DOVER SCHOOL DISTRICT

EMPOWERING ALL LEARNERS!

DOVER SCHOOL DISTRICT	**REQUEST FOR COMPETITIVE BID FOR PROPOSALS FOR INTERNET ACCESS and WIDE AREA NETWORK DIGITAL TRANSMISSION with a MULTI-YEAR CONTRACT**
Direct all inquiries concerning this bid to: Dover School District **Attention: Currie Sutton** All questions must be submitted via email no later than 12:00 P.M. ET, **February 20, 2024**	**Please return one (1) digital copy of your response to Ms. Currie Sutton currieasutton@epicinc.org with the Subject of "DSD WAN and IA Services"** **All responses are due by 2:00 P.M. ET, March 05, 2024** **All responses must be signed and have the pricing spreadsheet returned with the response no later than the specified time. Proposals received after the date and time so indicated shall remain unopened and shall not be considered.**
Email: **currieasutton@epicinc.org**	Date of E-Rate Service July 1, 2024 through June 30, 2027 with two possible 12-month voluntary extensions

NOTE: Questions concerning the specifications in this Request for Proposals will be received until date and time listed above. ALL QUESTIONS MUST BE SUMITTED IN WRITING BY EMAIL TO THE EMAIL ADDRESS LISTED ABOVE. NO QUESTIONS will be received by telephone. Questions received after the date and time listed above will not be considered. It is the OFFEROR'S responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

NOTICE TO BIDDERS: Please return one (1) digital copy of your response to Currie Sutton currieasutton@epicinc.org with the Subject of "DSD WAN and IA Services".

DOVER SCHOOL DISTRICT

EMPOWERING ALL LEARNERS!

DOVER SCHOOL DISTRICT	**REQUEST FOR COMPETITIVE BIDS AND PROPOSALS FOR CATEGORY 1 SERVICES**
REQUEST FOR COMPETITIVE BID FOR PROPOSALS FOR INTERNET ACCESS and WIDE AREA NETWORK DIGITAL TRANSMISSION with a MULTI-YEAR CONTRACT	
RFP RELEASE DATE: **February 6, 2024**	**LAST DAY FOR QUESTIONS:** **February 20, 2024**
RFP RESPONSE DATE: **March 05, 2024**	
Dover School District does not discriminate on the basis of age, race, color, national or ethnic origin, sex, or handicap in employment practices or in administration of any of its educational programs and activities in accordance with applicable federal statutes and regulations.	

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Dover School District is soliciting A WAN (transport only) and Internet Access proposals from qualified Service Providers for the Schools listed in Section II and the services listed in Section VI.

I. INSTRUCTIONS TO BIDDER AND GENERAL TERMS AND CONDITIONS

1. E-Rate instructions: This bid will be issued at the same time the FCC Form 470 is filed; this bid will remain posted for no less than 28 days.

2. Funding will be subject to E-Rate eligibility and District Approval. Any Contract entered into by the District will be contingent upon E-Rate funding.

3. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

4. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered

5. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as "equal to" the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Chief Financial Officer may waive minor deviations to specifications.

6. **Lowest Corresponding Price**: Per FCC rules, vendors must offer the Lowest Corresponding Price when submitting proposals. Lowest Corresponding Price (LCP) 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 47 CFR, Part 54, Section 54.500(f). Service providers cannot charge E-Rate applicants a price above the LCP for E-Rate services. See 47 CFR Section 54.511(b). There is a rebuttable presumption that rates offered within the previous 3 years are still compensatory.

7. **All bids shall be SENT ELECTRONICALLY to: Dover School District, c/o Currie Sutton, curriesutton@epicinc.org. All bids shall be delivered by the specified time with "DSD WAN and IA Services" in the email subject line.**

8. **It is a REQUIREMENT THAT BID RESPONSE PRICING BE SUBMITTED ON PRICING SPREADSHEETS. One EMAIL copy is required for district evaluation. The digital version must include pricing in a spreadsheet format and should be included in your response. No PDF format for pricing sheets should be used for the digital submission**. Responsive proposals should provide straightforward, concise information that satisfies the requirements of this RFP. Emphasis should be placed on skills and experience that respond to the needs of the School Board, the requirements of this RFP, and completeness and clarity of content.

9. After recording the bids received, the bids will be referred to the appropriate administrative office for tabulation, review, and subsequent recommendations for Board action if required.

10. Every effort has been made to ensure that all information needed by the offeror is included herein. If an offeror finds that the proposal cannot be completed without additional information, if there are any

questions for this bid, please direct those to: currie@sutton@epicinc.org All replies to the questions shall be in writing. All questions and written replies will be distributed to all offerors and will be regarded as a part hereof. The **deadline for questions will be February 20, 2024 at 12:00 pm ET.** No questions will be accepted after this time.

11. All entries shall be entered in ink or typewritten and shall remain firm for a period of not less than **(ninety) 90 days**. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the proposal.

12. Unit prices shall prevail in case of any discrepancies.

13. Offers, amendments thereto or withdrawal requests must be received by the time advertised for proposal opening to be timely filed. It is the vendor's sole responsibility to ensure these documents are received by the person (or office) at the time indicated in the solicitation document.

14. By submission of an offer, you are guaranteeing that all services meet the requirements of the solicitation.

15. Any Contract between the Dover School District and the Vendor shall consist of (1) the signed Agreement between the parties; (2) the Request for Proposal (RFP) and any amendments thereto and (3) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1), and (3) referenced above, the provisions and requirements set forth and referenced in the Agreement shall govern, followed by the RFP. However, the Dover School District reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The Proposer is cautioned that this proposal shall be subject to acceptance without further clarification. [See attached "**SAMPLE AGREEMENT**" in the ATTACHMENTS starting page 36]

16. **BASIS FOR REJECTION**: Dover School District reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to Dover School District, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of Dover School District.

17. This solicitation does not commit **Dover School District** to award a contract, to pay any cost incurred in the preparation of a proposal, to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this solicitation, to negotiate its entirety this solicitation if it is in the best interest of the District to do so. The offeror shall bare all costs associated with the preparation of the response.

18. All vendors will receive EQUAL CONSIDERATION in the bidding procedures

19. Bids will be awarded to the BIDDER who MEETS SPECIFICATIONS, complies with all INSTRUCTIONS AND CONDITIONS, and demonstrates product/service delivery superiority via demonstrations and test runs if required.

20. The District reserves the right to ask clarifying questions of Vendors and to request best and final offers upon review of initial proposals.

21. The District reserves the right to select the proposal which it deems most appropriate and is not bound to accept any proposal based solely upon price. Any award resulting from this bid shall be made to the offeror whose proposal is determined to be most advantageous to the district taking into consideration price and the evaluation factors set forth herein.

22. **Ambiguous Offers**: Offers, which are uncertain as to terms, delivery, compliance to requirements and/or specifications, may be rejected or otherwise disregarded.

23. **Prohibition of Gratuities:** Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by New Hampshire law. The provision of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative for making a gift to child, grandchild or other close relatives for love and affection except as hereinafter provided."

24. **Offeror's Qualifications:** Offers shall be considered only from offerors who are regularly established in the business called for, and who in the judgment of the district, are financially responsible and able to show evidence of their reliability, ability, experience, and have personnel directly employed or supervised in the manner called for under this contact. The district may make such investigation as deemed necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the district all such information and data needed for this request, including a detailed list of the equipment which the offeror proposes to use; and a detailed description of the method proposed for service completion/installation. The district reserves the right to reject any offer if the evidence submitted by, or investigation of such offers demonstrates that the offeror is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional offers will not be accepted.

25. **Explanation to Prospective Offerors:** Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offeror.

26. **Offeror's Responsibility:** Each offeror shall fully acquaint himself with conditions relating to the scope, and restrictions attending the execution of the work under the conditions of this proposal.

27. **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the district in writing. The solicitation may or may not change, but a review of such notification will be made prior to award.

28. **Waiver:** The Dover School District reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the Dover School District; or to purchase on the open market if it is considered in the best interest of the Dover School District to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

29. **New Hampshire Law Clause:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of the state of New Hampshire, which require such person or entity to be authorized and/or licensed to do business in this state, by submission of this signed offer, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the state of New Hampshire, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses, or fees levied by the State/County. The Dover School District/City of Dover requires that all vendor-entities who fall under a statutory obligation be registered to do business with the New Hampshire Secretary of State, and in good standing. Providing evidence of same in your bid submission will help streamline the evaluation of your bid.

30. **Accidents:** The vendors shall hold the owner harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the owner of any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the owner reserves the right to defend such motion change all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.

31. **Affirmative Action:** The successful Offeror shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped and concerning the treatment of all employees, without regards of discrimination by reasons of race, color, sex, religion, and or national origin.

32. **Force Majeure:** Neither the District nor the successful offeror shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.

33. **Non- Appropriations:** All obligations of the Dover School District stated in this agreement, including, but not limited to, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds by the Dover City Council and in no event will the Dover School District be liable for any payments or obligation hereunder in excess of such appropriated funds. If, as part of a budget approved for the Dover School District for a fiscal year, sufficient funds are not appropriated to make payments under this Agreement, then this Agreement and all obligations of the Dover School District shall terminate without recourse against the Dover School District as of the end of the last fiscal year. The successful Offeror understands that the Dover School District receives “bottom line” budget approval from the Dover City Council, and, accordingly, for purposes of this Agreement the Dover City Council will have been considered to have not appropriated sufficient funds within the meaning of this provision if the Dover City Council either (i) does not approve and fully fund the Dover School District’s requested/proposed budget or (ii) the Dover City Council expressly states its intent not to fund or sufficiently fund this

Agreement. The Dover School District shall not be required to transfer funds from any other account to satisfy payments hereunder. The Dover School District will promptly notify the successful Offeror if any such non-appropriation occurs and will use best efforts to provide 60 days' notice prior to termination. The successful Offeror shall have the right to terminate this Agreement immediately upon receiving notice of such termination due to the non-appropriation of funds.

34. **Assignment/Delegation/Subcontracts:** The Vendor shall not assign, or otherwise transfer, any interest in this Agreement without the prior written consent of the Dover School District. Prior written consent shall not be required in the event of a sale or acquisition of all of the Vendor's business or assets to which this Agreement relates, whether by merger or acquisition, sale of stock, reorganization or otherwise, however written notice shall be provided to the Dover School District within sixty (60) days of such sale or acquisition. None of the services shall be subcontracted by the successful Offeror without the prior written consent of the Dover School District.

35. **Insurance:** The Vendor shall secure and maintain for the duration of the Agreement a General Liability Insurance policy or policies at no cost to the Dover School District. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. An insurance certificate shall be supplied to the Dover School District by the Vendor, as well as proof of an endorsement or policy additional insured provisions confirming the Dover School District's additional insured status. The Dover School District shall be named as an additional insured on the Vendor's general liability insurance policy, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover the Dover School District with the same scope of coverage provided to the Vendor under the general liability policy without subjecting the Dover School District to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the Dover School District prior to cancellation of the policy. The Vendor shall also provide the Dover School District certificates of renewal and, if requested, proof of an endorsement or policy additional insured provisions for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.

    The Vendor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this Agreement at no cost to the Dover School District. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the Dover School District by the Vendor. The Vendor shall also provide the Dover School District certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.

36. **Workers' Compensation:** The Vendor shall agree, certify and warrant that they are in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all its employees are required by said law.

37. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. A minimum one-year warranty period shall apply to all labor and parts provided by the Vendor in performing the Agreement, commencing with the date of substantial completion. Such warranty period shall be cumulative of all other

rights and remedies of the Dover School District and shall not supplant or otherwise limit the Dover School District's rights and remedies. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local, the most stringent law(s) taking precedence in the event multiple laws apply. Vendor hereby irrevocably assigns all manufacturer warranties in connection with this Agreement to the Dover School District.

38. **Disagreements and Dispute Resolution:** All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, and any agreement shall be deemed to have been executed in New Hampshire. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Strafford County.

39. **Contract Award Protest Policy and Procedure:** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a bid or contract may protest and seek resolution of complaints with the School Business Administrator. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the time for the opening of bids on the closing day for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposal. If the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposal, the protest shall be submitted within three (3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.

    If a satisfactory resolution of the protest is not achieved by submitting a complaint with the School Business Administrator, the person submitting the protest shall submit a written appeal to the Superintendent within three (3) calendar days of a decision by the Business Administrator.

    Purchasing procedures shall be stayed pending a decision of the Superintendent unless the Superintendent decides that the award of a contract is necessary to protect substantial interests of the Dover School District.

40. **Modifications After Award:** The Dover School District reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

41. **Cancellation of Award:** The Dover School District reserves the right to cancel the award without liability to the proposer at any time before a contract has been fully executed by all parties and is approved by the Dover School District.

42. **Confidentiality:** Confidentiality of any and all information/data held by the Dover School District under or related to this Agreement shall be governed by New Hampshire RSA Chapter 91-A. Vendor understands and agrees to at all times maintain the confidentiality of all Dover School District information technology systems and any information related thereto, as well as maintain the confidentiality of any other data, records, or information that are exempt from public disclosure by RSA 91-A:5 and applicable law.

43. **Proposal Evaluation:** Proposals received on-time will be evaluated based on the E-Rate criteria as outlined below. The following factors will be used in evaluating bid responses per IA services and WAN services separately; price is weighted higher than any other single factor. At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the

materials presented in any part of the proposal. In an attempt to determine if a proposer is qualified and responsible, the Dover School District, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

Factor	Weight
E-Rate eligible recurring and one-time circuit costs (E-Rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-Rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-Rate program rules.)	30
Other Cost Factors (including price of ineligible goods and services, price of changing providers, price for breaking contract, contract terms and conditions, etc.)	25
Strong and unequivocal evidence that proposing organization's human, organizational, technical, and professional resources (including Education and E-Rate expertise) and abilities can support the proposed project, which will meet the full scope of the requirements specified in the RFP in a timely manner	10
Overall suitability of the proposal for current and future needs of the Dover School District	10
Environmental Objectives[1]	10
Evidence of prior successful experience is detailed and related to the proposed services; References provide assurance that vendor can deliver the services and/or required products	10
Conformance of proposal to instruction for format and contents of proposal	5
Total	**100**

44. The District reserves the right to ask clarifying questions of Vendors and to request best and final offers upon review of initial proposals.

45. **Arbitration:** Under no circumstances and with no exception will the Dover School District act as arbitrator between the Offeror and any sub-contractor.

46. **Change Orders:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Appointed Contracting Officer.

[1] *See last page for a complete listing of Environmental Objectives.*

47. **Special Notation:** The Business Office is acting under that authority given to it in the District Procurement Policy to procure contracts. The resulting contract is between the District and the successful offeror. The Business Office bears no liability for any damages that any party may incur in the execution or enforcement of the contract. The successful Proposer shall sign (execute) the necessary agreements for entering into the contract (a copy of the Dover School District's form contract is attached hereto) and return such signed agreements to the Dover School District, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder, if applicable.

48. **Execution of Agreement:** The successful Proposer shall sign (execute) the necessary agreements for entering into the contract (a copy of the Dover School District's form contract is attached hereto) and return such signed agreements to the Dover School District, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder, if applicable.

49. **Approval of Agreement:** Upon receipt of the agreement and surety bonds (if applicable) that have been fully executed by the successful proposer, the Dover School District shall complete the execution of the agreement in accordance with local laws or ordinances and return a copy of the fully executed agreement to the Vendor. Delivery of the fully executed agreement and a Dover School District purchase order, to the Vendor shall constitute the Dover School District's approval to be bound by the successful proposer's proposal and the terms and conditions of the agreement.

50. **Failure to Execute Agreement**: Failure of the successful proposer to execute the agreement and/or furnish acceptable surety bonds (if applicable) within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award and forfeiture of the proposal bond (if applicable), not as a penalty, but as liquidation of damages to the Dover School District.

51. **Payment**: Unless otherwise stated, payment by check will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the Dover School District and receipt of invoice, whichever is later. Vendors that accept payment by credit card shall be paid upon the completion of delivery of all items or service, in acceptable condition, to the Dover School District and receipt of invoice. The decision of whether to pay by check, or by credit card if the Vendor accepts payment by credit card, shall be in the Dover School District's sole discretion. The Dover School District is exempt from all sales and Federal excise taxes. The Dover School District is a political subdivision of the State of New Hampshire and, therefore, in accordance with IRS regulations, not subject to Federal taxes. Please bill less these taxes. The Dover School District's tax id number is 02-6000230.

52. **Disadvantaged Business Enterprises**: The Dover School District notifies all Vendors that it will affirmatively ensure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration of an award.

53. **Non-Discrimination:** Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

54. **Toxic Substances in the Workplace-Safety Data Sheet (Right to Know):** Any Vendor who receives an order resulting from this Request for Proposal agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A, when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that

purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including proposal debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Dover School District. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

55. **Exclusivity**: This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the Dover School District reserves the right to obtain these goods/services from any other vendor.

56. **Miscellaneous**: All State of New Hampshire and local codes, permits, and licensing requirements must be met by anyone performing work on School/City property. Vendor is required to obtain such permits and/or licenses prior to commencing any work. Any City permit/license fees will be waived by the City. Copies of such permits and licenses shall be forwarded to the Operations and Accounting Manager for the School's file prior to any work commencing.

57. **Severability**: If any of the General Terms and Conditions are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other General Terms and Conditions.

58. **Award: Dover School District** reserves the right to reject any and all proposals and to make an award in the best interest of the District.

59. **ALL BIDS MUST BE SIGNED.** (See Bid Submission Form). Unsigned bids will not be considered.

60. SPIN NUMBER. Please include SERVICE PROVIDER INFORMATION NUMBER (SPIN) in section 7 - Bid Submission Form, for E-Rate purposes. **<u>IF YOUR PROPOSAL DOES NOT INCLUDE A SPIN NUMBER, YOUR RESPONSE MAY BE DISQUALIFIED</u>**. Please confirm if you have recently applied for a SPIN number.

61. Each response must address the vendor's understanding and capabilities to provide Internet Access and Wide Area Network services for all schools. Examples of vendor's successful implementation of these services are required to demonstrate capability. Examples must address service, scope, and reliability.

62. **Notice for Taxes, Travel and Living Expenses:**
    <u>All prices/rates quoted must be inclusive of all taxes (local, state, and federal).</u>

    <u>Please provide a complete proposal, avoiding any hidden items, and include any estimates for labor, equipment delivery, licenses, as well as cost-reimbursable items such as travel and out-of-pocket expenses.</u>

63. **References:** Responders must provide a minimum of three (3) <u>current</u> references of similar services/solutions they have provided, including contact information. See section VIII.

64. **Indemnification:** To the fullest extent permitted by law, the Vendor agrees to defend (with counsel acceptable to the Dover School District/City of Dover), indemnify, and hold harmless the Dover School District/City of Dover from and against any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death, injury or injuries, or damages to any person, or damage or destruction of any property (including but not limited to School/City property and/or third-party property), in connection with or in relation to the Vendor's services, in whole or in part, under this Agreement to the extent caused by, and/or alleging, the strictly liable, negligent and/or otherwise tortious acts, errors, or

omissions of the Vendor or its officers, directors, employees, agents or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.

65. **Contract Negotiations**: The District reserves the right to conduct contract negotiations on details beyond what is specified in this RFP. Additionally, the District may also move to the next highest scoring bidder if contract negotiations aren't concluded to the District's satisfaction. Vendors must include a copy of their service agreement with their proposal.

66. **Awarded Vendor**: each year, during the renewal process, price drops should be included as part of the renewal process, as applicable, and included in signature documents for renewal.

67. **Responders should be aware of the following reasons for bid response disqualification.**

- Dover School District may reject an erroneous bid after the bid opening if all, some, or one of the following conditions exist: (1) an error was made; (2) the error materially affected the bid; (3) rejection of the bid would not cause a hardship on the district, other than losing an opportunity to receive commodities at a reduced cost; and (4) enforcement of the part of the bid in error would be unconscionable. If a bid is rejected, documented evidence shall be maintained that all of the conditions set forth in this subdivision exist;
- Vendor is on Red Light status with the FCC or is delinquent on a debt to a state or federal government agency or entity;
- Vendor is not authorized to do business in New Hampshire;
- Vendor has not been in business for at least 5 years performing the services or furnishing the equipment required in this RFP;
- Vendor does not have an E-Rate SPIN number;
- Vendor cannot provide all the services listed in the RFP unless otherwise noted in this solicitation that separate contracts may be awarded for subsets of equipment and/or services.
- Vendor has not signed the RFP documentation;
- Vendor has not sent the pricing spreadsheet in their response;
- Vendor does not agree to provide discounted billing to the District if requested;
- Vendor cannot certify that equipment placed in District and school locations do not post a national security risk, specifically the vendor must certify equipment placed at customer locations is not from the companies listed on the Customer Equipment Certification Form below. (See FCC News Release: https://www.fcc.gov/supplychain/coveredlist, "List of Equipment and Services Covered By Section 2 of The Secure Networks Act.", FCC, Last visited, 2024-01-15.).

II. BUILDING LOCATIONS TO BE CONNECTED:

BUILDING LOCATIONS	
Dover High School 25 Alumni Drive Dover, NH 03820	Woodman Park Elementary School 11 Towle Avenue Dover, NH 03820
Dover Middle School 16 Daley Drive Dover, NH 03820	Dover Regional Career Technical Center 25 Alumni Drive Dover, NH 03820
Garrison Elementary School 50 Garrison Road Dover, NH 03820	Bellamy Academy 50 Alumni Drive Dover, NH 03820
Frances G. Hopkins Elementary School at Horne Street 78 Horne Street Dover, NH 03820	Dover School District 61 Locust Street, Suite 409 Dover, NH 03820

The District reserves the right, through the life of the contract, to remove buildings and services at no additional charges if the configurations of the entities change within the District in response to budgets, population shifts, enrollment changes, Board of Education decisions, and/or circumstances outside the District's control.

II. CURRENT IA and WAN CONNECTIONS:

BUILDING LOCATIONS – IA SERVICES	
Dover High School 25 Alumni Drive Dover, NH 03820	Currently 5 Gbps IA Service
Dover Middle School 16 Daley Drive Dover, NH 03820	Currently 5 Gbps IA Service

BUILDING LOCATIONS – WAN SERVICES	
Dover High School 25 Alumni Drive Dover, NH 03820	Currently 4Gbps WAN Circuit
Garrison Elementary School 50 Garrison Road Dover, NH 03820	Currently 1Gbps WAN Circuit
Horne Street Elementary 78 Horne Street Dover, NH 03820	Currently 1Gbps WAN Circuit
Woodman Park Elementary School 11 Towle Avenue Dover, NH 03820	Currently 1Gbps WAN Circuit
SAU Office 61 Locust Street Suite 409 Dover, NH 03820	Currently 1Gbps WAN Circuit

III. DATES AND ACTIVIES:

1. **If there are any questions regarding this RFP please direct those to: currieasutton@epicinc.org.**

2. **RELEVANT DATES:**

Event	Date
Release bid to Bidders	February 6, 2024
Deadline for bid Questions	February 20, 2024, 12:00 PM ET
Deadline for Proposal Submission	March 05, 2024, 2:00 PM ET
Dates of E-Rate Service	July 1, 2024 through June 30, 2027 *With two possible voluntary extensions of 12 months each*

IV. BID SUBMISSION FORM[2]

COMPANY NAME ____

COMPANY ADDRESS ____

____

____

E-RATE SPIN NUMBER ____

RESPONSIBLE PERSON'S NAME AND AUTHORIZED SIGNATURE*

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the vendor.

____
NAME

____
SIGNATURE

DATE: ____________________________

CONTACT TELEPHONE: ____________________

CONTACT EMAIL: ______________________

**Signature certifies that the proposed solution and services meet all requirements outlined in the bid and that the vendor will comply with all specified requirements.*

[2] *Please return this page with your company's response.*

V. CUSTOMER EQUIPMENT CERTIFICATION FORM[3]

____(COMPANY NAME)

CERTIFIES THAT EQUIPMENT PLACED IN DISTRICT AND SCHOOL LOCATIONS IS NOT FROM THE FCC PUBLISHED LIST OF EQUIPMENT AND SERVICES COVERED BY SECTION 2 OF THE SECURE NETWORKS ACT:

HTTPS://WWW.FCC.GOV/SUPPLYCHAIN/COVEREDLIST

RESPONSIBLE PERSON'S NAME AND AUTHORIZED SIGNATURE:

____

NAME

____

SIGNATURE

DATE: ____________________________________

THE INCLUSION OF PRODUCERS OR PROVIDERS OF EQUIPMENT OR SERVICES IDENTIFIED ON THIS LIST SHOULD BE READ TO INCLUDE THE SUBSIDIARIES AND AFFILIATES OF SUCH ENTITIES.

WHERE EQUIPMENT OR SERVICES ON THE LIST ARE IDENTIFIED BY CATEGORY, SUCH CATEGORY SHOULD BE CONSTRUED TO INCLUDE ONLY EQUIPMENT OR SERVICES CAPABLE OF THE FUNCTIONS OUTLINED IN SECTIONS 2(B)(2)(A), (B), OR (C) OF THE SECURE AND TRUSTED COMMUNICATIONS NETWORKS ACT OF 2019, 47 U.S.C. § 1601(B)(2)(A)-(C).

[3] *Please return this page with your company's response.*

VI. SERVICE DESCRIPTION

Dover School District is soliciting bids from qualified Carriers (Vendors) for a Internet Access and a fiber based Wide Area Network (Leased Lit) for the District buildings listed above in Section II. The District has two demarcation points of the network, one resides within the High School, 25 Alumni Drive, Dover, NH 03820 and the other resides withing the Dover Middle School, 16 Daley Drive, Dover, NH 03820. The two different demarcation points support different facilities within the District. Each demarcation point requires an Internet Access connection.

Qualified Vendors should include in the following in their proposals:

- Any Special Construction Costs[4] (consisting construction of network facilities, design and engineering and project management) if necessary.
- The leased lit fiber network infrastructure.
- The maintenance cost of the fiber infrastructure (If not included in the monthly fee).

SOLUTION 1 - INTERNET ACCESS PROPOSALS:

Dover School District is requesting proposals for delivery of fully managed, dedicated, symmetrical bandwidth of Internet Access bundled with transport to the District entities.

- ➢ Please see the pricing sheet for Internet Access options requested. The minimum requested service is 5Gbps Internet Access.

The solution must be scalable to 10Gbps. Price quotes are requested for 36 months with two voluntary extensions for 12-month terms each. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the District.

If an increase in bandwidth is requested by the District during the contract period, the term length does not reset or renew. As bandwidth needs are steadily rising, respondents are requested to bid higher tiers of bandwidth to demonstrate their future scalability.

All pricing must be submitted using the "Pricing Spreadsheet" that is included as a separate Excel spreadsheet with this RFP.

Special Construction (if needed):

1. Special Construction
   a. In E-Rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new infrastructure to or between eligible entities.
      i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-Rate modernization order 2 (WC Docket No. 13-184) (https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity) for more information.

   b. Special construction charges eligible for Category One support consist of three components:
      i. construction of network facilities
      ii. design and engineering
      iii. project management

[4] *See Section X: SECA Cost Allocation Scenarios for Special Construction Costs.*

c. Fiber special construction
   i. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC).**
      1. This means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.

   ii. Excess fiber strands
      1. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.
      2. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
      3. For examples of cost allocation, please see document in Section IX as prepared by the State E-Rate Coordinators' Alliance (SECA).

d. Fixed wireless special construction
   i. Special construction for fixed wireless connectivity includes the following charges:
      1. Site preparation including any clearing, concrete pads, fencing, generator installation, and electrical wiring
      2. Tower construction
      3. Fiber construction for backhaul
      4. Antennas and dishes
   ii. One-time costs that are considered standard, non-recurring costs include:
      1. Demarcation routers or switches

e. Other connectivity types
   i. In the event respondent wishes to propose connectivity that requires significant installation and/or construction and is not fiber or fixed wireless, it is the responsibility of the respondent, not the Dover School District, to contact USAC to determine whether components of installation are considered special construction before submitting a proposal. Failure by respondent to determine eligibility and submit an accurate proposal may result in disqualification.

f. Special Construction Payment Plan Option
   i. Dover School District requests that the respondents consider allowing the District to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual installments over three years from Funding Year 2024 to Funding Year 2026 inclusive. Responses must include agreement or non-agreement of this request as indicated in the pricing spreadsheet included with this RFP document.

Additional Requirements of the Awarded Provider:

Dover School District requires, within the first month of service, that the awarded provider furnish the following information:

- All billing account numbers and the corresponding circuit numbers;
- Labeling of all vendor owned equipment at the customer site;
- Labeling of all vendor ports for easy identification.

Failure to provide this information and labeling will result in non-payment of invoices and denial of access to any District site by the vendor, due to non-compliance.

SOLUTION 2 - WIDE AREA NETWORK PROPOSALS:

Dover School District is soliciting bids from qualified service providers for a Wide Area Network for the Dover School District buildings listed above in Section II.

➢ This option requested is a fully managed, leased lit fiber solution for a minimum of 1 Gbps and must be scalable up to 10 Gbps. One-time special construction should be bid separately from the monthly recurring cost for the fully managed leased service as indicated in the table in "Pricing Spreadsheet" that is provided with this RFP.

➢ Additionally, Dover School District is requesting the service provider's solution includes power redundancy in each MDF that is being provided a WAN connection in this solution, specifically to support the service provider's equipment included in the solution being proposed. The power support must have a minimum of 30 minutes up-time in the event of a power failure.

Price quotes are requested for 36 months with two voluntary extensions for 12-month terms each. Unless otherwise specified all prices listed are firm for the term of the contract. No fuel surcharges shall be allowed at any time.

If an increase in bandwidth is requested during the contract period the contract does not renew. As bandwidth needs are steadily rising, respondents are free to bid higher tiers of bandwidth as requested to demonstrate their future scalability.

Dover School District will evaluate fiber-based network infrastructure proposals for the Wide Area Network solution. The District will evaluate long term contract options for leased lit fiber solutions, as defined by the FCC Second E-Rate Modernization Order.

The proposed lease is to include any and all subsequent charges, including but not limited to, costs from utility companies for use of poles, licenses and permits to perform work, and other expenses, which may be incurred.

All costs must be provided in an itemized format. A pricing spreadsheet provided with this RFP must be completed. Bidders will be responsible for accurately providing all costs.

In reference to LEASED LIT FIBER WAN proposals, Switching Services are desired to provide routing and limiting protocol transmission between school district buildings where needed. SLD regulations require that the telecommunications provider must own this hardware; all on-site telecommunications (Priority 1) equipment shall be owned and maintained by the carrier.

The District will consider traditional network designs (such as hub and spoke) or alternative proposals that, in accordance with E-Rate guidance, maximize cost effectiveness. Respondents should clearly illustrate proposed network design and construction routes. The District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

In order to assess the vendor's ability to provide a fiber based Wide Area Network necessary to meet District needs, the response to this bid must address the "development process". Describe in detail how your fiber based Wide Area Network solution actually provides the services described. This description should include, but not be limited to:

1. Transport alternatives considered and explanation of solution(s) selected
2. Anticipated time requirements to obtain permits, certifications, etc.
3. Anticipated time to install services solution.
4. Use of subcontractors for cable and electronics installation, etc.
5. A project management and implementation plan that includes a timeline outlining the completion of the network for each building.

- Any permits and inspections required for the proper installation of the specified project shall be furnished and coordinated by the bidder/Offeror at your sole expense.

- All network cutover work must be performed on-site after normal school hours or on weekends to avoid disruption to students and staff. All work areas and materials must be secured and a safe environment maintained for students and staff.

- Service activation must be transparent and any down time required to activate the system and services must be approved by District personnel.

- System and services must be installed, tested, and fully operational to all specified sites at least 48 hours prior to 7:00 am, July 1, 2024. Unless otherwise negotiated with the District, the District reserves the right to terminate the contract and award services to the next qualified vendor if the system and services are not available at the time and date specified above.

- The completed installation must be inspected and approved in accordance with all state and local codes and requirements.

- All Offerors shall carry Worker's Compensation Insurance, in addition to Public Liability Insurance. Verification of this insurance must accompany the vendor's proposal.

- The Offeror shall remove from the premises any resultant debris and return the surrounding areas to previous condition.

All pricing must be submitted using the "Pricing Spreadsheet" that is included as a separate Excel spreadsheet with this RFP.

Qualified Vendors should include in the following in their proposals:

- Any Special Construction Costs[5] (consisting construction of network facilities, design and engineering and project management) if necessary.
- The fiber network infrastructure.
- The maintenance cost of the fiber infrastructure (if not included in the monthly fee).
    - Applicant must have dedicated, symmetrical transport bandwidth.
    - The solution must be scalable for future growth.
    - Contract options are requested for 36-months with two 12-month extensions terms of service.

[5] *See Section IX: SECA Cost Allocation Scenarios for Special Construction Costs.*

- Each respondent is required to complete the attached pricing sheet with this RFP.
  - Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
  - Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
  - No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
- All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.
- If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
- All solutions must adhere to the Service Level Agreement (SLA) terms in Section VI.

Separate contracts may be awarded of services by project tab (Internet Access/WAN) within the pricing spreadsheet.

SPECIAL CONSTRUCTION:

In E-Rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC). Applicants may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components:

1. construction of network facilities
2. design and engineering
3. project management

Note: The term “special construction” does not include network equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for network equipment and fiber maintenance are eligible for Category One support as separate services, but not as special construction.

All options can include special construction or one-time E-Rate eligible non-recurring costs as well as E-Rate eligible recurring circuit costs.

To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Dover School District will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC. For examples of cost allocation, please see document in Section IX as prepared by the State E-Rate Coordinators’ Alliance (SECA).

Special Construction[6] Information for Form 471 and PIA Review:

All E-Rate applications including special construction are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the table in “Pricing Spreadsheet” that is provided with this RFP. Additionally, respondents are encouraged (but not required) to submit the additional information in the “Pricing Spreadsheet” that is provided with this RFP that will likely be requested during PIA review. **If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested**. Please note that vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

Special Construction Payment Plan Option:

Depending on the overall cost of the solution, Dover School District requests that the respondents consider allowing the District to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual installments over three years from Funding Year 2024 to Funding Year 2026 inclusive. Responses must include agreement or non-agreement of this request. Respondents are required to fill out the table in “Pricing Spreadsheet” that is provided with this RFP indicating their wiliness to consider the payment plan option.

Additional Requirements of the Awarded Provider:

Dover School District requires, within the first month of service, that the awarded provider furnish the following information:

- All billing account numbers and the corresponding circuit numbers;
- Labeling of all vendor owned equipment at the customer site;
- Labeling of all vendor ports for easy identification.

Failure to provide this information and labeling will result in non-payment of invoices and denial of access to any District site by the vendor, due to non-compliance.

[6] *See Section IX: SECA Cost Allocation Scenarios for Special Construction Costs.*

VII. AVAILABILTY OF SERVICES:

In the case of INTERNET ACCESS, the vendor should be prepared to guarantee the availability of all services at 99.99% (or best available) as calculated by the following formula:

1. Proposed services must me the following specifications:
    a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
    b. .25% frame/packet loss commitment
    c. 25ms round trip network latency commitment on **transport between Applicant site and PoP only. This does not apply to traffic outside of the PoP.**
    d. 10ms network jitter commitment
    e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
    f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

2. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.

3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

4. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.

5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

6. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.

7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified. Credits for outages should be the following:

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%

Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.

10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Dover School District reserve the right to cancel the contract with the vendor for non-performance at any time during the contract period. Nonperformance includes but is not limited to failure to supply good quality service, failure to provide services for the full term of the contract, installation performance, poor billing and customer service services, and failure to maintain status as an authorized representative of services.

In the case of WAN CONNECTIVITY, the vendor should be prepared to guarantee the availability of all services at 99.99% (or best available) as calculated by the following formula:

1. Proposed services must me the following specifications:
   a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
   b. .25% frame/packet loss commitment
   c. 25ms round trip network latency commitment
   d. 10ms network jitter commitment
   e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
   f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

2. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.

3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

4. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by

request. A list of escalation contacts will be provided when implementation schedule is completed.

5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

6. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.

7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages should be the following:

Length of Service Outage	**Credit is the following percentage of monthly recurring cost**
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.

10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the Dover School District.

Dover School District reserve the right to cancel the contract with the vendor for non-performance at any time during the contract period. Nonperformance includes but is not limited to failure to supply good quality service, failure to provide services for the full term of the contract, installation performance, poor billing and customer service services, and failure to maintain status as an authorized representative of services.

VIII. E-RATE ELIGIBLE PRICING:

Internet Access Proposal: Provide proposal for delivery of Internet Access to the district for the options described in the Pricing Spreadsheet included with this RFP.

<u>All pricing must be submitted in a digital format using the "Pricing Spreadsheet" that is included as a separate Excel spreadsheet with this RFP.</u>

Special Construction Payment Plan Option:

Depending on the overall cost of the solution, Dover School District requests that the respondents consider allowing the District to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual installments over three years from Funding Year 2024 to Funding Year 2026 inclusive. Responses must include agreement or non-agreement of this request. Respondents are required to fill out the table in "Pricing Spreadsheet" that is provided with this RFP indicating their wiliness to consider the payment plan option.

WAN Proposal: Provide proposals for a with associated Ethernet connectors to the district for the options described in the Pricing Spreadsheet included with this RFP.

<u>All pricing must be submitted using the "Pricing Spreadsheet" that is included as a separate Excel spreadsheet with this RFP.</u>

Special Construction[7] Information for Form 471 and PIA Review:

All E-Rate applications including special construction are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the table in "Pricing Spreadsheet" that is provided with this RFP. Additionally, respondents are encouraged (but not required) to submit the additional information in the "Pricing Spreadsheet" that is provided with this RFP that will likely be requested during PIA review. **If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested**. Please note that vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

Special Construction Payment Plan Option:

Depending on the overall cost of the solution, Dover School District requests that the respondents consider allowing the District to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual installments over three years from Funding Year 2024 to Funding Year 2026 inclusive. Responses must include agreement or non-agreement of this request. Respondents are required to fill out the table in "Pricing Spreadsheet" that is provided with this RFP indicating their wiliness to consider the payment plan option.

[7] *See Section IX: SECA Cost Allocation Scenarios for Special Construction Costs.*

IX. INTERNET ACCESS REFERENCES[8]

REFRENCE #1:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

REFRENCE #2:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

REFRENCE #3:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

[8] *Please return this page with your company's response.*

X. WAN REFERENCES[9]

REFRENCE #1:

____

NAME OF REFERENCE

____

CONTACT

____

PHONE NUMBER

____

EMAIL ADDRESS

REFRENCE #2:

____

NAME OF REFERENCE

____

CONTACT

____

PHONE NUMBER

____

EMAIL ADDRESS

REFRENCE #3:

____

NAME OF REFERENCE

____

CONTACT

____

PHONE NUMBER

____

EMAIL ADDRESS

[9] *Please return this page with your company's response.*

XI. E-RATE SPECIAL CONSTRUCTION COSTS – EXCESS STRANDS COST ALLOCATION

Funding Year 2018 - Prepared by the State E-Rate Coordinators' Alliance - October 23, 2017

I. LEASED LIT FIBER AND LEASED DARK FIBER

A. Excess Strands for Applicant's Future Use

If the service provider installs additional strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project, and if the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective then buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation of the excess strands is required and no other special construction charges would need to be cost allocated.

If the service provider installs excess strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project where the excess strands will remain dormant until they are lit for the applicant in the future, and if the applicant cannot show that it is not more cost effective than buying the exact number of fiber strands being lit in the first year, the applicant must cost allocate the costs associated with the excess strands only. No other special construction charges would need to be cost allocated.

B. Excess Strands for Service Provider's Future Use

For lit services special construction and leased dark fiber special construction, if the service provider wishes to place extra strands in the build for its own use, the E-rate applicant must cost allocate the cost of the service provider-owned extra strands, as well as all incremental costs of those extra strands from the special construction E-rate funding request. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

Example 1 from Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 1:** Leased lit fiber or leased dark fiber provider installs 12-strands in fiber run to a large school district hub and wants to add 36 additional strands for its own ineligible use, resulting in additional labor costs (e.g., splicing) and plant costs (e.g., larger termination boards, additional handholes).

***Result*:** Cost of 36 additional fiber strands and all associated incremental increases in costs (e.g., the additional labor/outside plant costs) above what would be incurred if only the 12-strands of fiber were installed must be allocated out of the applicant's special construction funding request.

Applicant's should seek documentation from the provider which outlines the added incremental costs attributable to designing, managing and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

- Splice Labor. If any fibers over the applicant's fibers are spliced, the labor for these additional splices must be cost allocated.
- Splice Enclosures are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.
- Fiber Installation Labor. This represents the incremental cost of pulling a larger cable through the buried conduit.
- Structured materials installation. This represents the additional cost of burying a larger conduit to support the additional fibers.

Note that the costs associated with installing a larger cable strand than what is required by the applicant are ineligible and the service provider should not include such costs in their special construction billing to the applicant but should be prepared to show evidence during PIA review that it did not charge the applicant for these incremental costs.

Figure 1: Here is a table outlining some possible incremental costs:

Item	**12 Strand cable construction**	**48 strand cable construction**	**Cost Allocation Amount that service provider should remove from the special construction request**
Fiber Cable	38 cents per foot	$1.04 per foot	66 cents per foot
Design and Engineering	$2.12 per foot	$2.42 per foot	30 cents per foot to depict additional splices at A and Z locations
Project Management	$1.18 per foot	$1.18 per foot	0
Splice labor*	$11.00 per splice	$11.00 per splice	$11 per splice over 12 splices at any splice site
Splice enclosures**	$205 per enclosure	$205 per enclosure	$205 per enclosure for every enclosure over 12
Fiber Patch Panel	$71.43 per panel	$218.60 per panel	$147.17 per panel
Conduit and other structured materials	1.25" conduit required $1.95 per foot Handhole (40,000 lb rated) $2695 per unit Fiber Marker $30 per unit	1.5" conduit required $2.35 per foot Handhole (40,000 lb rated) $2695 per unit Fiber marker $30 per unit	40 cents per foot No cost difference for handhole No cost difference per marker
Fiber Installation Labor ***	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials	$2.85 per foot	$3.10 per foot	25 cents per foot

Installation (conduit, markers, handholes)****			
Markers	Place every 500’	Place every 500’	No cost difference
Handholes	Place every 1000’	Place every 1000’	No cost difference

Note: The eligible applicant should be prepared to show evidence during PIA review that it has deducted all incremental costs associated with design, engineering, project management, construction, procurement of fiber and procurement of structured materials of the larger strand cable when compared to the costs associated with design, engineering, project management, construction, procurement of fiber and procurement of structured materials of the fiber strand cable only used by the eligible applicant.

XII. E-RATE REQUIREMENTS FOR VENDORS:

Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-Rate program and be willing to include such requirements in the Vendor's contract:

Discounted Bills: Should the District so choose; Vendor must agree to provide discounted bills to District which reflect the net charges due to the District after E-Rate discounts have been reflected (also known as the "non-discount" amount). The Vendor will then invoice USAC using the Form 474 SPI form for the E-Rate discount amount. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing. Further, Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay. If the District's actions or failure to act are responsible for the non-payment of the Vendor's invoice with USAC, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

If Vendor learns of any federal, state or local investigation conducted by any regulatory authority or law enforcement authority that could have an adverse impact on the District's ability to continue to receive the benefit of E-Rate funding, Vendor must notify the District within 30 calendar days of learning of such investigation. The District reserves the right to cancel the agreement without penalty if the investigation impedes the District's ability in any way to receive the benefit of E-Rate funding, subject to any investigation of wrongdoing.

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services and any subcontractors to the District. All such records shall be retained for 10 years following completion of services and/or installation of equipment, and shall be subject to inspection and audit by the District.

Vendor must maintain and enforce an internal E-Rate audit process that ensures that Vendor complies with all E-Rate program rules and regulations. This process must include the following:

- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's Form 471.
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- When E-Rate eligible services or equipment are allocated or installed in multiple buildings, support for the allocation consistent with the amount and buildings identified in the Form 471
- Documenting that E-Rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by Vendor's representative in a timely manner
- Maintaining fixed asset list of E-Rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format upon project completion

XIII. ENVIRONMENTAL OBJECTIVES

The following Environmental Objectives are provided for your review and consideration. They will be used in the evaluation of responses to this bid and Form 470 associated with this bid.

- **Quality and Responsiveness of Proposal –** the degree to which responder answered the bid questions; completeness and clarity of response; conformance to instructions; conformance to terms and conditions; conformance to bid specifications.

- **Technical Merit of the Proposed Solution –** Did the responder demonstrate a comprehensive understanding of the project and familiarity with the requirements and specifications?

- **Substantial Responsiveness –** Does the proposal fulfill the requirements and the technical specifications or propose a different design that does not offer substantial equivalence in critical performance parameters or in other requirements?

- **Technology Evaluation –** The technology platform and architecture being proposed needs to be evaluated to make sure that the equipment can meet the application and service demands that will be placed on the Internet Access and Wide Area Network Services.

- **Relevant Experience –** Does the responder have experience in the configuration and installation of WANs similar to the scale and scope that you intend for your district?

- **Availability of Technical Support –** Are there readily available technicians who will provide troubleshooting?

- **Check Telecommunications (Internet Access/WAN) References –** Contact references to verify quality and technical performance of Internet Access and WANs installed by responders.

- **Reliability of Service/Continuance of Service –** What is the responder's record of reliability? What is the maximum length of downtime for transition, upgrade, and repair (the period of time during which service is not provided) of Internet Access and WANs?

- **Flexibility –** Responder's willingness and experience in adapting to mid-course corrections.

- **Scalability –** Is the solution architecture scalable for future growth and enhancements?

- **User Experience –** Ease of use; compatibility with existing systems/hardware.

- **Open Standards –** Does the solution utilize Proprietary or Open Standards based equipment?

- **Review of Terms and Conditions –** Does the responder have SLAs? What is their detailed plan that will enable them to meet the SLA?

- **Vendor's Financial Stability –** Review the financials of the bid responders to ensure they have the financial livelihood to deploy the project.

- **Warranty –** Extended warranty offer; length of time on individual components, replacement components and parts; quick and efficient exchange and replacement process.

XIV. ATTACHMENTS:

DOVER SCHOOL DISTRICT SAMPLE AGREEMENT

AGREEMENT

THE DOVER SCHOOL DISTRICT, 61 Locust Street, Suite 409, Dover, New Hampshire 03820 and ______________________ (the "Vendor), a New Hampshire corporation, with an address at ____________________, who on this ____ day of ______, 2024, for valuable consideration agree as follows (the "Agreement"):

1. **Purpose**. This Agreement refers to and incorporates the provisions of a Request for Proposal RFP _____________ entitled "__________________" issued by the Dover School District to provide ________________________________.

2. **Agreement Documents**. The Agreement shall include and consist of the following documents (the "Agreement Documents"):

   a. Agreement (___ pages)
   b. RFP ____________ issued by the Dover School District on ________________, 2024 (__ pages) including:
      - General Terms and Conditions (__ pages);
      - Any other Dover School District issued addenda, attachments or schedules to the foregoing (except the Dover School District's Sample Agreement);
   c. Reply of Vendor dated ______________, 2024 (___ pages);
   d. Service Order dated _______________, 2024 (__ pages) attached hereto.

3. **Scope of Services**. The Vendor shall perform all work specified and required by the Agreement Documents listed in Section 2 above. Should there be conflicts between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement; 2) the terms of RFP _______________ and its attachments; 3) Reply of Vendor; and 4) Service Order. For the avoidance of doubt, any additional or different Dover School District terms, including in its procurement order, acceptance, vendor portal, or website shall not have any effect unless expressly incorporated into this Agreement.

4. **Changes in the Cost of the Work and the Scope of Services**. Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work. In case of as-needed quantity agreements, a quote, scope of work, or statement of work signed/issued by the Vendor and countersigned by the Dover School District's contracting officer prior to the commencement of work shall operate to supplement and be subject to this Agreement. In submitting any future invoice, quote, scope of work, or statement of work in connection with this Agreement, the Vendor shall not include, attach or hyperlink to

standardized terms and conditions that purport to modify any term of this Agreement except for the cost of work, the scope of work and the time for performance. The parties agree that any future invoice, quote, scope of work, or statement of work issued by the Vendor in relation to this Agreement that includes or hyperlinks to any term or condition other than the cost of work, the scope of work, or the time for performance, shall be null and void and of no effect, even if the Dover School District administratively approves and or pays same.

5. **Term**. The Vendor shall commence work upon the execution of this Agreement and issuance of a Purchase Order by the Dover School District. All services to be performed under this Agreement shall conclude on _________.

6. **Cost, Payment, Invoicing**. The Dover School District shall pay the Vendor an amount not to exceed ______________($XX.XX) as defined in Vendor proposal dated _________________. The Dover School District shall pay the Vendor upon commencement of services and presentation of an invoice supplied by the Vendor detailing the work performed and supply all other information required of said invoice.

7. Insurance.
   a. The Vendor shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies, including but not limited to environmental pollution endorsement or other coverage, at no cost to the Dover School District. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. An insurance certificate shall be supplied to the Dover School District by the Vendor, as well as proof of an endorsement or policy additional insured provisions confirming the Dover School District's additional insured status. The Dover School District shall be an additional insured on the Vendor's general liability insurance policy (including but not limited to the environmental/pollution coverage), all of which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover the Dover School District with the same scope of coverage provided to the Vendor under the general liability policy without subjecting the Dover School District to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the Dover School District prior to cancellation of the policy. The Vendor shall also provide the Dover School District certificates of renewal and, if requested, proof of an endorsement or policy additional insured provisions for any applicable insurance policy no later than ten (10) business days prior to the expiration of

said policy.

b. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

8. **Indemnification**. To the fullest extent permitted by law, the Vendor agrees to defend (with counsel reasonably acceptable to the Dover School District/City of Dover), indemnify, and hold harmless the Dover School District/City of Dover from and against any third party claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death, injury or injuries, or damages to any person, or damage or destruction of any property (including but not limited to School/City property and/or third-party property), in connection with or in relation to the Vendor's services, in whole or in part, under this Agreement to the extent caused by, the strictly liable, grossly negligent and/or willful tortious acts, errors, or omissions of the Vendor or its officers, directors, employees, agents or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.

9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local, the most stringent law(s) taking precedence in the event multiple laws apply. The Vendor, at its sole cost and expense, shall maintain throughout the term of this agreement, all permits, licenses and approvals necessary or required for the Vendor to perform the work and services described herein.

10. **Ownership of documents**. The Dover School shall retain ownership of the documents and designs, if any, prepared for the Dover School District by the Vendor pursuant to the provisions of the Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs. No files or documents of the Vendor relating to services or work performed pursuant to this Agreement may be destroyed without prior notification to and written permission of the Dover School District. For the avoidance of doubt, Vendor's ownership of its Platform is as set forth in Section 2.2 of the Service Order.

11. **Dispute resolution**. Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. All parties consent to venue and personal jurisdiction in the State of New

Hampshire. Venue shall be Strafford County.

12. **Termination**. The Dover School District may terminate this Agreement for a breach by Vendor upon thirty (30) days written notice ~~or for an inability to obtain sufficient funding upon sixty (60) days written notice,~~ subject to, (i) prior written notice to Vendor and, if a breach, a reasonable opportunity to cure, and (ii) an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.

13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.

14. **Waiver of breach.** No failure by the Dover School District to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.

15. **Applicable law**. This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.

16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Dover School District and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the Dover School District or the Vendor shall be for the sole and exclusive benefit of the Dover School District and the Vendor.

17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.

18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

19. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or

otherwise transfer, any interest in this Agreement without the prior written consent of the Dover School District. Prior written consent shall not be required in the event of a sale or acquisition of all of Vendor's business or assets to which this Agreement relates, whether by merger or acquisition, sale of stock, reorganization or otherwise, however written notice shall be provided to the School District within sixty (60) days of such sale or acquisition. None of the services shall be subcontracted by the Vendor without the prior written consent of the Dover School District.

20. **Contractor's Relation to the Dover School District.** In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent, joint venture, partner, nor employee of the Dover School District. Entities must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire to the extent required by law.

21. **Confidentiality.** Confidentiality of any and all information/data held by the Dover School District under or related to this Agreement shall be governed by New Hampshire RSA Chapter 91-A. Vendor understands and agrees to at all times maintain the confidentiality of all Dover School District information technology systems and any information related thereto, as well as maintain the confidentiality of any other data, records, or information that are exempt from public disclosure by RSA 91-A:5 and applicable law.

22. **Recordkeeping**. The Vendor shall maintain records (physical and electronic) arising out of or in relation to this Agreement. The Vendor shall not destroy any records arising out of or related to this Agreement unless and until the Dover School District has given written permission in writing. If a retention period applies pursuant to applicable law, such retention period (the longer period, if multiple laws apply) shall be controlling. No more than once annually the Vendor shall make all records relating to performance of this Agreement available to the Dover School District when requested subject to Vendor's reasonable confidentiality and security protocols.

23. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

24. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings

throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

25. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

Dover School District, SAU#11	**Vendor**
William R. Harbron, Superintendent	
61 Locust Street, Suite 409	
Dover, NH 03820	

26. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

27. **Appropriations**: All obligations of the Dover School District stated in this agreement, including, but not limited to, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds by the Dover City Council and in no event will the Dover School District be liable for any payments or obligation hereunder in excess of such appropriated funds. If, as part of a budget approved for the Dover School District for a fiscal year, sufficient funds are not appropriated to make payments required under this Agreement, then this Agreement and all obligations of the Dover School District shall terminate without recourse against the Dover School District as of the end of the last fiscal year. Vendor understands that the Dover School District receives “bottom line” budget approval from the Dover City Council, and, accordingly, for purposes of this Agreement the Dover City Council will have been considered to have not appropriated sufficient funds within the meaning of this provision if the Dover City Council either (i) does not approve and fully fund the Dover School District’s requested/proposed budget, or (ii) the Dover City Council expressly states its intent not to fund or sufficiently fund this Agreement. The Dover School District shall not be required to transfer funds from any other account to satisfy payments hereunder. The Dover School District will promptly notify the Vendor if any such non-appropriation occurs and will use best efforts to provide 60 days’ notice prior to termination. Vendor shall have the right to terminate this agreement immediately upon receiving notice of such termination due to the non-appropriation of funds.

28. **Immunity**: Nothing within this Agreement shall be deemed to constitute a waiver of any immunity of the Dover School District, which immunities are hereby reserved to the Dover School District. This covenant shall survive the termination of this contract's conclusion.

29. **Entire Agreement.** This Agreement (which includes the Agreement Documents), which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

VENDOR

__________________________________ ______________________________

Duly Authorized Date

DOVER SCHOOL DISTRICT

__________________________________ ______________________________

William R. Harbron, Superintendent Date