

February 15, 2024

Nashua School District

141 Ledge Street
Nashua, New Hampshire 03060
(603) 966-1000 phone
(603) 594-4350 fax

Request for Proposals

Internet Access RFP
Form 470 # 240021503

We are seeking proposals for internet access to serve the Nashua School District.

Sealed proposals must be submitted no later than

10:00 AM on Wednesday March 13, 2024

or after the associated Form 470 has posted for 28 days

Proposals will be publicly opened at the Berard Masse School Administration Building located at 141 Ledge Street, Nashua, New Hampshire. The contents of all proposals will be open to inspection by interested parties, either at the time of bid opening or by appointment thereafter.

Nashua School District Request for Proposals

Introduction

Purpose of RFP (Request for Proposal)

The purpose of this Request for Proposal is to provide the Nashua School District (NSD) with internet access sufficient to meet district needs.

All RFP responses must be submitted by 10 am on March 13, 2024 to the Nashua Public Schools Business Office, 141 Ledge Street, Nashua, New Hampshire, 03061. These responses must be in a sealed envelope labeled “**Nashua School District - 2024 Internet Access RFP Response**”, attention to Gregory Rodriguez, Director of Technology. If you have a solution to analyze, configure, and install, please include your comments and answer all questions to this RFP.

Refer all questions about this RFP in writing to Gregory Rodriguez at rodiguezg@nashua.edu.

The District’s website URL is www.nashua.edu.

RFP Calendar is as followed:

Activity	Date
RFP Release	February 15, 2024
RFP Responses Due	March 13, 2024 - 10 am
System ready for use	Spring & Summer 2024

Characteristics of Nashua School District

Demographics

Nashua, the second largest city in New Hampshire (over 90,000), is located in south-central New Hampshire, bordering Massachusetts. The school department currently has an enrollment of approximately 10,000 students in grades K-12. Nashua has a total of eighteen schools, including two High Schools, 3 Middle Schools, and 13 Elementary Schools, including 2 other facilities housing a small number of students and staff.

Scope of Services

The Nashua School District (NSD) is seeking proposals for internet access from qualified ISPs. Current bandwidth being used by the district is 5000Mbps with 99.999% availability is required.

All bidders should provide incremental pricing in the range shown below:

Location	Description	Bandwidth Increments	Quantity
Nashua High School South 36 Riverside St, Nashua, NH 03062	Internet Access	5Gbps – 10Gbps	1

Proposal Specifications & Selection

Proposals must include the following information. Please include a short description of how you satisfy the requirements below.

1. A general but detailed profile of your organization, including the location of the office from which services will be provided and the date of incorporation.

RFP for Nashua School District Internet Access Project

2. The education, experience and qualifications of consulting staff who will be completing this work.
3. A list of schools or other organizations in which your organization has completed a project similar to this.
5. A monthly fee quotation, as well as a list of any non-recurring costs.
6. A timeline and process for completing the scope of work.
7. The name, address and phone number of the firm and contact person for this proposal, with an authorized signature.

Proposal respondents may be requested to provide a presentation and answer questions in front of a selection committee.

Proposals will be evaluated based on the following criteria:

1. Cost of services quoted.
2. Expertise of the organization in providing the contract services requested as evidenced by positive references and prior experience with similar projects.
3. Overall quality of the proposal for services and the degree to which the proposal provides the information and functionality requested.
4. Other items as determined.

General System/Vendor Requirements and Questions

1. The system **must** provide references to attest to the level of K-12 or other organizations.
2. The vendor should be willing to consult with NSD to expand usage and services as needs evolve.

RFP for Nashua School District Internet Access Project

3. The provider **must** be committed to success by requiring expert installation and responsive support services tailored to our district's specific needs during project timeline.
4. The provider **must** exhibit a track record of launching this scope of this type of project on time, within scope, and within the district's budget.
5. Customer support **must** be available 24/7 via phone, email, or online support portal with a minimum guaranteed response of one business day after receiving notice of issue.
6. This vendor must be affiliated with E-Rate and include the company E-Rate SPIN in all proposals.
7. How do you propose a channel of communication (email, phone, ticket system, etc.)?

Insurance Coverage

Vendor shall provide a certificate of insurance demonstrating general liability coverage and commercial vehicle liability coverage for bodily injury and property, and workers compensation coverage as required by state statute. Certificates of insurance must be filed with the Chief Operating Officer prior to providing services and shall name the City of Nashua as an additional insured.

Submission and Opening of Proposals

1. If you have a solution to meet our needs, please include your comments and answers in response to this RFP.
2. Five copies of the response must be provided.
3. These responses **must** be in a sealed envelope labeled “**Nashua School District - 2024 Internet Access RFP Response**”, with attention to Gregory Rodriguez, Director of Technology.

RFP for Nashua School District Internet Access Project

4. Proposals may be mailed or hand-delivered to the administrative offices of the Nashua School District located at 141 Ledge Street, Nashua, New Hampshire 03061. Faxed proposals will not be accepted.
5. All RFP responses must be submitted by 10:00 am March 13, 2024, to the Nashua Public Schools Business Office, 141 Ledge Street, Nashua, New Hampshire, 03061.
6. All proposals will be opened at the above date, time and place, and will be available for inspection by interested parties.

Further Information

For further information, please contact Gregory Rodriguez, Director of Technology at rodriguezg@nashua.edu.

APPENDIX A

General Terms and Conditions

Any exceptions to these general terms and conditions stated elsewhere in this Request for Qualifications/Proposals shall prevail.

I. Specifications

References to brand names or model numbers are intended only to establish a minimum standard of quality. Unless otherwise stated, such references shall not restrict submissions which include other brand names or model numbers.

Any inability to comply with the conditions or specifications outlined in the Request for Qualifications/ Proposals must be clearly stated.

Firms who find discrepancies in the specifications or are in doubt with regard to any part of a specification shall immediately notify the District. If it is deemed necessary, an addenda will be issued to all firms by mail, fax or email. The District will not be responsible for any oral instructions.

The City of Nashua supports the concept of purchasing products which are biodegradable, can be or have been recycled, or are environmentally sound. Due consideration will be given to the purchase of such products. If you are bidding on any such products which qualify, please so indicate in a cover sheet by item number and description.

II. Charges

No charges will be allowed for federal, state, or municipal sales and excise taxes, as the Nashua School District is tax exempt.

All charges are to be firm net prices, and are to be F.O.B. destination, including charges for delivery and placement.

III. Terms and Conditions of Bid

The Nashua School District reserves the right to waive all formalities and reject any and all proposals when it is in the best interest of the District to do so.

To be eligible for an award, a proposer must be deemed "responsible". A responsible bidder 1) has the ability, capacity and skill to provide the goods or services required; 2) can provide the goods or services within the time frame specified; 3) has a satisfactory record of integrity, reputation, judgment and experience; 4) has sufficient financial resources to provide the goods or services;

RFP for Nashua School District Internet Access Project

5) has an ability to provide future maintenance and support as required; and 6) has developed a positive track record with the City of Nashua to the extent the bidder has previously provided goods or services.

From time to time, the District may, because of critical time frames, solicit proposals prior to approval of the fiscal year operating budget or formal award of special revenue funds actually funding the bid purchase. The award of a bid is always contingent upon the availability of such funding.

The submission of a proposal constitutes the bidder's acceptance of and agreement to the terms and conditions of this Request for Proposals (RFP).

All proposals will be firm and binding for ninety (90) days from the date of the proposal opening.

IV. Submission and Opening of Proposals

All proposals receiving consideration must be submitted in sealed envelopes, clearly identified as directed by this Request for Qualifications/Proposals, and delivered to the address listed by the date and time specified.

Samples when required shall be furnished free of charge and must be tagged with the bidders name and bid identification. Samples not used or destroyed in testing will be returned to the bidder at his/her request and expense.

V. Compliance with Applicable Laws and Regulations

All goods or services furnished must comply with all applicable federal, state, and local laws, codes and regulations.

Material Safety Data Sheets are required for all products containing one or more toxic substances in accordance with the New Hampshire "Worker's Right to Know Act" (Chapter 277-a). Award of the bid to the successful bidder is contingent on the bidder supplying 20 copies of the Material Safety Data Sheets to allow for postings at all potential District locations.

VI. Insurance Requirements

Contractor shall carry and maintain in effect during the performance of services under this contract:

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- \$1,000,000 Combined Single Limit Automobile Liability; and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

RFP for Nashua School District Internet Access Project

Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by **Contractor** are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **Contractor** under this contract. The City of Nashua shall not maintain any insurance on behalf of **Contractor**. Subcontractors are subject to the same insurance requirements as **Contractor** and it shall be the **Contractor's** responsibility to ensure compliance of this requirement.

The parties agree that **Contractor** shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and **Contractor**, and nothing in this contract shall create any contractual relationship between the City and **Contractor's** consultants, sub consultants, contractors, or subcontractors. The parties also agree that **Contractor** is not a City employee and that there shall be no:

- (1) Withholding of income taxes by the City;
- (2) Industrial insurance coverage provided by the City;
- (3) Participation in group insurance plans which may be available to employees of the City;
- (4) Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the City;
- (6) Unemployment compensation coverage provided by the City.

Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General Liability, Employers' Liability and Auto Liability policies must name the **City of Nashua as an additional insured and reflect on the certificate of insurance**. **Contractor** is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, **Contractor** must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.

RFP for Nashua School District Internet Access Project

- The specified insurance requirements do not relieve **Contractor** of its responsibilities or limit the amount of its liability to the City or other persons, and **Contractor** is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- **Contractor** is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by **Contractor** or anyone employed, directed, or supervised by **Contractor**.

VI. Hold Harmless Provisions

The winning bidder must agree to defend, hold harmless, and indemnify the City of Nashua, its officers, agents and employees against all claims or injuries to any person or firm arising out of the actions of the bidder, its officers, agents, or employees in providing services or goods in connection with this bid award.

VII. Default

Should any goods or services furnished by the bidder under a contract or purchase order fail to conform to the specifications contained herein or to a sample submitted by the bidder, the District may reject the goods or services. In such an event, the bidder shall be instructed to remove any goods or cease providing services at no cost to the District, and replace them with goods or services conforming to the specifications and samples.

Should the bidder default in the performance of the foregoing paragraph, the District reserves the right to purchase the goods or services from other sources, and to hold the bidder responsible for any excess costs occasioned to the District thereby.

VIII. Conflict of Interest

Any bidder who believes a conflict of interest may exist in responding to the Request for Proposals shall so state that conflict as part of the bid submission. The District reserves the right to reject said bid based on its conclusion that a substantive conflict exists.

END OF APPENDIX A