

**E-Rate Program 2021-22 RFP
(July 1, 2021 – June 30, 2022)**

**SAU53
267 Pembroke St
Pembroke, NH 03275**

Entity Number: 121036

ALL PROPOSALS MUST BE RECEIVED AT SAU53 NO LATER THAN 4 P.M. EST, December 30th, 2021

Due Dates:

11/24/2021 – 12/22/2021 Vendor Walkthroughs & Questions

12/30/2021 Proposals Due

CONTACT INFORMATION:

Joshua Berube

SAU53

267 Pembroke Street

Pembroke, NH 03275

jberube@sau53.org

(603) 485-5187

Notice is hereby given that the SAU53 will accept proposals from qualified vendors for materials for e-rate eligible services, internal connections, and equipment.

All work pursuant to this contract shall be contingent upon E-Rate and district funding. In the event of lesser funding, the SAU53 may accept all or parts of this proposal at their discretion. There shall be no penalty or removal charges incurred by the district.

ALL RESPONDING VENDORS MUST BE UNIVERSAL SERVICE FUND (USF), E-RATE VENDORS WITH A CURRENTLY VALID SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN).

It is the total responsibility of the Vendor to return proposals to SAU53 by the required date, time, and place.

The SAU53 reserves the right to accept or reject any or all proposals or any items therein, to waive any irregularities or informalities, and to contract in the best interests of the District. Proposals which do not meet all aspects of the specifications may be rejected on that basis.

PREPARATION OF PROPOSALS

1. All proposals shall be signed in all indicated areas. Failure to sign proposal documents or initial corrections on proposal documents may cause rejection of the proposal.
2. All items supplied pursuant to this proposal must be new. Warranty periods must be clearly indicated.
3. Proposals may be submitted for any or all of the projects described herein.

PRICES

1. All prices and notations must be clearly indicated on the proposal. Verify all prices before submission, since they may not be corrected after proposals are opened. No oral or telegraphic modification will be considered.
2. This contract is for products and services to be secured during the FCC's E-Rate, July 1, 2022 through June 30, 2023. Therefore, all prices shall remain firm and in effect from July 1, 2022 until June 30, 2023 including any allowable extensions.

ACTUAL CONDITIONS

1. VENDOR shall be responsible for examining actual site(s) if necessary, and certify all measurements, specifications, and conditions affecting the work to be performed at the site(s). Vendor walkthrough should be completed between the initial posting date through December 22nd, 2021, with final proposals due Thursday December 30th, 2021.
2. By submitting a proposal, VENDOR warrants that they have made such site examination(s) as they deem necessary as to the condition of the site(s), its accessibility for materials, workers, and utilities, and ability to protect existing surface or subsurface improvements.
3. No claim for allowance of time or money will be allowed as to such matters for any other undiscovered conditions on the site(s).

DELIVERY / RISK OF LOSS OR DAMAGE

1. The proposer is required to absorb all delivery costs.
2. The Vendor agrees to assume all risk of loss or damage until the project is accepted by the SAU53.

LIABILITY

The Vendor or Proposer shall save, defend, hold harmless, and indemnify the SAU53 against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work or supply of material under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Vendor, and subcontractor, or any employee, agent, or representative of Vendor or subcontractor.

SCOPE OF WORK

SAU53 is looking to upgrade its internet in a number of schools.

INTERNET CONNECTIVITY

Contract for internet connectivity incremented from 200MB, 300MB, 500MB, 1GB to 10GB. Contract should allow for increasing bandwidth as needed throughout the contract term. School Administrative Unit 53 has eight buildings with individual internet connections, where six (6) current contracts are open for renewal July 1st, 2022, and two (2) as of September 2022, notated in parentheses. Current locations and speeds are as follows:

- Armand R. Dupont (ARD) 10 ½ School Street, Allentown, NH 03275 (September 2022)
- Chichester Central School (CCS) 219 Main Street, Chichester, NH 03258
- Deerfield Community School (DCS) 66 North Rd., Deerfield, NH 03037

- Epsom Central School (ECS) 282 Black Hall Rd., Epsom, NH 03234
- Pembroke Hill School (PHS) 300 Belanger Dr. Pembroke, NH 03278 (September 2022)
- Three Rivers School (TRS) 243 Academy Rd., Pembroke, NH 03275
- Pembroke Academy (PA) 209 Academy Rd., Pembroke, NH 03275
- SAU 267 Pembroke St., Pembroke, NH 03275

	ARD	CCS	DCS	PHS	TRS	PA	SAU
Download	200	600	500	200	300	500	500
Upload	200	400	500	200	30	500	500

We would request that lines be active and ready as of July 1st, 2022, for any proposed buildings and billing proration for the two buildings whose contract is up in September of 2022.

We would request pricing for the contract bid to include a one-year, three-year and five-year period.

Additionally, Armand R. Dupont (ARD) school will be moving to a new location from 10 1/2 School Street in Allenstown, NH to River Rd in the Fall of 2023 and we would ask prospective bids to include costs of relocation of services for the one connection.

Additionally, we would request pricing for SD-WAN/MPLS connectivity between buildings.

CONTRACT INFORMATION

FORM OF CONTRACT

The Contractor who is awarded the contract for services will need to complete a contract and provide the required Corporate Resolution (corporations/LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies, to show the individual signing the contract is authorized to do so.

INSURANCE

The Contractor shall, at its sole expense, obtain and maintain in force, a certified copy of their General Liability Insurance, along with Workers Compensation for the company and employees prior to performing any work.

Comprehensive General Liability Insurance: Contractor agrees to maintain in full force during the term of this contract and until the completion of this project a Comprehensive General Liability Insurance policy where all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident, or the current statutory cap on the State's liability, and fire and extended coverage insurance covering all property, in an amount not less than 80% of the whole replacement value of the property.

Workers' Compensation Insurance: Contractor agrees to maintain in full force and effect Workers' Compensation insurance which provides statutory coverage for Workers' Compensation claims and Employers' Liability insurance subject to minimum limits of:

\$500,000 each accident	Bodily injury by accident
\$500,000 each employee	Bodily injury by disease
\$500,000 policy limit	Bodily injury by disease

or the minimum limits required by Contractor's Umbrella insurer.

The certificates shall contain a clause prohibiting cancellations or modifications of the policy earlier than 10 days after written notice thereof has been received by the School District.

The certificates are required to name SAU53 School District as additional insured and as the Certificate Holder.

Any questions regarding the contents of this request are to be submitted in writing to Joshua Berube, Director of Information Technology jberube@sau53.org. Response will be via addendum posted to the website <http://sau53.org>

COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor.

PUBLIC DISCLOSURE

Each bid shall become public information upon the effective date of all resulting contracts or purchase orders; however, to the extent consistent with applicable state and federal law and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (Right to Know Law), the state/SAU53 shall endeavor to maintain the confidentiality of portions of the bid that are clearly and properly marked confidential.

ADDENDUM

In the event that it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, SAU53.org will post addenda to its website: <http://sau53.org>. **Before your submission**, always check for any addenda or other materials that may have been issued which would affect the RFP by checking this website.

Any change, correction or deviation to this RFP must be addressed in a written addendum. Verbal changes will not be allowed.

SUBMISSION OF RFP RESPONSES

The RFP response is due by **Thursday December 30th, 2021, by 4:00pm**. Your response must include all the materials requested in the RFP. Proposals should be mailed, emailed or hand delivered to:

Superintendents of School #53
Attention: Joshua Berube, Director of Information Technology
267 Pembroke Street
Pembroke, N.H. 03275

SAU53 is not responsible for proposals not received due to equipment failure, mail delays, etc. E-mail is an acceptable form of submission. If you want to ensure your proposal was received, please verify by calling Joshua Berube at (603) 485-5187.

The School District reserves the right to waive any and all informalities in its best interest.