

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

REQUEST FOR PROPOSAL FOR TECHNOLOGY SUPPORT SERVICES

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

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 Nicole Granito *via* email to Nicole.granito@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.

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 Technology Support Services. 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 desires to establish a professional services relationship with one or more Vendors that will help manage the operations of the Charter School based on comprehensive and clear management principles in compliance with all federal, state, and local laws.

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

PA Cyber is requesting proposals for Technology Support Services.

The Technology Support Services are to include:

1. Train PA Cyber staff as deemed appropriate and necessary on technology systems;
2. Maintain the Program's network and infrastructure;
3. Provide assistance with all technology procurement and assist in evaluating software, hardware, and infrastructure for PA Cyber's technology needs;
4. Draft RFIs/RFPs as requested;
5. Provide technical requirements and integration support related to technology procurement and implementation;
6. Provide onsite and telephone support for the Program administration in troubleshooting system errors and issues;
7. Propose best practice policies and procedures regarding technology processes and change management;
8. Propose best practice policies and procedures regarding disaster recovery and security;
9. Propose best practice policies and procedures regarding the responsible use of computer equipment;
10. Support PA Cyber staff in answering technology-related questions from students, parents, teachers, and administrators;
11. Provide technology support services on the learning management system, computer and software issues, and business applications ;
12. Coordinate security, creative, and content issues pertaining to the website;
13. Coordinate Web hosting contracts and relationships with Vendors across the State as needed;
14. Handle troubleshooting issues for the Charter school's website and send issues to the appropriate person or division for resolution;
15. Provide project management services relating to software implementation;
16. Provide technology support services of technical engineers, analysts, and developers;

17. Provide Employee Technology Helpdesk;
18. Participate in on-site meetings and phone calls as needed or requested; and,
19. Provide executive level support and assistance in strategic planning and technology roadmap.

VI. VENDOR SUBMISSIONS

Vendors are to:

- Include a summary by narrative, brochure, chart, or other means showing the Vendor's qualifications and philosophy that give the Vendor the ability to satisfy all proposal requirements.
- Include a summary of how staff will be structured, trained, retrained, and professionally developed.
- Provide resumes summarizing the experience and qualifications of possible on-site managers and employees.
- Include an organizational chart showing the staffing and lines of authority of key personnel anticipated to be used in performing 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 used and shared to improve services and support.

VII. 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 performed Technology Support Services 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

