

# **Request for Proposal**

October 30, 2017

## **Dedicated Internet Access-Elementary Schools**

**Deliver to:**  
Business Administrator  
Manchester School District  
195 McGregor Street  
Suite 201  
Manchester, NH 03102

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

**Dedicated Internet Access-Elementary Schools  
Request for Proposal  
Form 470 #180002480**

**Overview:**

Manchester School District is currently seeking proposals to provide Dedicated Internet Access for 14 Manchester School District elementary schools.

**Instructions to Proposers:**

**All proposals must be submitted to:**

Business Administrator  
Manchester School District  
195 McGregor Street  
Suite 201  
Manchester, NH 03102

**For questions please contact:**

Tammy Hanna  
Administrative Assistant to the Business Administrator  
195 McGregor Street  
Suite 201  
Manchester, NH 03102  
603-624-6300 ext. 150  
thanna@mansd.org

**Proposal Requirements:**

- All proposals must be received **no later than Thursday, November 30, 2017 10:00 AM EST**. Proposals can be hand delivered or mailed to the address listed above. All mailed and hand deliveries must be received prior to that time.
- All proposals must be submitted in a sealed envelope and clearly marked in the lower left hand corner "**Dedicated Internet Access-Elementary Schools**". The outside of the sealed envelope should also include the vendor's name.
- Proposers must identify the name, address, phone number, email address of the contact person to respond to questions related to the proposal.
- One (1) original, one (1) copy, and one (1) electronic copy (via thumb drive) of the proposal must be submitted.

- **No** late, telephone, fax, or e-mail submissions or modifications will be accepted.
- Proposals must be complete and include all forms in the "Bid Forms" section.
  - \*General Bidder Certification
  - \*Certificate of Non-Collusion
  - \*Certificate of Tax Compliance Attestation
  - \*Pricing Chart in **Contents of Proposal-Section 1**
- Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal.
- There will be **no** public opening of bid proposals.
- The district is not responsible for RFPs not properly marked as directed above.
- 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.
- A proposal may be withdrawn and resubmitted if done prior to the deadline for submission. Such request for withdrawal must be made in writing.
- All questions shall be submitted in writing to [thanna@mansd.org](mailto:thanna@mansd.org) **no later than Friday, November 10, 2017**. All questions including the School District's responses pertaining to the RFP and/or any amendments will be posted to the Manchester School District website at: It is the proposer's responsibility to check the website prior to the submittal deadline to ensure the proposer has the most up to date information on the proposal.

**Term:**

The initial term of the contract will begin on July 1, 2018 and end June 30, 2019. The District shall have the option to renew the contract for two successive one year periods under the same terms and conditions subject to appropriation of funds. If it is in the best interest of the district, the district may opt to enter into a three year contract with an annual appropriations clause.

**Content of Proposals:**

The following information shall be required in the RFP:

1. The Dedicated Internet Access-Elementary Schools proposal should be based on Internet Access speeds as indicated in the chart below plus one (1) static IP Address at each location.

The Dedicated Internet Access-Elementary Schools proposal **must** include separate line item pricing as indicated in the chart below. **If a speed is not available please indicate with N/A in the Monthly Recurring Charge column. The chart below must be complete.**

Asynchronous Access					
Download Speed	Upload Speed (Minimum 20 Mbps)	Monthly Recurring Charge (With a 1 Yr Contract)	Monthly Recurring Charge (Extended to Year 2)	Monthly Recurring Charge (Extended to Year 3)	Install Price
150					
200					
250					
300					
350					
400					
450					
500					
550					
600					
650					
700					
750					
800					
850					
900					
950					
1000					

**Please note:** the term "dedicated" as referenced in our RFP has to do with the school *location* as opposed to a specific type of technology. We want each school to have an independent (dedicated) internet connection as opposed to a shared connection at the district data center.

In consideration of keeping costs as low as possible, technologies such as DSL, Fiber Optic and Broadband access are preferred over dedicated synchronous service products. However, the district may be willing to consider a synchronous service if it is the most cost effective service option.

**Manchester, NH addresses for the schools are as follows:**

Bakersville Elementary School - 20 Elm St. 03101  
Beech Street Elementary School - 333 Beech St. 03103  
Gossler Park Elementary School - 145 Parkside St. 03102  
Green Acres Elementary School - 100 Aurore Ave. 03109  
Hallsville Elementary School - 275 Jewett St. 03103  
Highland Goffe's Fall Elementary School - 2021 Goffe's Falls Rd. 03103  
Jewett Elementary School - 130 S Jewett St. 03103  
McDonough Elementary School - 550 Lowell St. 03104  
Northwest Elementary School - 300 Youville St. 03102  
Parker-Varney Elementary School - 223 James A Pollock Dr. 03102  
Smyth Road Elementary School - 245 Bruce Rd. 03104  
Webster Elementary School - 2519 Elm St. 03104  
Weston Elementary School - 1066 Hanover St. 03104  
Wilson Elementary School - 401 Wilson St. 03103

1. An SLA (Service Level Agreement) is preferred but is not mandatory. MSD relies on service up time to access our District wide student information system. If an acceptable level of service is not met, the Manchester School District reserves the right to void any contract with bidder.
2. The proposed Dedicated Internet Access service must have the best possible response time for a technician to get service back up and running in the event of an incident outlined on the proposal.
3. The Dedicated Internet Access-Elementary Schools proposal must include a method of connectivity into the proposer's equipment without any additional purchase by the Manchester School District for installation of the new service.
4. The Dedicated Internet Access-Elementary Schools proposal should include a separate line item pricing for increased IP addresses or increased bandwidth if needed for future use.
5. Provide the name, title, address, and telephone number of three (3) references for clients whom you have provided similar services.
6. If you or your agency has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's non performance or

poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list complete name, address and telephone number of the party. If no such terminations for default have been experienced by the vendor in the past five years, please declare that.

7. 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.
8. The proposal submitted must have "**Dedicated Internet Access-Elementary Schools RFP**" clearly identified on the outside of the sealed envelope. All proposals must be received no later than: **Thursday, November 30, 2017 10:00 AM EST.**

#### **Selection:**

1. Proposals will be evaluated by the Superintendent of Schools and other members of the District staff as deemed appropriate. The District administration intends to make a recommendation for contract award sometime **after February 2018**. All participating vendors will be notified of the results in writing after an official contract award has been made.
2. 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.
3. The Superintendent of Schools may elect to conduct interviews. The final recommendation rests with the Superintendent of Schools as he may deem to be in the best interest of the Manchester School District.
4. The Manchester School District anticipates awarding one contract but reserves the right to split the award between multiple vendors when in the best interest of the District.
5. 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.
6. The Manchester School District reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.
7. 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.

8. The School District also reserves the right to abandon the project or to solicit and re-advertise for other proposals.
9. The Manchester School 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.
10. The District reserves the right to reject any vendor's RFP submission due to past contractual or performance issues with the District.
11. 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.
12. The Manchester School District anticipates entering into a contract with the respondent who submits the proposal judged to be most advantageous.
13. 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.
14. Each Proposer agrees and guarantees that the service offered confirms to the specifications listed and that the final determination of whether or not it does confirm rests solely with the discretion of the Manchester School District.
15. Upon acceptance of this proposal, the terms, conditions and specifications of this Request of 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.
16. 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.
17. Acceptance of a proposal shall be contingent upon the Proposer executing a written contract in a form acceptable to the District.
18. In the event the parties are unable to negotiate final terms, the Sub Committee on Finance of the Board may determine to accept the offer of the bidder deemed by the Sub Committee on Finance of the Board to be the second most responsive and responsible bidder.

19. 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.
20. 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 discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
21. 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.
22. 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.
23. The successful proposer will be required to carry Workers' Compensation Insurance per New Hampshire revised statues annotated. In addition, the successful vendor 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.
24. 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.
25. A certificate of insurance that meets or exceeds the District's insurance requirements is required.
26. The Board of School Committee will make the final selection regarding the contract award as recommended by the selection committee and what selection they deem is in the best interest of the Manchester School District.
27. All awards of scope of work under this request are contingent upon approved E-Rate application and/or receipt of E-Rate funding awarded by



the Schools and Libraries Division of USAC and approved by the Federal Communications Commission. In addition, any award(s) of scope of work under this request may be contingent upon the District appropriating matching funds. At the discretion of the District, if one hundred percent (100%) of the costs of the awarded scope of work is not ERate funded this quotation process and all related awards of scope of work under this request may be voided. The District has full discretion to cancel or terminate the overall contract(s) (or Purchase Orders), or any portions, awarded. The successful vendor(s) will not be eligible to collect damages for cancellation of the contract under these conditions.

28. As required by Section 54.SOO(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for more information on the requirements relating to LCP.

**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: \_\_\_\_\_

\_\_\_\_\_

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 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 three (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, who, being by me 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, November 30, 2017 @ 10:00 AM EST

**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.

\_\_\_\_\_  
(Signature) (Title)

\_\_\_\_\_  
(Typewritten Name)

\_\_\_\_\_  
(Name of Business)

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

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

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

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

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

**Bid Due:** Thursday, November 30, 2017 @ 10:00 AM EST

**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.