date a final contract is awarded. Any contact between PA Cyber staff members or Board members and any representative of a Vendor relating to a pending project or award (whether by writing, telephone, e-mail or otherwise) outside of properly scheduled meetings, other than as intended and initiated by a PA Cyber staff member or a Board member, shall be grounds for disqualification of the Vendor from the RFP response process. By submitting a Proposal, the Vendor represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.
- J. **CONFLICT OF INTEREST.** Vendor certifies that no PA Cyber Board member, staff member or any PA Cyber employee has a financial or beneficial interest in the Vendor.
- K. **TERMINATION.** Failure by the successful Vendor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor's failure to deliver the Services in accordance with the contract terms and conditions, PA Cyber, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs.
- L. **AUDIT.** Unless the contract is a firm fixed price contract, PA Cyber shall be entitled to audit the books and records of the successful Vendor or any

subcontractor thereof to the extent that such books and records relate to the performance of the successful Vendor's contract with PA Cyber. Accordingly, the successful Vendor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this RFP and the related contract for a period of three (3) years from the date of final payment under the contract for the Vendor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing by PA Cyber. By submitting a Proposal, the successful Vendor grants to PA Cyber the right to perform, or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful Vendor. Consequently, PA Cyber will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. VENDORS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH PA CYBER MAY BE SUBJECT TO THE PENNSYLVANIA PUBLIC RECORDS ACT.

- M. **TAXES.** The successful Vendor shall determine, be responsible for, and pay any applicable taxes related to the Professional Services Agreement. PA Cyber is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. A COPY OF DOCUMENTATION VERIFYING THE "TAX EXEMPT" STATUS OF PA CYBER IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL VENDOR UPON REQUEST.
- N. **SUPPORT.** The successful Vendor agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support PA Cyber in addressing any problem whatsoever relating to the Professional Services Agreement.
- O. **INSURANCE.** By submitting a Proposal in response to this RFP, the Vendor certifies that, if awarded a contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Vendor certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Pennsylvania. During the term of the contract, PA Cyber reserves the right to require the successful Vendor to furnish certificates of any required insurance for the coverage required by PA Cyber, if any is required.
- P. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** PA Cyber is subject to the Pennsylvania "Public Records Act." Accordingly, no claim of confidentiality or

proprietary information in all or any portion of any Proposal submitted in response to this RFP will be honored unless a specific exemption from the Public Records Act exists and such exemption is cited in the Proposal. Any claimed exemption must be specifically cited by page and paragraph number(s). An incorrectly claimed exemption does not disqualify the Vendor.

- Q. **ASSIGNMENT OF CONTRACT.** Upon execution, the contract shall not be assigned or subcontracted by the successful Vendor, in whole or in part, without the prior written consent of PA Cyber.
- R. **BINDING NATURE OF THIS RFP.** By submitting a Proposal, the Vendor agrees to be bound by all of the provisions of this RFP. The Vendor further agrees that, if it becomes the successful Vendor, the Vendor and its heirs and assigns will continue to be bound by the provisions of the RFP for the duration of the Agreement Term except to the extent any provision hereof is explicitly waived in the Agreement.
- S. **APPLICABLE LAWS AND COURTS.** This RFP and any related Proposal and resulting contract shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. Jurisdiction over any matter arising in connection with this RFP or any related Proposal or resulting contract hereunder shall be held by the state and federal courts having jurisdiction in Beaver County, Pennsylvania and the Western Federal District (Pittsburgh).
- T. **ADDITIONAL INFORMATION.** PA Cyber reserves the right to request clarification of information submitted and to request additional information of one or more Vendors.
- U. **CAPTIONS.** Headings in all sections of this document are provided as a convenience only, and shall not affect the interpretation of this instrument, its attachments, and addenda.



## **V. SERVICE SPECIFICATIONS**

Separate and distinct proposals are being requested for the following:

- A. Online Curriculum & Related Instructional Materials;
- B. Learning Management System (“LMS”)

### **A. ONLINE CURRICULUM**

The proposed curriculum is to include a complete scope and sequence of courses for Kindergarten through Twelfth Grade including documentation that such courses align to Pennsylvania Core Standards. All courses must be aligned to the Pennsylvania Academic Standards where the Pennsylvania Core Standards are not applicable. The goal of the curriculum is that all students will meet or exceed all proficiency and competency standards as are applicable. The curriculum shall incorporate an instructional design in which:

1. Program/course design reflects a clear understanding of student needs and incorporates varied ways to learn and multiple levels of mastery of the curriculum;
2. Digital content is delivered to students through a provider hosted model. Provider will not only provide the digital content, but will host its own course management;
3. The program/course is organized into themes and lessons that clearly state a suggested completion timeframe for a 180 day school year which takes into account breaks, holidays, etc.;
4. Each lesson includes an overview, content, activities, enrichment, remediation, and assignments and assessments to provide multiple learning opportunities for students to master the content;
5. The course goals and objectives are measurable and clearly state what the participants will know or be able to do at the end of the course;
6. The program/course instruction includes activities that engage students in active learning and address a variety of learning styles and preference;
7. The program/course provides opportunities for students to engage in higher-order thinking, critical reasoning activities and thinking in increasingly complex ways;

8. The program/course reflects multicultural education and is accurate, current, and free of bias;
9. The teacher can adapt learning activities and assignments/assessments on a continual basis to accommodate students' needs;
10. Readability levels, written language assignments, and mathematical requirements are appropriate for the course content and the students;
11. The program/course provides opportunities for appropriate instructor-student and student-student interaction to foster mastery and application of the material and a plan for monitoring that interaction;
12. Objectives are matched to content requirements and to the grade and skill levels of the intended audience;
13. Program/course tasks and assessments align with the required Pennsylvania CCS;
14. The program/course content and assignments are of sufficient rigor, depth, and breadth to teach the standards being addressed;
15. Information literacy and communication skills are incorporated and taught as an integral part of the curriculum;
16. Extended resources and activities are provided to increase achievement levels;
17. The content and assessments must be designed for use in a virtual environment, blended learning environment, and asynchronous environment;
18. Lesson content and activities can be manipulated/alterd by school and/or individual teachers;
19. The program can incorporate and prescribe real-time adaptive interventions based on student performance;
20. Online lessons must be accompanied by offline material (i.e. textbooks, novels, workbooks, kits, etc.) to allow for greater understanding and retention;
21. Understanding of how often offline material is updated;
22. Detailed process for clients to submit and/or make content edits, accompanied by a timeline for completion;
23. Understanding of how often content is upgraded or otherwise edited;
24. The school will understand how and when a change within a course made by a vendor will impact the client;
25. Content and assessments must address the needs of ELL learners, students with an IEP, and students with a GIEP;
26. Evidence of alignment in every course for each grade level is mandatory;
27. Audio capability to read the content to the student; and,
28. Understanding of how often courses are redeveloped or created and timeline when they are launched to clients.

The curriculum should incorporate a student assessment component in which:

1. Student evaluation strategies are consistent with program/course goals and objectives;
2. The program/course structure includes adequate and appropriate methods and procedures to assess students' mastery of content;
3. Assessment strategies and tools make the student continuously aware of his/her progress in class and mastery of the content beyond letter grades;
4. Assessment materials provide the teacher with the flexibility to assess students in a variety of ways;
5. Grading rubrics and models of partially to fully completed assignments are provided to the teacher;
6. The grading policy and practices are easy to understand;
7. A placement process for full-time students to evaluate students by skill and or grade level and enable them to be assigned appropriately;
8. Assessment and assignment answers and explanations are included;
9. Understanding of various assessment types and how each assessment type is assigned a value/score;
10. Assessments/assignments must include combination of both auto-graded and teacher graded questions;
11. Understanding of the percentage of auto-graded versus teacher graded assessments/assignments within a course;
12. There is an availability of test banks for assessments/assignments;
13. There is an ability to give multiple versions of the same assessment;
14. Assessment questions must have ability to be randomized within the system;
15. There is an ability for client to both create our own assessments/assignments and modify assessments/assignments from the vendor;
16. Assessments include both formative and summative assessment types;
17. Safeguard must exist for students to have ability to retake an assignment/assessment without access to the previous attempt and/or questions must vary from attempt 1 to attempt 2;
18. There is an availability of answer keys for use by teachers (could be included with 'e');
19. There is an ability for teachers to provide an individual comment for every assessment question;
20. Teachers must be able to view and print assessments;
21. There is an ability to upload multiple documents with assessments/assignments;
22. Teachers must be able to create individual rubric; and,
23. There are various assessment questions available, including T/F, multiple choice, short answer, open ended.

Information should be provided to students, parents, and mentors on how to communicate with the online teacher and program/course provider, including information on the process for these communications. Academic integrity, privacy issues, and Internet etiquette expectations regarding lesson activities, discussions, e-mail communications, and plagiarism are clearly stated.

The course provider is to guarantee in writing that all course materials that they developed comply with copyright laws. The courses must include guidelines for students on the use of copyrighted materials, appropriate use of networked resources and academic honesty.

Proposals are to include such instructional tools and supplies including, but not limited to, textbooks and multi-media teaching tools necessary to deliver the Educational Program.

## **B. LEARNING MANAGEMENT SYSTEM (LMS)**

The curriculum's Learning Management System is to include the following:

1. Be comprehensive and support grading, communication, and reporting;
2. Support landing screen for students to reach multiple courses easily;
3. Have an architecture that is standard-based and enables the transfer of data/course content to other LMS or SMIS systems;
4. Have the ability to create and personalize instructional paths;
5. Include a data management/data reporting package that has the ability to generate electronic reports based on student achievement data including individual student reports, teacher/mentor reports, and district reports;
6. Ability to easily create new courses within the LMS platform;
7. Ability to create groups within the system;
8. Ability to assign multiple teachers to one course/group;
9. Ability for school admin to assign students/teachers to courses/groups;
10. Teacher/staff member can view all students associated with their 'roster';
11. Ability to create and view course announcements in one or multiple courses at the same time;
12. Ability to create an announcement in one course and easily transfer/share to other courses;
13. Announcements must have feature to upload documents;
14. Ability to view individual student assessments and the details for the child;
15. Staff can view teacher feedback on individual student assessments/assignments;

16. Include a calendar creation feature for teachers;
17. Ability to assign due dates to assessments/assignments;
18. Ability to insert/edit content, links, images, videos, and documents;
19. Ability for teachers/staff to copy/share content and/or assignments/assessments from one course to another and from one teacher's course to another teacher's course;
20. Ability for teachers to create and/or edit lessons, activities, assignments, and assessments within the LMS;
21. Ability to create various assessment questions, including T/F, multiple choice, short answer, and open ended;
22. Assignments can be reset and excused/exempted while still providing the teacher with access to the student's first attempt;
23. Ability for teacher to dictate individual question items point totals and assessment point totals;
24. Ability for student and teacher to maintain access to courses and assignment after course completion;
25. Ability for teacher to upload documents to student as feedback;
26. Teacher can create and edit their own profile;
27. Students/teachers/staff can email and communicate directly from the LMS;
28. Ability for teacher/staff to preview the student view of lessons and assessments/assignments;
29. Creation of discussion board, survey feature, and writing journal available;
30. Notification to teacher when a discussion board threads has been posted to LMS with ability to not allow comment to be posted;
31. Ability to filter assignments within the grade book for teacher and student;
32. Ability for teacher to filter grade book and queue to be graded by individual assessment or student;
33. Ability for student tests to be locked and saved and returned to at a later date;
34. Ability to assign due dates for assignments/assessments within the system;
35. Ability to implement forced progression of lessons and assessments;
36. Ability for teacher to add notes to self that student will not see on individual assessments;
37. Ability for teacher to finalize a course within a system by student or by course;
38. Tool that can be used by students to record audio and upload to teacher in all courses;
39. Ability for administration to override assignment grades;
40. Ability to view individual student information;
41. Provides a notification to teacher when a student retakes an assignment;
42. Provides a notification to teacher when an assignment is turned in late;
43. Bulk grading feature;

44. Distinguisher in system based on client need to identify subsets students;
45. Ability to add item directly in the grade book with attaching it to an assessment;
46. Any assignment created by the teacher is visible in the teacher's grade book, regardless of when it is released to the student;
47. Tool available to mark-up assignments/assessments and upload back to student; and,
48. Ability for school to determine how student and staff names will be displayed within the LMS.

The Program/Course navigation is to:

1. Permit the teacher to add content, activities, and assessments to extend learning opportunities;
2. Accommodates multiple student paces for multiple student calendars;
3. Be easy to navigate;
4. Make maximum use of the robust capabilities of the online medium;
5. Ensure sharing of questions, assessments, and results with others; and,
6. Meet universal design principles.

## **VI. PRICING STRUCTURE**

Separate costs are to be provided for:

- Curriculum
- Materials
- Training

The curriculum and materials pricing is to be provided on **both** a per student and per course basis.

Vendors may submit proposals for grades K-6 and 7-12 separately or together or grades K-5, 6-8, 9-12 separately or together.

## **VII. VENDOR SUBMISSIONS**

Vendors are to:

- Provide evidence that the digital content is aligned to the Pennsylvania Academic Standards, Core Standards, Assessment Anchors, and Eligible Curriculum for the specific courses to which these standards apply.
- Provide a list of the digital content/online courses available that are specifically designed for use in both a fulltime enrollment virtual environment and a blended learning instructional environment.
- Describe the student assessment process that exists within the digital content/courses.
- Describe the differentiated instruction and interactive features that meet the varying and diverse learning and academic needs of the students.
- Describe any ancillary (offline) materials that are required.
- Describe the typical business practices for addressing both client and provider content additions and/or edits.
- Describe the reporting capabilities of the digital content management system.
- Describe the technical support and services that will be provided to the students and staff of PA Cyber. This would include the integrity of data if the server goes down (server down time should be less than 0.03%), adequate servers and backup to prevent database corruption, and product updates for the period of the contract.
- Provide Standard Support Service Level Agreement, standard response times, description of ticketing/tracking system, access to reporting features, ability for client to provide feedback regarding services provided and how customer feedback is shared to improve services and support.

## **VIII. PREPARATION OF PROPOSALS**

In order to ease comparability and enhance the review process, it is required that proposals be organized in the manner specified below with tabs. Failure to provide the required organized information will affect the evaluation of the proposal and may be grounds for disqualification. It is required that any attached schedule forms be completed and returned with your Proposal in the proper organized manner as specified below. If any form is not applicable, form should be returned stating non-applicable. An original manual signature is required.

**Table of Contents:** Include a table of contents for clear identification of the material by section and by page number.

**Tab 1 Letter of Transmittal:** Write a letter of Transmittal, introducing your firm's proposal that summarizes your understanding of the project and highlights your firm's unique qualifications for delivering this solution.

**Tab 2 Proposal:** The proposal should address the provider's ability to meet the Service Specifications outlined in the RFP. The proposal should be concise and should address the specification requirements as outlined above.

**Tab 3 Experience of Firm and Dedicated Staff:** Provide a summary of your firm's experience in delivering similar solutions. Make every attempt to match experiences to specific requirements listed in this RFP in order to illustrate specific experiences that qualify your firm to deliver this solution. Also include in this section, your firm's capacity for delivering this proposed solution --specifically, available product inventory and necessary expertise.

**Tab 4 References:** List at least five (5) other clients for whom the Vendor has provided services similar to the Services (with preference given to clients comparable to PA Cyber) and, for each such reference, the business name, the identification of a contact person, the title of the contact person, a telephone number and email address.



**CERTIFICATION OF PROPOSAL**

I (We) have read The Pennsylvania Cyber Charter School (“PA Cyber”) Request for Proposal (“RFP”) and fully understand its intent. I (We) certify that I (we) have adequate personnel and resources to fulfill the proposal requirements. I (We) further understand that our ability to meet the criteria and provide the required services shall be judged solely by PA Cyber.

I (We) further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has been made nor will be made regarding this proposal, with any PA Cyber employee or Board Member other than the listed contact people in the RFP. I (We) understand that any such contact could disqualify this proposal.

I (We) certify that all schedules and addenda contained herein shall be considered part of the entire RFP and that the complete documents submitted shall be considered a legally binding document.

Submitted by:

\_\_\_\_\_  
Proposer’s Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.**

Unsigned responses will not be considered

**ORGANIZATION**

Entity Name \_\_\_\_\_

Principal Name/Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

HISTORY/PROFILE OF PROPOSER OR PROPOSER'S FIRM.

DESCRIPTION OF ORGANIZATION (IF APPLICABLE). DESCRIBE IN DETAIL YOUR FIRM'S QUALIFICATIONS AND CAPABILITIES LISTED IN SCOPE OF SERVICES.

ATTACH RESUMES OR ANY ADDITIONAL INFORMATION ABOUT THE PROPOSER OR HIS OR HER COLLEAGUES THAT MAY BE CALLED UPON TO CONSULT WITH PA CYBER.

\*If additional space is needed, please attach to this document.

**REFERENCES, EXPERIENCE AND EXPERTISE**

Provide a list of organizations for whom you have provided Online Curriculum and a Student Learning Management System for in the last five (5) years. Provide a short summary of the services provided, and the dates of service. Please include a name and telephone number of a contact person who supervised your work where possible.

\*If additional space is needed, please attach to this document.

**COST**

- A. I (We) the undersigned, hereby propose to furnish all supervision, labor, materials, tools, equipment, supplies, services, insurance, transportation, and other incidental requirements necessary to perform the work in accordance with the foregoing RFP. I (We) offer the following price schedule that will be held firm for the duration of the contract period.

Please itemize any services or other expenses that are not included in the prices listed above.

\*If additional space is needed, please attach to this document.

**Schedule D (Continued)**

**COST**

B. I (We) acknowledge receipt of the following RFP addenda and have included their provisions in our proposal: (only necessary if additional RFP addenda have been issued)

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

C. I (We) agree to hold the RFP amount firm for ninety (90) calendar days after the receipt of the proposal by PA Cyber. The contract period will be for three (3) years with the option for PA Cyber to renew under the same terms and conditions for an additional one (1) year period.

D. I (We) have read and understand the RFP documents. Furthermore, I (We) are prepared to comply with all the requirements contained therein. Submitted by:

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.**

Unsigned responses will not be considered

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_:

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, shareholders, principals, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this RFP response.

I hereby certify that:

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

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

(3) No attempt has been made or will be made to induce any other firm or person to refrain from RFP response ding on this contract, or to refrain from submitting a RFP response higher than this RFP response, or to submit any intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

(4) The RFP response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or persons to submit an intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

(5) \_\_\_\_\_, its affiliates,  
(Name of my firm)

subsidiaries, shareholders, principals, 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 RFP response ding on any public contract, except as follows:

**Schedule E (Continued)**

I further certify that \_\_\_\_\_ understands,

(Name of my firm)

acknowledges, and agrees that the above representations are material and important, and will be materially relied upon by PA Cyber in awarding the contract(s) for which this RFP response is submitted. I understand and agree, and my firm understands and agrees, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from PA Cyber of the true facts relating to the submission of RFP response s for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public My Commission Expires:

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.**

UNSIGNED RESPONSES WILL NOT BE CONSIDERED

**VENDOR STATEMENT OF QUALIFICATIONS**

Please provide written responses to the following questions. If the answer to any of the questions is “Yes”, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

- 1. Has Vendor been declared in default of any contract?  Yes  No
  
- 2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?  Yes  No
  
- 3. Has an uncompleted contract been assigned by Vendor’s surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?  Yes  No
  
- 4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?  Yes  No
  
- 5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm’s financial position or future viability?  Yes  No
  
- 6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?  Yes  No
  
- 7. License Sanctions: List any regulatory or license agency sanctions. PA Cyber may perform a background check on respondent with all state and regulatory agencies.

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Company Name



