



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gilda Herrera
Date: 4/13/2021
Re: AOS Renewal 2020-04-1274 Consultant-Computer & Printer Support

Contractor Name: Advanced Office Systems (AOS)

Contractor Address: 296 E Main Street, Branford, CT 06405

Is the contractor a Minority or Women Owned Small Business? No

Renewal or Award of Contract/Agreement? Renewal

Total Amount of Contract/Agreement and the Hourly or Service Rate: \$266,240.00

Contract or Agreement #: RFP Renewal 2020-04-1279 (7/1/2021 – 6/30/2022)

Funding Source & Account #: 19047200 56694

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:**
Provide Network infrastructure and application support on site and remote
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:**
RFP 2018-2020-04-1279 NHPS Server Maintenance
- 3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** Yes
- 4. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?** No
- 5. If this Contractor is New has cost for service increased from previous years? If yes, by how much? Is this a service existing staff could provide? Why or why not?** No, This service supplies 3 Network support staff members for the IT Department



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AGREEMENT
By And Between
The New Haven Board of Education
AND

FOR DEPARTMENT/PROGRAM:

This Agreement entered into on the _____ day of _____, _____, effective
(start date no sooner than the day after Board of Education Approval), on the _____ day
of _____, _____, by and between
the New Haven Board of Education (herein referred to as the “Board”
and,
located at,
(herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services
required the amount of _____ per day, hour or session,
for a total of day(s), hour(s) or session(s).

The maximum amount the contractor shall be paid under this agreement:
Compensation will be made upon submission of an itemized invoice which includes a detailed
description of work performed and date of service.

Fiscal support for this Agreement shall be by _____ **Program**
of the New Haven Board of Education, **Account Number:** _____
Location Code: _____

This agreement shall remain in effect from _____ to _____

SCOPE OF SERVICE: *Please describe service deliverables, including, locations and costs for
service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must
be attached as Exhibit A). Please do not leave this section blank*

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education **prior to service start date**. Contractors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Contractor Signature

President
New Haven Board of Education

Date

Date

Contractor Printed Name & Title



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EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Project Overview

Advanced Office Systems, Inc (AOS) acknowledges the New Haven Public Schools (NHPS) district's needs to obtain Network Server Maintenance & Support Solution.

AOS understands and acknowledges this contract is for One (1) Budget Year: July 1, 2021 to June 30, 2022, with the option to renew for up to 2 times.

Infrastructure Support Requirements

AOS understands it is to provide pricing per hour and per consultant resource, for an OnSite 40-hour position, which is classified as Consultant Network Administrator, for up to three (3) Positions.

AOS understands the Consultant Network Administrator position will have the following responsibilities:

- Provide hardware support for Intel based servers (HP and Dell), including the installation of expansion cards, memory and general repair.
- Provide OS support for Microsoft Servers (2003, 2008, 2012R2 & 2016)
- Application of security patches on Microsoft Servers
- Move servers to new locations during school and office moves
- Provide support for server based applications
- Provide support for Linux based servers, as needed
- Provide support for Server Virtualization systems, in place under Microsoft Virtual Server
- Provide support for the following server types: File Storage, Application/SQL, Web, Security, Microsoft AD, and VPN
- Design and execute server based solutions for any district needs at directed by NHPS IT Management
- Provide Support for analog and wireless phone systems
- Provide basic network router and switch related support
- Provide basic project management for any PC, server, network or VOIP related projects assigned by NHPS IT Management, as required.
- Log all work related activities using the NHPS Help Desk System
- Provide Server support and basic repair training for site based technology support personnel, as required.

AOS understands and acknowledges the following:

- NHPS IT Management must be involved in any personnel changes on the account, including removing or adding personnel to the account, based upon the agreed bill rates submitted in this RFP response

- AOS understands that NHPS IT has 3 consultants that are in the Network Administrator Contractor positions currently
 - ❖ AOS would retain current consultants as part of the proposed solution
- Onsite Vendor Management is not required, NHPS IT Management will supervise the outsourced team
- NHPS is unable to pay overtime
- AOS understands that NHPS may appoint one of the consultants as Lead Network Administrator.
- NHPS central offices are open 5-days per week, until 8PM. In the event of an emergency, every effort to resolve the problem by the end of the work day will be made. AOS understands that compensation for hours worked past the 8-hour allocation will be time off to be scheduled on a future date, at the direction of the NHPS IT Manager
- Support issues unable to be resolved within 4-hours to the manufacturer will be escalated. NHPS will pay the standard rate for a support request to be opened.
- Full utilization of Vendor warranty support resources to replaced damaged server equipment
- Recommendations of replacements and lowest cost procurement for damaged, out of warranty hardware components
- Capable of providing a same skill set replacement consultant to cover extended vacation or sick time
 - ❖ AOS will work in conjunctions with the NHPS IT Manager to qualify such candidates and qualify when and if coverage is to take place
- AOS is prepared to present their solution in person if required
- Projected wage rate for the position requested is \$65,000/year. AOS also reimburses consultants for parking fees, mileage and other miscellaneous expenses.

Basic Maintenance Requirements

AOS understands and acknowledges that the following services:

- Provide hardware and OS Support for network communication servers that are part of the district's computer network based on the equipment list provided as an attachment for this RFP.
- Maintain all OS patch levels on network communication server equipment
- Prioritize network communication server outages and provide resolutions ASAP out of parts on hand at the NHPS, with the expectation that no server will be down more than one business day.
- Work with NHPS to account for all time spend on support for Network Communication Servers, with the cooperation of the NHPS Help Desk Group.
 - Resolve tickets from the NHPS IT help desk and provide the help desk with resolution outcomes
 - Accurately account for time spent performing maintenance on network communication servers
 - We understand the NHPS IT help desk will act in an audit capacity to insure resolution reports are accurate and that trouble tickets are resolved in a timely fashion.
- Work with NHPS to account for all time spend on support for Network Communication Servers, with the cooperation of the NHPS Help Desk Group.

*Advanced Office Systems
RFP 2020-04-1279
NHPS Server Maintenance*

Price

Infrastructure Support Requirements <i>(Infrastructure Report Requirements as listed in the RFP)</i>	\$45.00 per hour, For TWO (2) Consultant Network Administrator (\$93,600 per Consultant, per Year = \$187,200) \$38.00 per hour, For ONE (1) Consultant Network Administrator (\$79,040 Per Consultant, per Year)
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AOS is proposing this rate for the entire duration of the contract and all applicable extensions. NHPS would be invoiced based on hourly rates.

Prior Experience

AOS is celebrated 42-years in business this past April. AOS has over 25-years total experience in providing Network Services Support Solutions for school districts.

AOS has provided NHPS with various consultant positions for over 15-years.

AOS also provides and has provided consultant positions for numerous years to Hartford Healthcare (formerly known as Hartford Hospital) and Yale New Haven Hospital.

Other accounts that AOS previously provided consultant positions to include but are not limited to: State of CT Judicial Branch, City of Hartford/Hartford Public Schools and UCONN Health Center.

Personnel Qualifications

Any consultant assigned to this account has a minimum of 7-years experience supporting a combination of Microsoft Server, Microsoft Desktop OS and Microsoft Productivity Software.

Quality of Service



AOS is currently the incumbent contract holder for this contract.

References

Granby Board of Education
15B North Granby Road
Granby, CT 06035
Jon Lambert
860.844.5252

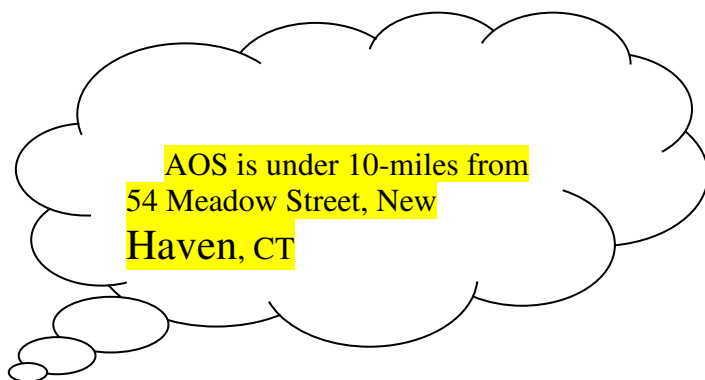
Cheshire Public Schools
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