

Chappaqua Central School District

**REQUEST FOR PROPOSALS
CCSD RFP # 2019-5**

ON-SITE INFORMATION TECHNOLOGY SERVICES

2019-2020

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD,
CHAPPAQUA, NEW YORK 10514**

**REQUEST FOR PROPOSALS
CCSD RFP # 2019-5**

THE BOARD OF EDUCATION OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT (HEREINAFTER REFERRED TO AS THE "DISTRICT") HEREBY INVITES THE SUBMISSION OF PROPOSALS FOR THE FOLLOWING PROFESSIONAL SERVICES:

**ON-SITE INFORMATION TECHNOLOGY SERVICES
2019-2020**

FORMS FOR PROPOSAL, CERTIFICATION, CONDITIONS, AND SPECIFICATIONS MAY BE OBTAINED AT THE CHAPPAQUA CENTRAL SCHOOL DISTRICT BUSINESS OFFICE LOCATED AT 66 ROARING BROOK ROAD, CHAPPAQUA, NY 10514.

IN ALL CASES IT MUST BE UNDERSTOOD THAT CONDITIONS AND SPECIFICATIONS OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT SHALL APPLY. SEALED PROPOSALS MUST BE MARKED, **CCSD RFP #2019-5 "ON-SITE IT SERVICES - 2019-2020"**, AND WILL BE RECEIVED UNTIL 2:00 P.M. ON MAY 20th, 2019 AT THE CHAPPAQUA CENTRAL SCHOOL DISTRICT BUSINESS OFFICE LOCATED AT 66 ROARING BROOK ROAD, CHAPPAQUA, NY, AT WHICH TIME AND PLACE ALL PROPOSALS WILL BE PUBLICLY OPENED AND SUBSEQUENTLY ANALYZED.

THE BOARD OF EDUCATION RESERVES THE RIGHT TO CONSIDER QUALIFICATIONS, EXPERIENCE, AND REPUTATION IN THE IT SERVICES INDUSTRY, AS WELL AS THE SPECIFIC QUALIFICATIONS OF A PROPOSER SET OUT HEREIN, IN CONSIDERING PROPOSALS AND AWARDING THE CONTRACT. THE BOARD OF EDUCATION RESERVES ALL RIGHTS AND MAY REJECT ANY OR ALL PROPOSALS AS IT MAY DEEM APPROPRIATE TO DO SO.

DATED: APRIL, 2019

BOARD OF EDUCATION OF THE:
CHAPPAQUA CENTRAL SCHOOL DISTRICT

TABLE OF CONTENTS

PROJECT DESCRIPTION	1
SCOPE OF REQUESTED SERVICES	1
System Support & Maintenance	1
Networking Management	2
Internet Support.....	2
Database Support	2
STAFF DESCRIPTIONS.....	3
System Engineer and Technical Manager	3
Network Engineer	3
Database Database Manager and Database Administrator.....	3
Hardware Technicians.....	3
Table 1. Service Levels for System Operation	4
Table 2. Service Levels for Remedial Maintenance	5
REPORTS.....	7
PROPOSAL ASSUMPTIONS	8
PRIVACY.....	9
SCHEDULE	13
Project Commencement	13
Daily & Weekly	13
Holidays.....	13
REFERENCES.....	14
INSURANCE REQUIREMENTS	13
INSURANCE CERTIFICATION FORM.....	15
FORM OF PROPOSAL: COMPENSATION FOR SERVICES.....	14
Description of Transition Service	18
HOLD HARMLESS AGREEMENT	18
NON-COLLUSIVE PROPOSAL CERTIFICATION.....	19

PROJECT DESCRIPTION

The Chappaqua Central School District (District) is requesting proposals for comprehensive On-Site Information Technology (IT) services for each of the district's six schools as well as the District Offices. The selected technology consultant will support the District's Local Area Networks (LAN's) and Wide Area Network (WAN's). This service includes support for Microsoft's Operating System & Apple MacOS/iOS environment. The IT support structure should include one full-time Network engineer, one full time network specialist, four full time hardware support technicians, and two database support specialists.

The technology consultant should describe as part of this RFP a plan for the transition from the District's current IT support staff to theirs, if necessary. This response should include the costs and time required to achieve this transition without system interruption.

This RFP is for one year. However, upon completion of the first year, if the District is satisfied with the level and quality of service provided, the expectation will be to renew the contract annually for up to four additional years.

SCOPE OF REQUESTED SERVICES

The scope of services contained in this agreement includes but is not limited the following:

System Support & Maintenance

1. Install and support computer equipment (PCs, Macs, Chrome).
2. Troubleshoot computer hardware and software issues.
3. Maintain district computer images used in the cloning of district computers.
4. Maintain and Deploy 1:1 computing environment.
5. Install and configure printers.
6. Troubleshoot printing issues.
7. Install and configure ancillary computer hardware (ex. scanners, LCD projectors, electronic whiteboards, keyboards, mice, etc.).
8. Support and troubleshoot all District software and cloud-based services.
9. Recommend hardware and network software for budget development.
10. Provide help-desk support to all buildings in the district during the normal school hours of operation.
11. Maintain hardware inventory and documentation on networking design and layout.
12. Other technology support services as determined by the District's Director of Technology, Innovation & Mathematics.

Networking Management

1. Administer Microsoft Active Directory and other required directory services.
2. Administer macOS/iOS mobile device management services.
3. Install and configure networked applications.
4. Administer the district's backup protocols and procedures.
5. Maintain and manage email, Internet, software applications, cloud-based services, data and print servers as well as any additional servers that may be purchased by the District
6. Configure and manage all network devices and appliances such as switches, routers, filter management devices.
7. Manage the district's security policies (i.e. Student, Teacher & Administrative).
8. Provide analysis of the District's networking needs for budget development.
9. Install servers, backup drives, storage devices and network cards.
10. Other network management services as determined by the district's Director of Technology.

Internet Support

1. Monitor deployment of security software and definition updates.
2. Configure routers and switches.
3. Oversee internet & network security such as firewalls and internet filters.
4. Manage internet filtering requests.
5. Other network internet support services as determined by the district's Director of Technology.

Database Support

1. Support all district database applications including the district's student management system.
2. Database customization and programming.
3. Custom reporting.
4. Program upgrades and patches.
5. Support all federal and state data warehouse reporting requirements.

STAFF DESCRIPTIONS

Systems Engineer and Technical Manager (1 person)

Certifications - MCSP or equivalent experience

Ability to install, manage Network operating system and perform operating system upgrades
Operating system troubleshooting
Standard network/local printing and print queue installation and management
General network Administration (adding users, groups, shares, printers)
Server hardware configuration
Rack device installations and cable management.
Attached storage subsystem management
Implementation of patch process
Switch installations
Stand-alone Tape drive & cloud-based backup installations
Approved server based tape & cloud-based backup software installation and configuration
General server diagramming and documentation
Ten years or more experience as a systems administrator and manager
Manage day-to-day operations of technical team

Network Engineer (1 person)

Certifications - MCSE or equivalent experience

Ability to install network operating system and perform more complex upgrades (application and data)
Advanced troubleshooting of operating system
Advanced network/local printing such as shared faxing and shared scanning
Advanced network administration such as directory and domain troubleshooting
Hardware configurations
Server configurations
Implementation of patch process for server group such as Microsoft Servers using bundled solutions
Managed/configurable switches
Stand alone tape drive installations including autoloaders.
Approved server base tape backup software installation and configuration
Server diagramming and documentation
Degree and experience in cyber-security
Ten years or more experience as a network engineer

Database Support Manager & Database Administrator (2 people)

Manage and support student management system software and hardware
Support end user reporting requirements
Manage and support all district database applications
Support all state and federal data warehousing requirements
Support end user training requests
Responsible for database updates and synchronization
Fifteen years or more as a database manager

Hardware Technicians (4 people)

Install and support all PCs, Macs, and iPads including creation and maintenance of images & mobile device management.
Install and configure ancillary computer hardware including scanners and printers.
End user hardware and software troubleshooting.
Network connected audio / video support
Manage Apple environment (JAMF, Apple School Manager)

SERVICE LEVELS

System Operation Service Levels. Supplier will provide the Services to Customer so that all of the quantitative measurements set forth in the first column of Table 1 below (each, a “Metric”) satisfy the corresponding specifications set forth in the second column of Table 1 below (each, a “Standard”). If any Metric does not satisfy one or more of its corresponding Standards, then Customer will be entitled to receive the corresponding remedy(ies) set forth in the third column of Table 1 (each, a “Remedy”).

Table 1. Service Levels for System Operation

Metric	Standard	Remedy
Availability – Percentage of Measurement Intervals that are not Downtime	99.99% + of each Measurement Period	One Credit for each 0.5 percentage points below Standard
	98.00% + of any Measurement Period	Right of Termination for Deficiency
Latency – Longest round trip time between any two points within the Service Network	60 milliseconds	Two Credits for each percentage of the Measurement Period
	90 milliseconds for 5% of Measurement Period	Right of Termination for Deficiency
Data Loss – Largest percentage of data packets lost during the round trip between any two points within the Service Network	0.1% or less	One Credit for each Measurement Period
Data Protection – Failure to store all Customer Data generated on previous day onto non-volatile memory and contemporaneously record completion	Each occurrence	One Credit
Security Check – Failure to run security verification software daily and contemporaneously record completion	Each occurrence	One Credit
Total Credits accumulated during any Measurement Period	20 Credits	Right of Termination for Deficiency

Response and Resolution Times. Supplier will respond to and resolve problems so as to meet all of the Service Levels in Table 2 below. If Supplier does not satisfy one or more of those Service Levels, Customer will be entitled to receive the credits specified below. (For example, if Supplier provides a Workaround for a Priority 1 problem in eight hours, Supplier will owe four Credits. Such credits will be deemed to be price reductions reflecting a diminution in the value of such services as a result of the failure to meet the service levels rather than liquidated damages or a penalty. Any failure by Supplier to meet any service levels rather than liquidated damages or a penalty. Any failure by Supplier to meet any service level two or more times in any six month period will be deemed a material breach by Supplier that is incapable of cure.

Notice of Delayed Resolution. If Supplier does not resolve a problem within the Resolution Times listed in Table 2 below, Supplier will immediately notify Customer. This notice will include (i) a reasonable explanation for the delay and (ii) a good faith schedule and plan for correction. This notice will not constitute an excuse or waiver of performance. Supplier will keep Customer informed of the progress of its efforts to resolve Priority 1 or 2 problems at appropriate intervals or as requested by Customer.

On-Site Support. If a Priority 1 problem is not resolved by Supplier within 24 hours after Supplier learns of the problem, or a Priority 2 problem is not resolved within 72 hours after Supplier learns of the problem, then Supplier will, within 48 hours after Customer’s request, provide qualified Supplier Personnel at Customer’s designated location to work exclusively and continuously on the problem until it is resolved. If Supplier subsequently demonstrates that the problem was not the result of a failure of the System, Customer will reimburse Supplier for those on-site services at the rates set forth on the applicable Schedule or the Pricing Exhibit, if any, or Supplier’s prevailing rates (whichever rates are lowest).

Table 2. Service Levels for Remedial Maintenance

Problem Priority	Priority Definition	Service Level Metrics and Standards		
		Required Response Time/ Remedy	Required Resolution Time/ Remedy	Required Action/Escalation
Priority 1 (Critical)	A problem that (i) prevents the System from processing a critical business process or function or materially hinders work or use of the System by a Recipient, (ii) prevents a Recipient from using the System to provide services in compliance with applicable Law, (iii) prevents one or more users from accessing data or putting new data into the System, (iv) causes loss or corruption of data, or (v) leaves the System without a working backup for the System or a Recipient's environment. In addition, Priority 1 problems include any Priority 2 problem that has remained unresolved for a period of 72 hours after Supplier learns of the problem.	Standard: Immediate (i.e., less than 15 minutes). Remedy: 1 Credit: • if Response Time exceeds 15 minutes; and • for each 5 minute interval thereafter until a response is provided.	Standard: 2 hours for a Workaround. Remedy: 1 Credit: • if Resolution Time for a Workaround exceeds 2 hours; and • for each 1 hour interval thereafter until a Workaround is provided. Standard: 24 hours for a fully tested permanent correction. Remedy: 1 Credit: • if Resolution Time for a permanent correction exceeds 24 hours; and • for each 12 hour interval thereafter until a permanent correction is provided.	Supplier will use all commercially reasonable efforts to resolve each problem as quickly as possible within 2 hours after Supplier learns of the problem, or within a shorter timeframe as the parties may otherwise agree. Supplier will provide qualified Supplier technical support and developer personnel, as needed, to work on the problem exclusively and continuously until it is corrected. If not resolved within 6 hours, Supplier's Vice President for Support will be paged and Supplier will further escalate its efforts to resolve the problem.
Priority 2 (Serious)	A problem that affects any process or function that is non-critical but is material to a Recipient's business. A Priority 2 problem may be composed of a collection of problems that would otherwise individually constitute Priority 3 or Priority 4 problems, but which, taken as a whole, have the effect of a Priority 2 problem.	Standard: Immediate (i.e., less than 30 minutes) Remedy: 1 Credit: • if Response Time exceeds 30 minutes; and • for each 5 minute interval thereafter until a response is provided.	Standard: 4 hours for a Workaround. Remedy: 1 Credit: • if Resolution Time for a Workaround exceeds 4 hours; and • for each 2 hour interval thereafter until a Workaround is provided. Standard: 24 hours for a fully tested permanent correction. Remedy: 1 Credit: • if Resolution Time for a permanent correction exceeds 24 hours; and • for each 12 hour interval thereafter until a permanent correction is provided.	Supplier will use all commercially reasonable efforts to resolve each problem as quickly as possible within 4 hours after Supplier learns of the problem, or within a shorter timeframe as the parties may otherwise agree. Supplier will provide qualified Supplier technical support and developer personnel, as needed, to work on the problem exclusively and continuously until it is corrected. If not resolved within 24 hours, Supplier's Vice President for Support will be paged and Supplier will further escalate its efforts to resolve the problem

Priority 3 (Moderate)	A problem that affects any process or function that is non-critical to any Recipient's business, but does not qualify as a Priority 1 or a Priority 2 problem.	Standard: 2 hours. Remedy: 1 Credit: • if Response Time exceeds 2 hours; and • for each 1 hour interval thereafter until a response is provided.	Standard: 24 hours for a Workaround. Remedy: 1 Credit: • if Resolution Time for a Workaround exceeds 24 hours; and • for each 12 hour interval thereafter until a Workaround is provided. Standard: A fully tested permanent correction as part of Supplier's next regularly scheduled release or update. Remedy: 1 Credit: • if a permanent correction is not provided with Supplier's next release or update; and • for each release or update thereafter until a permanent correction is provided.	Supplier will use all commercially reasonable efforts to resolve each Priority 3 problem within 2 days after Supplier learns of the problem, or within a shorter timeframe as the parties may otherwise agree. Supplier will provide qualified Supplier technical support and developer personnel, as needed, to work on the problem until it is corrected.
Priority 4 (Low)	Minor problems that do not adversely impact any process or function, errors in documentation, or a question or support inquiry by a Recipient.	Standard: 5 business day. Remedy: 1 Credit: • if Response Time exceeds 5 business days; and • for each 2 business days thereafter until a response is provided.	Standard: Supplier will provide Customer with a permanent correction as part of Supplier's next regularly scheduled release or update or as otherwise mutually agreed by the parties. Remedy: 2 Credits if a permanent correction is not provided with Supplier's next regularly scheduled release or update or as mutually agreed by the parties.	

REPORTS.

Supplier will provide to Customer, within 15 days of the end of each calendar month during the term of this Schedule, a report or series of reports that cover, at a minimum, the following information regarding the performance of the System and Services:

- (a) the Service Credits earned by Customer;
- (b) the monthly System Availability percentage;
- (c) the number of Service Calls received during the preceding month, summaries of the calls, average, minimum and maximum response and resolution times, and a listing of all outstanding problems;
- (d) a summary of Customer requests for upgrades and/or modifications to the System; and
- (e) a summary of actions taken or planned to remedy any failure by Supplier to meet any of the Service Levels set forth in this Exhibit.

For avoidance of doubt, the foregoing reports are in addition to any reports and analytics described elsewhere in this Agreement.

PROPOSAL ASSUMPTIONS

1. The District will contract with the technology consultant for the period of at least one (1) week to review the existing network profile before the technology consultant commences network management.
2. The District will provide the necessary hardware or will reimburse the technology consultant for items procured to make repairs to computer equipment.
3. The District will provide the technology consultant with all necessary rights/passwords to administer the entire district's network.
4. Services requested that cannot be completed within time allotted by this contract will be negotiated for separately and will be billed as additional services.
5. The District will not responsible for any employee benefits.
6. The District will provide a viable technology budget for all projects and services, which shall include contingencies for changes during implementation and other costs which are the responsibility of the district.
7. The District will designate a representative authorized to act in the District's behalf with respect to the project at the time of the execution of this agreement.
8. The District agrees that should this agreement be terminated, the District is precluded from employing current or former Technology consultant employees directly or through competing firms for the duration of the project or within sixty (60) months of the date of termination of this Agreement, whichever is longer.
9. The District will make the worksite available during normal working hours to Technology consultants onsite staff all weekdays unless listed as a holiday in the District calendar.

PRIVACY

Confidential Information. Vendor understands that in performing its Agreement with the School District, Vendor may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about individuals, businesses and families. Vendor may also have access to confidential information, potentially including student directory information; personnel information and records; information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Vendor through any activity related to the Agreement. Vendor agrees it, its officers, employees and/or agents shall not reveal, publish, discuss, disclose or communicate the content of such Confidential Information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement. Vendor understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Agreement. Vendor agrees that if he/she/it receives a subpoena for divulgence of Confidential Information, he/she/it shall notify the School District prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of the Agreement. Without limiting any of the foregoing statements in this paragraph, Vendor further agrees:

- a. To execute, comply with and incorporate as Exhibit "A" to this Addendum, as required by New York State Education Law Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by the School District;
- b. Not to sell or release a student's personally identifiable information for any commercial purposes;
- c. Not to use the education records of the School District or any student and/or staff data of the School District, as those terms are defined in New York State Education Law Section 2-d, for any purpose other than those explicitly authorized in this Addendum or the Original Agreement;
- d. To use reasonable administrative, technical and physical safeguards consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student and/or staff data of the School District while in motion or in the custody of Vendor from unauthorized disclosure;
- e. To limit internal access within Vendor to the education records of the School District as well as to the student and/or staff data of the School District to those individuals that are determined to need such records or data to perform the services set forth in the Original Agreement;
- f. To not disclose any personally identifiable student and/or staff information to any other party, unless the disclosure is required by statute, subpoena or court order and Vendor provides a notice of the disclosure to the School District no less than the three (3) days before such information is required to be disclosed, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order;
- g. To immediately notify the School District in the event that any personally identifiable information of the School District, its employees, students or administrators is breached and/or released without authorization;
- h. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Vendor;

- i. Upon termination of the Agreement, Vendor will return to the School District or destroy School District's student and/or staff data; and
- j. In the event of a breach or unauthorized release of any personally identifiable information of the School District, its students or staff by Vendor, Vendor must promptly reimburse the School District for the full cost of any notifications the School District makes as a result of the breach or unauthorized release.

2. Confidentiality Training. Vendor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students as well as its staff. Vendor represents and warrants that any officers, employees or agents of Vendor, who will have access to student and/or staff data of the School District, has received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access or any further access to such data.

SCHEDULE

Project Commencement

The anticipated project start date is October 1, 2019. The transition period will commence at a mutually agreed to time, if necessary.

Daily & Weekly

All consultants will work forty (40) hours per week, 52 weeks per year and will support all 6 school buildings and the district office. The consultants will receive ½ hour for lunch unless another mutually agreeable schedule is determined.

Holidays

Determined by District calendar

REFERENCES

1. Proposers shall provide at least three (3) references demonstrating that they have successfully provided the same or similar technology services to a school district or comparable municipality.
2. All references must include a contact person and a telephone number.

QUESTIONS ABOUT THE RFP

Any question about this RFP should be directed to Joshua Culwell-Block, Director of Technology, Innovation & Mathematics Voice: (914) 238-7200 ext: 1019, E-mail: joblock@ccsd.ws

SITE VISIT

Site visits can be scheduled by contacting Joshua Culwell-Block using the above information.

INSURANCE REQUIREMENTS

As part of the RFP submission, vendor must submit the following insurance requirements:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of Chappaqua Central School District as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance. . In box labeled "Certificate Holder" which is located at the bottom left hand corner of the form must display the following address;

Chappaqua Central School District
66 Roaring Brook Road.
Chappaqua, NY 10514
2. The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the District.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for both on-going and completed operations. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the certificate of insurance.
3.
 - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the liability policies.
 - b. At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
 - c. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance.
4. The contractor agrees to indemnify the District for any applicable deductibles and self-insured retentions.

5. Required Insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

b. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**

Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

d. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the consulting services being performed, directly or through sub-consultants, by the Consultant performed under the contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

e. **Excess Insurance**

\$1,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

6. Endorsement Indicating Additional Insured:

The district shall be listed as an additional insured by using endorsement CG 20 10 11 85 or broader. Additional insured status for the district must include both on-going AND completed operations with confirmation of that written in the description section of the COI. The certificate must state that this endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.

7. Insurance Certification Form:

The enclosed Insurance Certification form must be filled out and signed by both the bidder's insurance representative as well as the bidder. The signed form must then be submitted with bid documents in the bidder's sealed bid package.

8. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

9. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR).

The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

10. The Contractor agrees to provide a copy of the insurance requirements to its insurance representative (such as, its insurance broker) prior to entering into the contract.

Chappaqua CSD
P.O. Box 21: 66 Roaring Brook Road
Chappaqua, NY 10514

Contact Information

Insurance Certification

RFP or Project No. # _____ **Name of Project:** _____

Your insurance representative must completed the form below in order to be considered for the award of this RFP or project, and it is important that you complete the RFP's Acknowledgment section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date: _____

Insurance Representative

Vendor's Acknowledgment:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the RFP, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, the Chappaqua CSD may reject my RFP and award to the next recommend vender.

Firm Name: _____

Address: _____

Date: _____

Vendor's Signature

FORM OF PROPOSAL: **COMPENSATION FOR SERVICES**

Based on the SCOPE OF SERVICES and PROPOSAL ASSUMPTIONS described above, we propose the following fee:

Item	Proposed Fee
Transition Period – 10 full days	
On Site (Per Month) for 12-mos.	
Hourly Fee for Additional Services (Per Hour)	

Description of Transition Service

10. The technology consultant shall invoice the District monthly for the portion of the fee due and any reimbursable expenses incurred in preceding month. The technology consultant shall include supporting data as may be required by the District. Payment will be made within forty five (45) days of receipt of the invoice by the District.

11. Payments for reimbursable costs will be made monthly, upon presentation of a statement of costs incurred, including such supporting data as may be required by the District. Such statements shall be submitted concurrently with the invoices referred to above.

THIS FORM MUST BE SIGNED AND NOTARIZED *** SUBMIT WITH PROPOSAL**

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY **THE CHAPPAQUA CENTRAL SCHOOL DISTRICT**, ITS BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THIS SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- A. ANY INJURY OR ACT OF NEGLIGENCE TO PERSON OR PROPERTY SUSTAINED BY THE CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT HOWEVER CAUSED.
- B. ANY INJURY OR ACT OF NEGLIGENCE TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONSULTANT, ITS AGENTS, SERVANTS, OR EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONSULTANT'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONSULTANT AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THIS SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THIS SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST THIS SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONSULTANT MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGEMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONSULTANT.

Signature_____ Date_____

Sworn before me this_____day of _____, 2014

(NOTARY PUBLIC)

CHAPPAQUA CENTRAL SCHOOL DISTRICT

CCSD RFP # 2019-5

NON-COLLUSIVE PROPOSAL CERTIFICATION

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Proposal: _____

I. GENERAL PROPOSAL CERTIFICATION

The proposer certifies that he or she will furnish, at the prices herein quoted, the services, materials, and/or equipment proposed in this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the proposer certifies that he/she is complying with Section 103-d of the General Municipal Law (as it would concern public bidding) as follows:

Statement of non-collusion in proposals to political subdivisions of the state. Every bid or proposal hereafter made to a political subdivision of the state of any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Proposer and affirmed by such Proposer as true under the penalties of perjury: Non-collusive bidding certification.

a) By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- b) A proposal shall not be considered for award nor shall any award be made where a) - 1., 2., and 3. above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where a) - 1., 2., and 3. above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the political subdivision, public department, agency or official thereof to which the proposal is made, of his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has:

- a) published price lists, rates or tariffs covering services or items being procured,
- b) informed prospective customers of proposed or pending publication of revised price lists for such services or items, or
- c) sold the same services or items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one a).

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such proposal contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors or the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature_____

Title_____

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD RFP # 2019-5
ON-SITE INFORMATION TECHNOLOGY SERVICES**

2019-2020 SCHOOL YEAR

Bids to be opened:

AT: 2:00 P.M.
DATE: May 20th, 2019
PLACE: Business Office
Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

Proposer Information and Acknowledgement

I acknowledge reading all terms and conditions of this specification and have submitted an honest and forthright proposal contained herein.

Signature of Officer: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

E-Mail _____

