

Wilmington Area School District

REQUEST FOR PROPOSAL FOR INFORMATION TECHNOLOGY SERVICES Issued: Summer 2024

Intent. The Wilmington Area School District (the “District”) intends to secure Proposals for Information Technology Services.

Contract Term. The Contract shall cover a 5-year term.

INFORMATION AND GENERAL CONDITIONS

General Conditions are listed below:

1. **Submission of Proposals.** All Proposals are due by 2:00 PM on August 1, 2024.

Proposals to be sent to:

Wilmington Area School District
Attn: Joshua Latore
300 Wood Street
New Wilmington, Pa. 16142

Proposals shall have “**Information Technology Services Proposal**” on the outside of the envelope. The District reserves the right to reject any and/or all Proposals and to waive, at its discretion, any irregularities, mistakes, omissions, or informalities.

Questions should be directed to Joshua Latore, Director of Finance & Operations, at latore@wasd.school before 4:00 PM Thursday, July 25, 2024.

Award recommendation to the Wilmington Area School Board shall be made in Fall 2024.

2. All proposals must be submitted using the forms provided, with the prices stated as requested. Prices are to be held for ninety (90) days. An authorized company officer must sign all requests.
3. Each Contractor submitting a Proposal must agree to enter into a contract and furnish any insurance certificates required by the District at the time of submission of the request per the terms and the specifications governing it.

4. By submitting your Proposal, each Contractor is responsible for familiarizing himself/herself with the contract documents and stipulating that he/she has read and is familiar with them and understands and agrees to them.
5. In submitting a Proposal, the Contractor agrees to abide by all applicable State and Federal regulations and guarantees that all items subject to OSHA requirements will not violate those requirements.
6. The Contractor shall comply with the laws, rules, regulations, and policies of federal, state, and local governments and ensure that all personnel associated with this Agreement are familiar with them.
7. The District reserves the right to accept or reject any portion of any Proposal submitted, waive any informality, and make the award in the District's best interest.
8. Monthly invoices shall be sent to Accounts Payable at the District's Administration Building. All invoices are to be billed in equal monthly installments.
9. Payment will be made within 30 days of the receipt of the invoice(s).
10. All information, general conditions of the Request for Proposal and contract, the specifications for the articles, supplies, equipment, and materials or a description of the services desired, or the specifications for the work required, the drawings, plans, and supplemental bulletins in connection therewith, as the case may be, the Contractor's response thereon, and the contract to be executed by him/her, shall be collectively known and designed as the contract documents and together shall form and govern the contract.
11. **Conflict of Interest Statement:** Each Contractor submitting a Proposal must declare that this Proposal was made without any connection with any other person or entity making a Proposal for the same services, that it is in all respects fair and without collusion or fraud, and that no person acting for or employed by the District is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached.
12. **Pricing.** The service prices provided are for a five-year term. The contract may be extended for an additional one (1) year under identical terms and conditions as mutually agreed. A price increase beyond the original contract term can be negotiated, but it cannot exceed the CPI rate from the previous year.

13. **Failure to Perform/Unsatisfactory Performance.** If the Contractor's work is deemed unsatisfactory, based upon timeliness, quality of work, or other factors determined by the District, the contract may be terminated upon written notification.

14. Under Pennsylvania Law, the chosen Contractor must obtain three (3) satisfactory employee clearances for each employee assigned to work on or in any Wilmington Area School District property or facility. The cost of obtaining such employee clearances shall be the sole responsibility of the chosen respondent. The three employee clearances include:

- a) Act 34 – Pennsylvania Criminal History Background Check,
- b) Act 114 – FBI Background Check (fingerprints),
- c) Act 151 – Child Abuse Clearance.

The selected Contractor must provide a copy of each employee's above three clearances before the employee can provide services at the Wilmington Area School District locations. The clearances cannot be older than one (1) year.

15. Under Pennsylvania Law, the chosen Contractor's employees assigned to work on or in any Wilmington Area School District property or facility must be tested for TB before working for the District. The cost of obtaining such testing shall be the sole responsibility of the chosen Contractor.

16. Under Pennsylvania Law, the chosen Contractor's employees assigned to work on or in any Wilmington Area School District property or facility will be required to complete and submit an Arrest/Conviction Report and Certification Form per Act – 24 (of 2011) and Act – 82 (of 2012).

17. Under Federal Law, the chosen Contractor's employees assigned to work on or in any Wilmington Area School District property or facility must complete and submit a Form I-9, Employment Eligibility Verification.

18. **Identification.** All employees of the Contractor must be identifiable at all times. A District ID badge will be issued at the District's expense.

19. **Equal Opportunity Employer.** The District is an equal-opportunity employment, educational, and service organization.

20. **Discrimination.** The Contractor shall not discriminate against any employee, applicant for employment, independent Contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex.

21. **Debarment and Suspension.** The District shall award contracts only to responsible Contractors who can perform successfully under the terms and conditions of the Request for Proposal. Consideration will be given to such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
22. **Agreement.** Prospective Contractors shall include a copy of their proposed agreement in their proposal. The final agreement shall be mutually agreed upon and incorporate the scope of services and conditions described herein.
23. **Selection Criteria.** The selection criteria shall include, but are not limited to, cost, information technology experience, compliance with applicable state laws and required training, references, agreement language, and insurance coverage. The District reserves the right to select the Contractor who best meets its needs.
24. **Notice.** As this Request for Proposal is not a competitive bid, the District retains the right to negotiate the price and other terms of the contract with the respondents identified and chosen by the District.
25. **Insurance.** The Contractor shall be responsible for providing general liability insurance, automobile liability insurance, professional liability insurance, and workers' compensation insurance for its employees and Information Technology services, which shall be primary to the insurance of the District. The limits of liability for Contractor's general liability and automobile liability insurance policies shall be no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate – bodily injury and property damage no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The liability limits for the Contractor's professional liability insurance shall be no less than \$1,000,000 per occurrence. The limits of liability for the Contractor's workers' compensation coverage shall be \$100,000 per occurrence, \$500,000 for disease, and \$100,000 for disease for each employee or other minimum amounts in accordance with applicable federal and state statutory requirements. The Contractor shall show evidence of excess liability insurance with a \$2,000,000 per occurrence limit. The District shall be responsible for providing general liability insurance, including premises liability insurance and professional liability insurance for the activities of its employees. The parties shall provide evidence to each other's satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the Term. Appropriate certificates evidencing such insurance shall be provided upon request. Wilmington Area School District, 300 Wood Street, New Wilmington, PA 16142, shall be named as additional insured on all insurance coverage.

26. **Independent Contractor.** It is hereby understood and agreed that the Contractor, in performing this Agreement, is acting as an independent Contractor and that the Contractor is not an agent, servant, partner, or employee of the District. The Contractor will have control over the work to be performed, provided same is consistent with the requirements of the Agreement, and shall be solely responsible for paying its own federal, state, and local taxes, salaries, Social Security payments, and any other payments incurred by the Contractor in the performance of this Agreement, as well as perform all necessary legal requirements of employment. None of the benefits provided by the District to its employees including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and employment insurance, are available from the District to the Contractor and/or any of the Contractor's agents, servants, and employees. The Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the District or to bind the District in any way whatsoever.

27. For the Proposal to be valid, the following forms must be completed and returned:

- a) Proposal Form, Price Form Section I, and Price Form Section II
- b) Statement of Contractor's Qualifications
- c) Non-Collusion Affidavit

SCOPE OF SERVICE & REQUIREMENTS

SECTION 1:

Provide personnel to fill the following positions. If the work can be provided by only one of these individuals, the contractor shall note that on their price form.

- Director of Technology
- Network Administrator

Director of Technology

Assist the Office of the Superintendent. Provide management and technical expertise for all aspects of Information Technology for the District.

Primary Duties and Responsibilities:

- Manage all Information Technology strategies, policies, services, hardware, and software aspects.
- Coordinate with the different departments to develop Information Technology plans and strategies for administrative and instructional use.
- Manage adopted Information Technology strategies.
- Manage the operational state and functionality of all systems within the network structure.
- Negotiate, monitor, and administer all Information Technology maintenance, installation, purchase, and service agreements.
- Develop and manage the Information Technology annual capital and operating budgets.
- Manage all Information Technology projects.
- Supervise and evaluate Information Technology technical and administrative support staff.
- Develop, administer, and execute user support training for all Information Technology systems.
- Manage and administer all Information Technology databases.
- Establish procedures and work standards for all Information Technology staff.
- Maintain knowledge of new developments in the Information Technology field by involvement in professional organizations, ongoing education and training, awareness of trends, research, new programs, legislation, and state and federal laws and regulations related to Information Technology and/or technology in school districts.
- Follow Board Policies and Information Technology procedures.

Secondary Duties and Responsibilities:

- Attend selected workshops, trainings, or seminars designed to enhance technology skills.
- Participate in District meetings and committees.
- Perform any other technology duties as needed by the Superintendent.

Network Administrator

Assist the Director of Technology. Perform duties required to manage and maintain the network infrastructure.

Primary Duties and Responsibilities:

- Ensure the stability and reliability of networks to support educational and administrative functions.
- Install patches, upgrades, and software on the network servers and components. Troubleshoot and replace defective equipment as required to keep network operational with minimal downtime.
- Administrate network users in providing secure access to email, internet, and network resources. Manage user accounts and assist in training of staff in the use of applications and resources.
- Provide application and operating system support, including the timely installation of upgrades and patches, license compliance management, setup, and support of web servers and web-based/server-based applications.
- Maintain and monitor network security by means of firewalls, content filtering, intrusion detection, virus protection, and monitoring software.
- Manage network authentication and privileges provided to users.
- Manage the network infrastructure.
- Develop a comprehensive solution for network backup and disaster recovery.
- Assist in the documentation of the network including inventory management and procedure writing.
- Support the network's growth by installing network drops, servers, and switches as needed.
- Assist with the purchasing of software and new equipment through working with vendors, sales interviews, and via the internet.
- Assist with researching cost-effective means of providing technology-related services to students and staff.
- Follow Board policies and Information Technology procedures.

Secondary Duties and Responsibilities:

- Attend selected workshops, trainings, or seminars designed to enhance technology skills.
- Participate in Information Technology department meetings and committees.
- Perform any other technology duties as needed by the Senior Network Administrator, the Director of Technology, or other assigned designee.

Standard Hours

Standard hours for all the positions are 8 hours a day. Extended or additional hours may be required to meet the job responsibilities. The District will pay no overtime. Scheduled times are subject to the District's operational hours and 260-day school year calendar.

District Information

The Wilmington Area School District comprises approximately 960 students and 135 faculty/staff members. During the school day, each student has access to a device (iPads or Chromebooks) and can bring them home.

The Contractor should have knowledge of and experience with the systems listed below that are used in the District.

- Alma,
- BussBoss,
- Raptor Visitor Management System,
- Adobe,
- Data Security / Firewall knowledge.
- Parent Square,
- SmartPass,
- Video Surveillance systems,
- Phone System,
- Physical security systems/door access controls,
- Public address and bell systems,

Asset Inventory

The contractor will maintain and update an ongoing inventory of all technology assets owned by the Wilmington Area School District that consists of the following endpoint device types: windows desktops & laptops, windows tablets, Apple iPads & laptops, Google Chromebooks, touchscreen displays, MFP Copiers, special needs devices. The following network device types: physical servers, virtual servers, storage area networks, firewalls, physical switches, phones, wireless access points, and security cameras.

The Contractor shall provide Tech Ed support for the following, as needed:

- Professional development,
- Support for teacher observation in an online environment,
- Tech coaching,
- Instructional applications support,
- Online Project-based learning,
- Technology integration planning and implementation support,
- Instructional device support to teachers, students, and families,
- Consultation services,
- Other services as requested.

LIST OF ATTACHMENTS

Attachment A – Proposal Form, and Price Form Section I

Attachment B – Statement of Contractor’s Qualifications

Attachment C – Non-Collusion Affidavit

ATTACHMENT A

WILMINGTON AREA SCHOOL DISTRICT

REQUEST FOR PROPOSAL FOR INFORMATION TECHNOLOGY SERVICES

Issued: Summer 2024

PROPOSAL FORM

Name of Contractor _____

Address _____

Contact Person _____

Telephone Number _____

Email Address _____

Website Address _____

FIRST, that we have carefully examined the Request for Proposal, General Conditions, Specifications, Proposal Form, Price Form, Statement of Contractor's Qualifications, Non-Collusion Affidavit, and in accordance with the same, submit this Proposal and agree to furnish and perform the specified work for the Wilmington Area School District as per the Grand Total listed on Price Form.

SECOND, that this Proposal is subject to all the terms of these specifications, and we hereby agree to furnish such materials and labor as required in these specifications.

THIRD, that the prices quoted herein are exclusive of Federal Excise and Pennsylvania State Sales Tax.

FOURTH, as based upon the preceding specifications, the following Proposal prices are listed as firm for a period of ninety (90) days after the date established for receiving Proposals.

If Bidder is an Individual:

Sign Here _____
(Date)

If Bidder is an Individual trading under a fictitious name or partnership:

Sign Here _____
(Date)

Title _____

Trading As _____

If Bidder is a Corporation, fill in Corporate name, sign and affix seal:

Name _____

By _____

(President or Vice President)

(Date)

Attest _____

(Secretary or Assistant Secretary)

(Date)

ATTACH CORPORATE SEAL HERE:

PRICE FORM

SECTION I

POSITION	Year 1	Year 2	Year 3	Year 4	Year 5
Director of Technology					
Network Administrator					

➤ Prices to be invoiced in 12 equal monthly amounts.

Name of Contractor _____

Authorized Signature _____

Title _____

Date _____

ATTACHMENT B

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

The following questions are to be answered clearly and comprehensively. Where indicated, questions are to be answered on separate attached sheets. The Contractor may submit additional information as the Contractor may desire.

1. Name of Contractor _____
2. Office address _____
3. When was this business organized? _____
4. If a Corporation, where is the corporation incorporated? _____
5. How long has this company been involved in performing Information Technology services?
6. List five (5) current references, school references preferred, of Information Technology Services contracts that are current or have been completed in the last 18 months. Provide name, address, phone number, and contact information, and state the dates of these contracts on a separate sheet.
7. State your knowledge and experience with the systems listed in Section I on a separate sheet.
8. Has the Contractor ever failed to complete or default on any contract awarded to them?
_____ If yes, provide a full explanation on a separate sheet.
8. Describe the size and scope of your company on a separate sheet. Include number of employees, description of equipment, etc.

This Statement is dated on the _____ day of _____, 2024

Name of Contractor _____

By _____

ATTACHMENT C
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

I state that:

1. The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Contractors, or potential Contractors.
2. 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 Contractor(s) or potential Contractor(s), and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.
4. My company's Proposal 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.
5. (Name of Company) _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion concerning bidding on any public contract, except as follows:

I state that (Name of Company) _____ understands and acknowledges that the above representations are material and important and will be relied on by the Wilmington Area School District in awarding the contract(s) for which this Proposal is submitted. I understand, and my company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Wilmington Area School District of the facts relating to submitting Proposals for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 2024

Notary Public

My Commission Expires