

**REQUEST FOR PROPOSAL**

Posted May 8, 2017

**Long-Range Facilities Plan**

**for the**

**Manchester School District**

**Due:**

Thursday, May 25, 2017

No later than 10:00 am Eastern Standard Time

**Deliver to:**

Karen DeFrancis

Business Administrator

Manchester School District

195 McGregor St, Suite 201

Manchester, NH 03102

**Website:**

[www.mansd.org](http://www.mansd.org)

## **I. PURPOSE:**

The Manchester School District (MSD) is seeking a professional consulting firm to perform a programmatic assessment of school facilities. The study shall include:

- A. Develop a ten-year enrollment forecast for elementary, middle, and high school levels.
- B. Outline a community profile showing various demographic trends including population age and size, birth data, and housing statistics.
- C. Compute the current operating capacity of each school building.
- D. Illustrate future space needs through a comparison of current operating capacities and projected enrollments.
- E. Analysis of school facilities and program space needs.
- F. Review of prior plans.
- G. Development of recommendations (a Master Plan) to solve any problems identified or areas requiring improvement.

## **II. INSTRUCTIONS TO PROPOSERS:**

A. All Proposals must be submitted to:

Karen DeFrancis  
Business Administrator  
Manchester School District  
195 McGregor St  
Suite 201  
Manchester, NH 03102

B. Questions or comments regarding this proposal shall be directed in writing to Tammy Hanna via mail at the above address or email at [thanna@mansd.org](mailto:thanna@mansd.org), and received no later than Friday, May 12, 2017 at 4:00pm. All questions and responses pertaining to the RFP and/or any amendments will be posted to the School District website at: [www.mansd.org](http://www.mansd.org). It is the proposer's responsibility to check the website prior to the submittal deadline to ensure they have the most up to date information pertaining to the proposal.

C. The RFP Submittal timeline is as follows:

Monday, May 8, 2017	RFP Release
Friday, May 12, 2017	RFP Questions to be submitted by 4:00pm
Thursday, May 25, 2017	RFP Responses due by 10:00am
Monday, June 12, 2017	Anticipated Recommendation to Board of School Committee
Tuesday, June 13, 2017	Anticipated date to notify firms of selection

D. All proposals must be submitted in a sealed envelope or package and clearly marked in the lower left hand **“Long-Range Facilities Plan”**. The outside of the sealed envelope should also include the vendor’s name. All proposals must be received no later than 10:00 am Eastern Standard Time on Thursday, May 25, 2017 at the address listed above.

E. Proposers must identify the name, address, phone number, and email address of the contact person to respond to questions related to the proposal submitted.

F. Seven (7) copies of the proposal must be submitted. NO late, telephone, fax or e-mail submissions or modifications to proposals will be accepted. A proposal may be withdrawn and resubmitted if done prior to the above deadline. Such request for withdrawal shall be in writing.

G. Proposals must be complete and include all forms listed in the **“Content of Proposal-Bid Forms”** section.

H. Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal.

I. There will be no public opening of bid proposals.

J. The District is not responsible for RFPs not properly marked as directed above.

K. RFPs that are incomplete, not properly endorsed or signed or otherwise contrary to these instructions may be rejected as informal by the District. The RFP must be filled out completely and accurately.

### **III. TERM:**

The initial term of the contract will begin on or about July 1, 2017 and end upon successful completion of the study.

### **IV. SCOPE OF WORK:**

Provide a programmatic assessment of the present and future educational needs in relation to school facilities in the Manchester School District. Factors to be considered include the review of prior work and reports, the analysis of background and demographic material, and the development of enrollment forecasts. The assessment will include discussions on educational programs and a definition of the problem as evidenced by a comparison of future enrollments and planned capacities.

The next step will be to develop solutions to the problem. A minimum of two (2) master plans shall be developed.

The final step will then be to evaluate these plans with the following long range planning criteria (degree of solution, program impact, future flexibility, and financial feasibility), and determine a recommended master plan. This plan will be incorporated into a final report.

The product of this study will serve as a basis for future building renovations, modifications and/or construction, alternative facility usage and redistricting. It will provide needed background data for architects in the design phase of any work that may subsequently be pursued.

The study will include the following:

- A. **Enrollments** – Available enrollment and demographic data will be analyzed and used to reasonably determine the composition and size of the future ten-year enrollments. Interviews shall be held, as appropriate, with representatives of realtors, contractors and the City Planning Department to assess housing trends.
- B. **Educational Programs** – Attention will be given to the present educational program of the Manchester School District as well as to proposed educational plans for the future.
- C. **School Facilities** – The study will determine the current and planned operational capacities of each school building and identify deficiencies which may have an impact on the educational program of the District in terms of current and future planning. Tasks shall include:
  - Identify and assess instructional and classroom space for both regular and Special Education populations
  - Identify any auxiliary instructional spaces which may be available
  - Identify and categorize existing and planned space for special uses (art, music, computers, etc.)
  - Assess the condition and program needs of the grounds adjacent to each school building
  - Identify and assess instructional staff, support staff and administrative work spaces
  - Review cafeteria seating areas, library and health areas
  - Note major infrastructure items that may affect continuing or expanded educational programming within a school
- D. **Master Plan** – Based upon the foregoing surveys and studies, a minimum of two (2) plans shall be prepared. Each of these plans must meet pertinent federal, state and local standards/policies and provide for adequate school facilities at each educational level. Each plan shall reference:
  - Projected enrollments and operational building capacities
  - Accommodation of present/proposed educational programs

- Degree of flexibility to accommodate unanticipated future conditions
- Facility consolidation/modification/renovation/closure/construction/alternative use
- Estimated costs (Planning, Design and Construction) including escalation of costs for any phased approach

E. **Community Input** – Opportunity for staff/parent/citizen input must be provided during the course of the project, particularly for the master plan.

**V. DESCRIPTION OF FACILITIES:**

The facilities to be included in this proposal include fourteen (14) elementary schools, four (4) middle schools and four (4) high schools, one which also includes a career and technical center. These are as follows:

<u>BUILDING NAME</u>	<u>ADDRESS</u>	<u>YEAR CONSTRUCTED</u>	<u>SO.FT.</u>
Central High School:			
James Bldg	207 Lowell St	1966	105,680
Burns Bldg	207 Lowell St	2004-05	81,409
Classical Bldg	207 Lowell St	1897	62,831
Practical Arts Bldg	Concord & Beech Sts	1921	86,148
Industrial Arts Bldg	Amherst St	1958	15,403
Underground Garage	207 Lowell St	2004	57,318
Gatsas Athletic House	240 DW Highway North	1999	4,393
McDonough Elementary			
Kindergarten Addition	550 Lowell St	1964	67,476
	550 Lowell St	2003	4,192
Memorial High School			
Media Center Addition	1 Crusader Way	1959	182,528
New Addition	1 Crusader Way	2003	7,000
	1 Crusader Way	2004-05	42,749
Clem Lemire House	1 Crusader Way	2004-05	4,918
West High School:			
Makin Bldg	9 Notre Dame Ave	1920	76,455
Industrial Arts	9 Notre Dame Ave	1958	34,331
Bean Bldg	9 Notre Dame Ave	1965	89,023
Addition	9 Notre Dame Ave	2004	26,453
West Memorial Field House	North Main St	2001	1,629
Hillside Middle School			
Addition	112 Reservoir Ave	1965	116,648
	112 Reservoir Ave	2004	20,488
Middle School at Parkside			
Addition	75 Parkside Ave	1965	92,500
	75 Parkside Ave	1999	26,050

Southside Middle School	140 South Jewett St	1965	116,648
Addition	140 South Jewett St	2004	20,488
Bakersville Elementary	20 Elm St	1916	36,630
Neighborhood Center	20 Elm St	1990	8,338
Kindergarten Addition	20 Elm St	2003	4,192
Elevator Addition	20 Elm St	2011	0
Bishop O'Neil 3 classrooms/gym	30 Elm St	N/A	TBD
Beech St. Elementary	333 Beech St	1973	79,520
Gossler Park Elementary	145 Parkside Ave	1955	24,538
Addition	145 Parkside Ave	1961	4,686
New Addition	145 Parkside Ave	1990	11,302
Portable Classroom - B	145 Parkside Ave	1999	1,904
Green Acres Elementary	100 Aurora Ave	1962	39,108
Addition – C Wing	100 Aurora Ave	1970	14,626
Portable Classroom – A	100 Aurora Ave	2000	1,456
Portable Classroom - B	100 Aurora Ave	2001	1,904
Hallsville Elementary	275 Jewett St	1891	30,579
Addition	275 Jewett St	1994	7,800
Portable Classroom - A	275 Jewett St	2001	1,456
Highland-Goffe's Falls Elementary	2021 Goffe's Falls Rd	1969	59,927
Stairwell Addition	2021 Goffe's Falls Rd	2009	2,252
Jewett St Elementary	130 South Jewett St	1955	24,538
Addition	130 South Jewett St	1961	4,686
New Addition	130 South Jewett St	1990	9,212
Parker-Varney Elementary	223 James A Pollock Dr	1969	59,927
Stairwell Addition	223 James A Pollock Dr	2007	2,252
Smyth Rd Elementary	245 Bruce Rd	1955	24,538
Addition	245 Bruce Rd	1961	4,686
New Addition	245 Bruce Rd	1990	15,423
Webster Elementary	2519 Elm St	1938	30,905
New Building	2519 Elm St	1970	25,653
Weston Elementary	1066 Hanover St	1922	6,966
Addition	1066 Hanover St	1958	6,966
Addition/Renovations	1066 Hanover St	1976	47,895

Portable Classroom - A	1066 Hanover St	2000	1,456
Wilson St Elementary	401 Wilson St	1896	29,818
Addition	401 Wilson St	1994	20,412
Portable Classroom - A	401 Wilson St	1998	1,484
Manchester School of Technology	530 South Porter St	1982	110,000
Portable Classroom - A	530 South Porter St	1999	1,904
Portable Classroom - C	530 South Porter St	1999	1,904
Portable Classroom – D	530 South Porter St	1999	1,904
Addition D2/Admin	530 South Porter St	2008	4,535
Addition E2/Automotive	530 South Porter St	2008	14,095
Northwest Elementary	300 Youville St	1987	51,475
Portable Classroom - A	300 Youville St	1999	1,440
Portable Classroom - B	300 Youville St	1997	1,456
Henry J. McLaughlin Middle School	290 South Mammoth Rd	1998	105,000
Addition	290 South Mammoth Rd	2002	28,400
District Administration Office	195 McGregor St Suite 201	2010	12,760
<b>TOTAL GROSS SQUARE FOOTAGE</b>			<b>2,324,666</b>

All facilities are equipped with an Energy Management System, with a central monitoring station located at the office of the Department of Public Works, 475 Valley St, Manchester, NH.

## **VI. THE CONDUCT OF THE STUDY:**

- A. The Consultant selected for the study shall provide the staff to conduct the study. The Board of School Committee, acting through the Office of Superintendent, will provide the support necessary to facilitate the study. The Superintendent will make necessary arrangements to provide access to city and school reports and records, to make available such files and summaries of data as are collected and maintained by the school system, to provide access to school buildings and classrooms and to designate members of the staff to work with appropriate personnel as required.
- B. A final report shall be published in a format to be determined by the study staff. The Consultant shall provide seven (7) copies of the final report.
- C. Meetings may be held with members of the Board of School Committee, Superintendent, Central Office administrators as well as school-level

- administrators during the progress of the study in order to discuss educational programs, solicit their views and obtain their reactions. Meetings may also be held with key elected and/or appointed Officials and employees.
- D. The final report shall contain a suggested priority schedule for implementation of a recommended master plan, and should address the future use of each school building.
  - E. It is anticipated that the oral presentation of the final report will occur at a public meeting before the Board of School Committee.

## **VII. CONTENT OF PROPOSALS:**

The following information shall be required in the RFP:

- A. Name of firm, address, telephone, and date established.
- B. A statement of the consultant's understanding of the work to be done.
- C. A general profile of the firm, including location of the office from which the work will be done, typical firm projects and company history.
- D. Experience conducting school facilities studies.
- E. Profiles of past and present similar projects representative of the work of the firm. (Include an example of such)
- F. Include an organization chart. The name and roles of individuals who will be consulting on this project. Include credentials, capabilities, past experience, a listing of projects similar to this project, and their education, experience and qualifications. (This information can be presented with resumes.)
- G. The consultant's approach to the design process with the school community and general community.
- H. The name, address, telephone number and email address of the contact person for this proposal.
- I. References for similar past projects. Include name and telephone number of owner.



- J. Fee Proposal: Proposals may address pricing in any format including lump sum retainer, payment on an hourly basis, lump sum/not to exceed, hourly payment basis with an upset limit, or combination of these and others providing attractive alternatives will also be considered. The compensation proposal must include a description of the bidder's billing practices, rates and methods, including minimum charges, if any, for telephone calls, file review, copying, facsimile, etc. Alternate proposals are encouraged. It shall be understood that the bidder shall provide general services to the Manchester School District and no additional costs for secretarial services, travel, telephone services, stationary, postage, supplies, library and equipment required to provide a satisfactory level of these general services.
- K. Describe any actual or potential conflicts of interest that may exist in representing the Manchester School District.
- L. Each respondent is responsible to assure that their proposal will provide the level of service outlined herein. Any deviation from such services must be clearly indicated in the proposal.
- M. Provide a timeline from initiation of project to successful completion of the final report, no later than October 15, 2017.
- N. Describe any disciplinary action, administration proceeding, professional liability claims or other like proceeding against you or your firm or any of its personnel, whether current or pending, as well as any such action, proceeding or claim occurring during the past five (5) years.
- O. Proposers are encouraged to provide any additional information about their services, firm, management structure, capabilities and any other information you believe would be pertinent to your proposal to assist the District in its review.
- P. Completed attached **"Bid Forms"**:
- General Bidder Certifications and Disclosures
  - Certificate of Non-Collusion
  - Certificate of Tax Compliance Attestation Clause

## **VIII. SELECTION PROCESS:**

- A. Proposals will be evaluated by the Superintendent and other members of the District staff as deemed appropriate. The District administration intends to make a recommendation for contract award to the Board of School Committee for consideration at its June 12, 2017 meeting. All participating vendors will be notified of the results in writing after an official contract award has been made.
- B. Selection criteria will include the fee proposal, the bidder's expertise, qualifications, experience, resources, professional references, and overall clarity and responsiveness of the proposal to this RFP.
- C. The Superintendent may elect to conduct interviews with any or all of the bidders.
- D. The Manchester School District, at its sole discretion, reserves the right to accept any proposal, in whole or in part, waive minor inconsistencies and/or to negotiate further any terms of the proposal in achieving the best results for the School District.
- E. The District reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the Manchester School District's sole judgment best meets the requirements of the project.
- F. The District will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.
- G. The Manchester School District reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.
- H. The Manchester School District may reject any or all proposals for any reason, should it be deemed in the best interests of the School District to do so.
- I. The Manchester School District reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- J. The Manchester School District reserves the right to split the award between multiple vendors when in the best interest of the District.
- K. The Manchester School District reserves the right to reject any vendor's RFP submission due to past contractual or performance issues with the District.

- L. The School District also reserves the right to abandon the project or to solicit and re-advertise for other proposals.
- M. The District further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the Manchester School District may request.
- N. The RFP creates no obligation on the part of the District to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The District reserves the right to award a contract based upon proposals received without further discussions or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
- O. Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and proposers may be required to justify why the Manchester School District should not, upon written request, disclose such materials.
- P. The Manchester School District anticipates entering into a contract with the respondent who submits the proposal judged to be most advantageous.
- Q. The Manchester School District anticipates awarding one contract but reserves the right to select more than one vendor where it deems it is in their best interest to do so.
- R. The respondent understands that this RFP does not constitute an offer or a contract with the Manchester School District. A contract shall not be deemed to exist and is not binding until proposals are reviewed, the bidder has been selected, negotiations with the bidder have been completed, and an agreement has been executed by parties and approved by the Board of School Committee.
- S. Each Proposer agrees and guarantees that the service offered conforms to the specifications listed and that the final determination of whether or not it does conform rests solely with the discretion of the Manchester School District.
- T. Upon acceptance of this proposal, the terms, conditions and specifications of this Request for Proposal shall become part of the “contract” as well as any additional documents that may be issued by the District, or any documents that may be developed in conjunction with the Proposer.

- U. The District reserves the right to make minor changes within the general scope of work to the executed contract to address reasonable issues that may arise during the contract term, such as information the redistricting committee might wish to obtain.
- V. Acceptance of a proposal shall be contingent upon the Proposer executing a written contract in a form acceptable to the District.
- W. The successful bidder will be required to carry Workers' Compensation Insurance per the New Hampshire revised statutes annotated. In addition, the successful bidder will be required to carry Comprehensive General Liability coverage with a minimum combined single limit of \$1,000,000 and Automobile and Truck Liability with a combined single limit of \$1,000,000. Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.

All subcontractors must meet the above insurance requirements. All insurance deductibles will be the sole responsibility of the contractor. Insurance companies providing coverage under the terms of this contract shall be approved to do business in the State of New Hampshire.

A certificate of insurance that meets or exceeds the District's insurance requirements is required.

- X. In the event the parties are unable to negotiate final terms, the Board of School Committee may determine to accept the offer of the bidder deemed by the Board of School Committee to be the second most responsive and responsible bidder.
- Y. The Board of School Committee will make the final selection regarding the contract award as recommended and what selection they deem is in the best interest of the Manchester School District.

**IX. ASSURANCES:**

By responding to this RFP, each proposer assures the District that, if selected as a Company, they will comply with all provisions of this RFP and the Company's proposal throughout the term of the contract.

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PHONE \_\_\_\_\_

## General Bidder Certifications and Disclosures

Firm  
Name: \_\_\_\_\_

Business  
Address: \_\_\_\_\_

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Telephone No.: \_\_\_\_\_ Date of Proposal: \_\_\_\_\_

**I. Criminal and Civil History.** By submission of this proposal, the Proposer hereby certifies under oath that the Proposer, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is “no”, the Proposer shall disclose under oath the following:

A. The court, date, docket number and description of any and all misdemeanor convictions involving moral turpitude, conviction of a bidding crime and other felony convictions of the bidding Proposer, or the Proposer’s directors, partners, principal officers or key employees. The term “key employee” for each statement shall include, but is not limited to, any employee who has an ownership interest in the Proposer and any employee who shall have contact with the schools, including all delivery personnel. A “bidding crime” is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury or material misrepresentation. The Proposer shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date and docket number in which a final verdict was rendered against the bidding Proposer or the Proposer’s directors, partners, principal officers or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of contract or any other matter involving allegations of failure to perform on a contract.

C. The court, date, docket number and description of any felony convictions whatsoever of the Proposer, as well as the contractor’s/vendor’s directors, partners, principal officers or key employees. The term “key employee” includes, but is not limited to, any employee who has an ownership interest in the Proposer and any employee that shall have contact with the schools, including all transportation personnel. The Proposer shall not be required to disclose any conviction which has been annulled by a court.

**II. Creditor Relationships and Business History.** Proposer hereby certifies that it:

A. Has been in business for \_\_\_\_\_ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Proposer filed for bankruptcy protection on \_\_\_\_\_.

**III. Equal Opportunity Employer.** Proposer hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes \_\_\_\_\_ No \_\_\_\_\_

**IV. Safety and Licensure.** Proposer certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide Fine Art products and services to the District and meets all applicable safety standards.

Yes \_\_\_\_\_ No \_\_\_\_\_

**V. Insurances.** Proposer holds all the insurances which shall be required by the District.

Yes \_\_\_\_\_ No \_\_\_\_\_

**VI. Criminal Records and Training.** Proposer complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements. (**Note:** Registered sex offenders are not allowed on school property under any circumstances.)

Yes \_\_\_\_\_ No \_\_\_\_\_

**VII. Contract Performance.** Proposer certifies that it has never had a contract terminated for nonperformance.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address and contact information of the terminating party.

**VIII. References.** Bidder must provide 3 references (names, addresses, and telephone numbers) evidencing experience with a project of equivalent nature, scope and size.

*The District reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District reserves the right, at its sole discretion, to reject any Proposer on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of the District.*

Proposer's Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT BY PROPOSER:**

If Individual or Individuals:

**STATE OF** \_\_\_\_\_ }  
**COUNTY OF** \_\_\_\_\_ }

**SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ known to me to be the same person(s) described in and who executed the within instrument, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and he/she (or they severally) acknowledged to me that he/she (or they) executed the same or their own volition with the intent that the District rely upon said statements.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

If Corporation:

**STATE OF** \_\_\_\_\_ }  
**COUNTY OF** \_\_\_\_\_ }

**SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further does say that he/she resides at (give address) \_\_\_\_\_; that he/she is the \_\_\_\_\_ (give \_\_\_\_\_ title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he/she signed his/her name thereto by like order of their own volition with the intent that the District rely upon said statements.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the individual who executed the foregoing, and who, being duly sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership of their own volition with the intent that the District rely upon said statements.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

If LLC:

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further does say that as the (title) \_\_\_\_\_ of \_\_\_\_\_ that he/she has the authority to sign on behalf of said entity pursuant to that entity's Schedule of Authorization-adopted annually by its Board of Directors-and that he/she signed his/her name thereto by like order of their own volition with the intent that the District rely upon said statements.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**MANCHESTER SCHOOL DISTRICT  
195 McGregor Street  
Suite 201  
Manchester, NH 03102**

**Bid Due:** Thursday, May 25, 2017 by 10:00 am Eastern Standard Time

**CERTIFICATE OF NON-COLLUSION**

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Date of Proposal: \_\_\_\_\_

**I. GENERAL PROPOSAL CERTIFICATION**

The Proposer certifies that he or she shall furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

**II. NON-COLLUSIVE PROPOSAL CERTIFICATION**

By submission of this proposal, the Proposer certifies that:

- a. 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 their 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 shall 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 shall be made by the Proposer to induce another 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 Manchester School District 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 items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same 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 shall be deemed to have been authorized by the Board of Directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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(Signature) (Title)

---

(Typewritten Name)

---

(Name of Business)

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(Address)

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(City/State)

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(Phone) (FAX)

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(Date)

**MANCHESTER SCHOOL DISTRICT  
195 McGregor Street  
Suite 201  
Manchester, NH 03102**

**Bid Due:** Thursday, May 25, 2017 by 10:00 am Eastern Standard Time

**CERTIFICATE OF TAX COMPLIANCE ATTESTATION**  
**ATTESTATION CLAUSE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state and federal tax returns and paid all state and federal taxes required under law.

\_\_\_\_\_  
\*\*Signature of Individual or Corporate Name (Mandatory)

\_\_\_\_\_  
By: Corporate Officer (mandatory, if applicable) (Title)

\_\_\_\_\_  
Social Security (voluntary) or Federal Identification Number

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(Date)

\*\*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.