



Request for Proposal (RFP)  
For  
District-Wide Technology Initiative

Issued: July 3, 2023

Proposals Due: July 17, 2023 at 4:00 PM

Submit Proposals to: Eddie Armor  
Director of Technology  
1350 Edgmont Avenue  
Chester, PA 19013  
Phone: 267-541-3187  
Email: [earmor@chesteruplandsd.org](mailto:earmor@chesteruplandsd.org)

## **1. Introduction**

The Chester Upland School District is currently seeking proposals for the purchase of IT equipment to address the learning loss experienced by our students and support the needs of our dedicated staff. We have identified a critical need for technological resources to bridge the educational gaps caused by the COVID-19 pandemic.

## **2. General Statement**

### **a) Objectives and Goals**

The Chester Upland School District serves a diverse community of students and is committed to providing them with a high-quality education. Unfortunately, the disruptions caused by the pandemic have significantly impacted student learning outcomes, creating a pressing need to address the resulting learning loss. To support our students' academic recovery, we aim to enhance their access to modern technology and provide our staff with the necessary tools to facilitate effective teaching.

- i. Provide IT equipment that supports student learning and promotes educational equity.
- ii. Bridge the digital divide by ensuring access to technology for all students.
- iii. Empower teachers with the necessary tools to deliver engaging and effective instruction.
- iv. Enhance connectivity and network infrastructure to facilitate seamless remote learning.

- b) An objective of this Request for Proposal (RFP) is to contract with a single vendor to provide IT equipment for our District-Wide Technology Initiative.

## **3. Scope of Work:**

The proposed IT equipment should include, but is not limited to, the following:

- a) Laptops or tablets with appropriate specifications to support online learning for students.
- b) Interactive whiteboards or smart boards for classrooms to facilitate dynamic teaching.
- c) Multimedia equipment, such as projectors and audio systems, to enhance instructional delivery.
- d) Software solutions that promote interactive learning, collaboration, and content creation.
- e) Wire management solutions to ensure neat and organized cable arrangements.
- f) Technical support and training services for staff to ensure effective utilization of the equipment.

#### 4. Communication Requirements

- a) All communications regarding the RFP should be referred to the contact below:

Eddie Armor  
Director of Technology  
Chester Upland School District  
1350 Edgmont Avenue  
Chester, PA 19013

- b) Submit questions via email to: [earmor@chesteruplandsd.org](mailto:earmor@chesteruplandsd.org)

#### 5. Proposal Submission Requirements

- a) Proposals should be submitted no later than **Monday, July 17, 2023, by 4:00 PM (EST), attention: Eddie Armor, Director of Technology for the Chester Upland School District**. Proposals should be submitted with the subject line clearly marked “District-Wide Technology Initiative 2023/2024”. The awarding will be pending the approval of the Receiver.

- b) To facilitate the analysis of the responses to this RFP, proposers are required to prepare their responses in accordance with the instructions outlined in this section and elsewhere in this RFP.

- c) The proposal must bear your official letterhead, clearly identifying your company.

- d) Proposals must be submitted electronically, and all attachments should be in PDF format.

- e) Proposals shall include a letter of transmittal signed by an authorized representative of the bidding company. All information requested should be submitted.

- f) Proposal responses must be submitted containing the entire contents of your proposal to the email address shown above. Failure to submit all requested information may result in CUSD requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

- g) Proposals should be prepared as thorough and detailed as possible providing a straightforward, concise description of vendor’s capabilities to satisfy the requirements of the RFP to enable CUSD to evaluate your capabilities to provide the requested products and services.

- h) All responses are to be submitted on standard 8.5” X 11” paper in 12 pt. minimum type. Proposers shall respond to the items in the order they are shown in the RFP. Proposals should describe the most favorable terms and shall remain firm for 120 days from the bid opening date.

i) Ownership of all data, materials and documentation originated and prepared for this RFP solicitation by any proposer/vendor shall belong exclusively to CUSD.

j) The proposal shall be labeled “District-Wide Technology Initiative 2023/2024”.

## **6. Selection Criteria**

CUSD will conduct a fair evaluation process based on the criteria listed herein and will use multiple criteria to select the most qualified vendor who represents an understanding of CUSD needs. Vendors should be able to provide all technology and complete delivery by 9/30/2023. The RFP will allow CUSD to review proposals and enter into negotiations with the vendor whose proposal is most advantageous to CUSD with price and other factors considered.

## **7. Technical Review Criteria**

A few factors below will influence the decision in determining whether or not a vendor is qualified and summarizes the major qualitative areas that will be evaluated along with their overall weighting.

### **a) Contents and Format**

CUSD will conduct a fair evaluation process based on the criteria listed herein and will use multiple criteria to select the most qualified vendor who represents an understanding of CUSD needs. Vendors should have significant experience with purchases from a school or non-profit entity. The RFP will allow CUSD to review proposals and enter into negotiations with the vendor whose proposal is most advantageous to CUSD with price and other factors considered.

### **b) Corporate Information**

CUSD wants to simplify the review process to obtain the maximum degree of comparability, the proposal responses should include the following items and be organized in the manner specified below:

#### **A. Letter of Transmittal**

Briefly provide general information regarding your company and the individuals to be involved in the project.

#### **B. Overview of Company**

Provide a brief overview of your company and their involvement to promote diversity, equity and/or inclusion.

#### **C. Profile of Company Proposing**

- How long has the company been in this business?
- In what counties/cities/states do you maintain offices?
- Location of office to manage the project.
- Indicate the number of employees in your company.
- The credentials and qualifications of professional staff.

**D. Qualifications** – Describe recent experience with similar engagements to which the proposal relates.

- Include the positions of all key professional members who will be assigned to the project.
- Briefly describe the company's system of quality control to ensure the work meets a high-quality standard.
- Include three (3) customer references that are similar in scope and requirements to those of CUSD.
- Briefly describe your relationships and experience with manufacturers and major distribution partners in the local and national technology marketplace.
- What differentiates your company from your competitors in the marketplace and how will this be relevant to us?

**E. Scope of Services and Proposed Project Schedule**

- Briefly describe the company's understanding of the scope of services to be provided.
- Will your company be able to provide all equipment, devices and accessories by 9/30/2023?
- If so, what is your plan to assure that all items are delivered by 9/30/23.
- Will all of the specifications be provided by your company or will your company be utilizing third party vendors to ensure project completion.
- If so, please describe the components to be provided by third party vendors as well as a summary of past work you have successfully completed together.

**10. Proposal Process**

Each bidder shall carefully examine the RFP including all attachments provided with respect to this RFP process. Bidders should familiarize themselves with all proposal requirements prior to submitting their proposal response.

**11. Response Delivery Instructions**

Please submit an electronic copy of your proposal to the email address indicated in the *Communication Requirements Section 4*. All responses must be received on or before the close of business on July 17, 2023, 4:00 PM. Proposals received after the deadline will not be considered.

**12. General Terms and Conditions / No Obligation**

If the proposer elects to respond to this RFP, submission of your proposal assumes the acceptance of the following:

- a. CUSD reserves the right to reject any or all of the proposals received in response to the RFP, to waive irregularities, or to cancel or modify the RFP in any way, and at any time CUSD chooses, in its sole discretion, if CUSD determines that it is in the best interest of CUSD.
- b. CUSD further reserves the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint.

- c. Proposals must be signed by an authorized officer of the company. Proposals must also provide name, title, address, and telephone number for individuals with authority to negotiate and contractually bind Vendor, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.
- d. CUSD will not be responsible for any expenses incurred by the proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP.
- e. Any exceptions to the general terms and conditions and specifications must be clearly stated in the RFP response.
- f. Costs not delineated in the RFP response will not be negotiated in the contract.
- g. The successful proposer shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws; rules, and regulations, including applicable licensing requirements, according to sound engineering, management, safety practices, and in compliance with any and all reasonable rules of CUSD relative to the premises.
- h. No instructions given in the contract documents shall be construed as an authorization to violate any codes, ordinances, regulations, or laws.
- i. The submission of a proposal shall not in any manner oblige CUSD to enter into a contract or to be responsible for the costs incurred by your company in responding to this request.
- j. CUSD selection of a Vendor through this RFP is not an offer and CUSD reserves the right to continue negotiations with the selected vendor until the parties reach a mutual agreement.
- k. CUSD has the right at its discretion to terminate or renegotiate this contract due to the occurrence or any event or action beyond its control. After such termination of this contract, the proposer shall have no continuing obligation under the terms of this contract.
- l. Any alteration to this RFP document by a proposer will deem that the proposer's response to this RFP as null and void.
- m. Any and/all revisions made to this RFP prior to due date will be provided by the contact in section 4 and will be the responsibility of the proposer to confirm for any and/all revisions presented.

### **13. Disclaimer**

This RFP does not commit Chester Upland School District to any specific course of action. CUSD reserves the right to not select any vendor or purchase any goods or services resulting from this RFP.

**14. Agreement of Non-Disclosure**

This document is considered to be a proprietary document and shall not be disclosed to any other party. It is designed, developed, and submitted to potential partners of Chester Upland School District solely for the benefit of Chester Upland School District.

Responses to this RFP (“Proposals”) will be reviewed by CUSD administration to identify the most appropriate Provider. This RFP seeks submissions that demonstrate how the Provider will address the following components for its proposed District-Wide Technology Initiative.

## **FORM OF PROPOSAL**

### **Furnish and delivery of technology district-wide**

TO: Chester Upland School District  
Administrative Office  
232 W. 9<sup>th</sup> Street  
Chester, PA 19013  
Attn: Eddie Armor

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_

The undersigned hereby propose to furnish and deliver of equipment and technology to the following schools in the Chester Upland School District.

- Chester High School, 232 W. 9<sup>th</sup> Street, Chester, PA 19013
- Chester Upland School of the Arts, 501 W. 9<sup>th</sup> Street, Chester, PA 19013
- ESA (Edgmont Scholars Academy), 1450 Edgmont Ave, Chester PA, 19013
- Main Street Elementary School, 704 Main Street, Upland, PA 19015
- Toby Farms Middle School, 201 Bridgewater Road, Brookhaven, PA 19015
- STEM Academy at Showalter, 1100 W. 10<sup>th</sup> Street, Chester, PA 19013
- Stetser Elementary School, 808 E. 17<sup>th</sup> Street, Chester, PA 19013

The undersigned, as proposer declares that the only person, persons, company or parties interested in this proposal, as principals, are named herein; that it has carefully examined the Specifications and other documents in this proposal package and that it proposes and agrees that if it's Proposal is accepted, it will contract with the Chester Upland School District, to furnish and deliver the below-mentioned services for the total sum as follows:

<b>Information Technology</b>	<b>Item</b>	<b>Quantity</b>	<b>Amount</b>
	Dell Latitude 5540 - 15.6" - Intel Core i7 1370P - vPro Enterprise - 16 GB RAM - 512 GB SSD (Admin)	20	\$
	Dell Latitude 5320 - 13.3" - Intel Core i5 1145G7 - vPro - 16 GB RAM - 256 GB SSD (teacher)	40	\$
	HP Color LaserJet Pro MFP M283fdw - multifunction printer - color	15	\$
	Dell 27 Video Conferencing Monitor C2722DE - LED monitor - 27"	20	\$
	Dell P2722H - LED monitor - Full HD (1080p) - 27"	40	\$
	Logitech MX Master 3S Performance Wireless Mouse - mouse	15	\$



	Logitech MX Mechanical Wireless Illuminated Keyboard - keyboard - full size	15	\$
	Dell Pro KM5221W - keyboard and mouse set	20	\$
	Capsa Healthcare CareLink Wire Basket	20	\$
	StarTech.com Cable Management Sleeve	30	\$
	Fluke Networks Fiber QuickMap Kit	1	\$
	Tripp Lite USB C to Gigabit Ethernet Adapter USB Type C to Gbe 10/100/1000 - network adapter	40	\$
	Samsung T7 Shield MU-PE1T0S - SSD - 1 TB	10	\$
	Tripp Lite 40ft Hi-Speed HDMI Cable Digital A/V UHD HDMI 1080p M/M Black 40'	100	\$
	Tripp Lite High-Speed HDMI Cable with Digital Video and Audio, Ultra HD 1080p (M/M), White, 25 ft	100	\$
	Tripp Lite 15ft USB 2.0 Hi-Speed A/B Device Cable Shielded Male / Male 15' - USB cable - USB to USB Type B - 15 ft	100	\$
	Tripp Lite Rack Enclosure Server Cabinet 1U Cooling Fan Tray 3 120V 210 CFM - rack fan tray - 1U	5	\$
	Promethean ActivPanel 9 75"	5	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847262	100	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847263 (TS)	100	\$
	Dell Slim - power adapter - USB-C - 65 Watt (Chromebooks)	200	\$
	portable monitors	20	\$
	ssd drives	40	\$
	Memory	40	\$
	Belkin Store And Charge Station - charging station - 120 Watt	3	\$
	Belkin Store and Charge Go with fixed dividers - charging station	10	\$
	Belkin Lightning to USB-A Cable - Apple MFi - 1M 3ft - White	150	\$
	Belkin BOOST CHARGE Lightning cable - Lightning / USB - 6.6 ft	150	\$

	USB Power adapters	100	\$
	Pre-enrollment for Chromebooks		\$
	10.2-inch iPad Wi-Fi 64GB	10	\$
	13-inch MacBook Air	10	\$
	Cases for MacBook Air	10	\$
	Tripp Lite Safe-IT UV Sanitizing Charging Cart 32-Port	1	\$
	SKYKIT BEAM PRO CMS LIC 1Y 1-150	21	\$
	SKYKIT CTRL CONSOLE+DVC MGT+CLD 1Y	21	\$
	Skykit SKP3 32 4 Digital Signage Player with Core Device Management	21	\$
	Samsung BE75T-H BET-H Pro TV Series - 75"	21	\$
	Gumdrop DropTech Case for Dell 3110/3100 Chromebook (2-in-1) DT-DL3100CB2IN1-BLK_V3	500	\$
	StarTech.com Mini DisplayPort to HDMI Adapter 4K 60Hz	20	\$
<b>Chester High School</b>	<b>Item</b>	<b>Quantity</b>	
	SureColor T5170 Wireless Printer	1	\$
	Belkin Store And Charge Station - charging station - 120 Watt	3	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847262	100	\$
	Promethean ActivPanel 9 75"	10	\$
	Marquee	1	\$
<b>STEM</b>	<b>Item</b>	<b>Quantity</b>	
	iMacs	30	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847262	100	\$
	Headphones	200	\$
			\$
<b>ESA</b>	<b>Item</b>	<b>Quantity</b>	
	Belkin Store And Charge Station - charging station - 120 Watt	3	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847262	100	\$

	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847263 (TS)	100	\$
<b>TOBY FARMS</b>	<b>Item</b>	<b>Quantity</b>	
	Marquee Board	1	\$
	iPads	25	\$
	iMACS	30	\$
	Belkin Store And Charge Station - charging station - 120 Watt	3	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847262	100	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847263 (TS)	100	\$
	11 inch iPads	25	\$
	Switcher TV App	1	\$
	Green Screens	2	\$
	TV Banner/Digital Logo	1	\$
	Tripod Mount for iPad/Tablet	1	\$
	Visiplex Digital Integrated School PA System	1	\$
	Studio Lights	1	\$
<b>CUSA</b>	<b>Item</b>	<b>Quantity</b>	
	Belkin Store And Charge Station - charging station - 120 Watt	3	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847263 (TS)	300	\$
	Headphones	900	\$
	Promethean Board Stand	1	\$
	Promethean Boards	10	\$
	Dell Latitude 5320 - 13.3" - Intel Core i5 1145G7 - vPro - 16 GB RAM - 256 GB SSD (teacher)	40	\$
	wireless headsets for Specialists	4	\$
	Smartboard for Reading Specialist and Assistant Principal	2	\$
	Mini laminators for classrooms	11	\$
	Large laminator for building	1	\$
	Digital notepads for teachers	40	\$

Stetser	Item	Quantity	
	Belkin Store And Charge Station - charging station - 120 Watt	3	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847262	200	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847263 (TS)	200	\$
	Promethean ActivPanel 9 75"	10	\$
Main Street	Item	Quantity	
	iMacs	30	\$
	Belkin Store And Charge Station - charging station - 120 Watt	3	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847262	200	\$
	Dell Chromebook 3110 - 11.6" - Intel Celeron N4500 - 4 GB RAM - 32 GB eMMC 9 CDW PART: 6847263 (TS)	200	\$
	Promethean ActivPanel 9 75"	10	\$
			\$
	Delivery		\$
	Total		\$

**Grant Total** \$ \_\_\_\_\_

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**Written Amount**

In submitting this proposal, the proposer understands that the right is reserved by Chester Upland School District to reject any and all proposals. No proposal may be revoked or rescinded within thirty (30) days from the date the proposals are opened. If written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned within this thirty (30) day period or at any time thereafter before the Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form within ten (10) days after the Agreement is presented for signature.

The full name and residence of all persons and parties interested in the foregoing bid, as principals, are as follows:

**NAME**

**ADDRESS**

_____	_____
_____	_____
_____	_____

SIGNATURE OF BIDDER: \_\_\_\_\_

\_\_\_\_\_  
Print or type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **SPECIFICATIONS:**

### **I. TIMELINE**

- Date Issued: July 3, 2023
- Proposal Due Date/Time: July 17, 2023, at 4:00 PM
- Project Timeline: The product will be ordered/delivered/purchased by 9/30/2023.

**II. CONTACT FOR QUESTIONS AND INFORMATION** Prospective Providers (“Proposers”) must direct all inquiries and communications concerning this RFP to Eddie Armor, Director of Technology, at 267-541-3187 or [earmor@chesteruplandsd.org](mailto:earmor@chesteruplandsd.org). No verbal instructions or information to the proposer shall be binding. The Specifications will be clear and complete unless attention is called to any apparent discrepancies or incompleteness, thereof, before the opening of the proposals. Should any change in the Specifications be required, they will be issued to all proposers in the form of an addendum to the original RFP.

**III. EDGAR VENDOR CERTIFICATION FORM** When CUSD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes but is not limited to, the procurement standards of the Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). All Proposers must agree to comply with certain requirements, which may be applicable to specific purchases using federal grant funds.

### **IV. PROPOSED FORM OF CONTRACT**

The Proposer shall submit a proposed Form of Contract with its Proposal.

### **V. TAX**

The District is tax-exempt and the prices quoted by the proposer will be the price exclusive of taxes. Any sales or other taxes levied by federal, state, or local governments shall become the burden of the proposer.

### **VI. TERMINATION**

Either the CUSD or the Provider may terminate the contract with thirty (30) days’ written notice to the other party of the intent to terminate the contract. The contract can be terminated for failure to perform or for convenience. In the event of termination, CUSD shall only be responsible for payment of services actually and satisfactorily performed. If CUSD has paid the Provider for goods or services not yet provided as of the date of termination, the Provider shall immediately refund such payment(s).

**VII. INSURANCE** The Successful Proposer shall provide proof of insurance, including appropriate liability insurance, evidencing minimum coverage limits of \$1,000,000.00. The successful Proposer shall warrant that it will maintain insurance for the duration of the contract with CUSD. The successful Proposer's insurance policy shall name CUSD as an additional insured. The successful Proposer shall furnish CUSD with a written certificate evidencing that it has procured and paid for this insurance coverage and that the insurance coverage is in full force and effect.

#### **VIII. ASSIGNMENT**

The successful Proposer shall not be permitted to assign its contractual duties.

**IX. SUBCONTRACTING AND SUBCONSULTING** The Successful Proposer shall not be permitted to enter into a subcontract or sub-consulting agreement for any of its contractual duties without the advanced, written, express consent of CUSD.

**X. WAIVER OF CONSEQUENTIAL DAMAGES** The Successful Proposer shall waive any claim against CUSD for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to the contract or termination thereof.

#### **XI. MODIFICATION AND WITHDRAWAL**

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided that the Proposer makes a request to withdraw in writing and the request is received prior to the time of proposal opening. Negligence by the Proposer in preparing the Proposal confers no right of withdrawal or modification of the Proposal after the Proposal has been opened.

#### **XII. PROPOSAL REJECTION**

CUSD reserves the right to reject any and all Proposals, or parts of a Proposal, when a rejection is in CUSD's interest, in CUSD's sole and absolute discretion. CUSD reserves the right to reject a Proposer if they are not able to perform the contract or has previously failed to perform similar contracts properly or on time.

#### **XIII. ADDITIONAL LEGAL REQUIREMENTS**

##### **a. DEBARMENT AND SUSPENSION**

A contract award must not be made to parties listed on the government-wide exclusions in the system for award management (SAM) in accordance with OMB Guidelines at 2 CFR § 180, relating to "Debarment and Suspension". Proposer represents that it has not been and is not currently listed on the government-wide exclusions, nor been debarred or suspended from participating in any state or local public contracts. Proposer further agrees to immediately notify CUSD if Proposer is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or is declared ineligible under statutory or regulatory authority other than Executive Order 12549.

##### **b. EQUAL EMPLOYMENT OPPORTUNITY**

It shall be mandatory that the Provider will not discriminate against any person upon any grounds prohibited by federal or state law. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

#### **XIV. NON-COLLUSION AFFIDAVIT**

The enclosed Non-Collusion Affidavit must be submitted with the proposal or the proposal will be held to be invalid.

#### **XV. WORK IMPLIED**

Anything which is not mentioned in the Specifications but which is reasonably implied must be furnished and performed by the proposer, the same as though specifically mentioned.

#### **XVI. HOLD HARMLESS**

The proposer agrees to indemnify and hold harmless the Chester Upland School District and their respective representatives from all suits or actions of every nature and description brought against them or either of them, or on account of the use of patented appliances, products, or processes.

#### **XVII. INDEPENDENT CONTRACTORS**

It is to be understood that the successful proposer is an independent contractor of the Chester Upland School District and is solely responsible for any errors or omissions which are due to mistakes in printing, proofreading, etc. Any such mistakes shall be corrected at no expense to the District.

#### **XVIII. MANNER AND DUE DATE FOR PROPOSAL SUBMISSIONS**

Proposers should submit their Proposals to Eddie Armor, Director of Technology for the Chester Upland School District. Proposals should be submitted in sealed envelopes clearly marked "Wireless Access Points". Proposals must be submitted no later than 4:00 PM on Monday, July 17, 2023. The award is contingent upon the Receiver's approval. Additional information may also be requested at the attention of Eddie Armor at [earmor@chesteruplandsd.org](mailto:earmor@chesteruplandsd.org) via email.

**Email all copies of the proposal:**

**To: Eddie Armor, Director of Technology  
Chester Upland School District  
1350 Edgmont Ave.  
Chester, Pa 19013**

#### **XIX. RFP BUDGET**



Cost (Breakdown into budget items)

**INSTRUCTIONS FOR NON-COLLUSION**  
**AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. Sec. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**NON-COLLUSION AFFIDAVIT OF BIDDER**

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

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes  
and says that:

1. He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the proposer that submitted the attached proposal.
2. He/She is fully informed respecting the presentation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham bid.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or any other proposal, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_