

# **REQUEST FOR PROPOSAL**

DARK FIBER TELECOMMUNICATION SERVICES

For

NEW BOSTON SCHOOL DISTRICT

School Administrative Unit #19 (The New Boston School District)

Last Update January 22, 2026

# NOTICE TO PROPOSERS

## Submission Due Date: February 20, 2026

Proposals may be delivered in person or by USPS to the New Boston School District Business Office, 11 School Street, Goffstown, NH 03045. All proposals must be received by **2:00PM** EST to be considered. The New Boston School District (District) reserves the right to extend this deadline by providing a written addendum to the Request for Proposal. Proposals submitted by facsimile or electronic mail will not be considered. The proposals shall be labeled "Dark Fiber Telecommunication Services," delivered and addressed to:

## CONTACT INFO:

ATTN: Stephen Bourget  
New Boston School District  
11 School St  
Goffstown, NH 03045  
Email: [Stephen.bourget@sau19.org](mailto:Stephen.bourget@sau19.org)

Three (3) hard copies of the proposal response must be submitted to the address above. Prospective respondents may request clarification to this request for proposal (RFP) only by submitting a written request via email to the above mentioned contact. The District will only provide answers in the form of a written addendum to this RFP. All questions must be received in writing no later than **2:00 PM EST on February 20, 2026**. Any Vendor (Vendor or Contractor) who wishes their proposal to be considered is responsible for making certain that their response is received by the deadline.

Vendors may view and download this RFP document and any amendments on the SAU#19 website at: <https://www.sau19.org/index.php/en/information/community2/sau-requests-for-proposals>

Please note: Our goal is to provide the most cost effective solution to meeting the network and Internet needs of the district and as such we will also be exploring alternate connectivity methods, including lit fiber services.

# 1. INTRODUCTION

## 1.1 PURPOSE OF THE RFP

The District is seeking services from qualified Vendors experienced in providing dark fiber telecommunication services. The objective is to meet the District's telecommunication data service needs in the most cost effective manner.

This RFP provides the requirements and evaluation criteria. The District requests detailed responses from all prospective Vendors, including pricing and service descriptions, in the specified format. The District will conduct a review of the responses received from this RFP.

**Note: The District has a leased dark fiber network in place currently. The lease for the Goffstown Circuits expires on June 30, 2029. The lease for the circuit from the New Boston School to Goffstown High School expires on June 30, 2026. We will consider applications now in order to co-term our Goffstown and New Boston Fiber Networks. We are seeking new multi-year leases.**

# 2. SCOPE OF WORK

## 2.1 OVERVIEW

The District is seeking proposals for dark fiber telecommunication services between the New Boston Central School, located at 15 Central School Rd., New Boston, NH 03070 (NBCS) and Goffstown High School, 27 Wallace Rd., Goffstown, NH 03045 (GHS). Our objective is to meet the District's telecommunications data service needs in the most cost effective manner. The District may choose to migrate service during the term beginning in 2026.

## 2.2 INTERNAL ON-SITE HARDWARE

The District has deployed a self-managed switch environment on its LANs consisting of a Aruba 8360 series switches at the central hub location, and Aruba M6300 switches at all remote sites. This hardware is 25 gigabit capable and we currently operate our fiber circuits at this speed. It is our intention of utilizing the currently deployed hardware with our new contracted service. No additional hardware is included in this RFP.

## 2.3 DATA COMMUNICATION SERVICES REQUESTED

Seeking Vendor proposals for cost effective solutions to provide dark fiber telecommunications services for the District. A point-to-point architecture utilizing the New Boston Central School as the source location and Goffstown High School as the destination location.

Two strands of single mode fiber are required. Each strand must be terminated at the network MDF preferably using SC connections to match current internal interfaces. In some cases, this may be considered an extended demarcation point (building walk-throughs may be scheduled upon request).

Use of a fiber splice case or other device to transition from OSP cable to indoor rated armored cable or appropriately rated cable (plenum or riser) when installed in cable tray, conduit or other protected pathway, is acceptable.

Note: Our equipment is distance-sensitive. Fiber routes over 16 Kilometers may not be considered.

Vendor proposals must include:

1. fiber path route maps
2. length for each fiber segment.
  - a. Route length
  - b. Transmission path length (route length + slack loops)
3. hand-off type
4. Service Level Agreement terms
5. description of circuit reports provided (OTDR or other)
6. a list of any hardware, services, or systems required to enable connectivity between locations, other than SFP+ optics.

## **2.4 CURRENT NETWORK ARCHITECTURE**

The existing WAN environment utilizes leased fiber between all buildings. It is our intention to maintain or duplicate this environment..

## **2.5 BILLING**

Billing shall be provided on a Summary Bill with detailed line, segment, or circuit information available. All billing/invoicing shall be in accordance with rates quoted herein. The District shall not be subject to charges not detailed or quoted herein. Billing documents should be available in paper or electronic format. Please identify any extra charges for billing media options.

## **3. GENERAL TERMS AND CONDITIONS**

This RFP is not a contract offer. Receipt of a proposal neither commits the District to award a contract to any Vendor, nor limits our rights to negotiate in our best interest. The District reserves the right to contract with a Vendor for reasons other than price. Failure to answer any questions in this RFP may subject the proposal to disqualification. The District reserves the right to request additional information that is necessary and pertinent to the project or to assure that the Vendor's adequate competence to perform according to bid specifications. Products and services that are not specifically requested in the RFP but which are necessary to provide the functional capabilities proposed by the Vendor shall be included in the proposal.

### **3.1 COST OF PROPOSALS**

Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the Vendor.

### **3.2 RIGHT OF REJECTION**

The District will review the proposals for compliance with the procedural requirements set forth in this RFP and will reject any proposal that fails to meet the minimum bid requirements. Any deviation from the performance requirements or other terms of the RFP, informalities or defects, if in substantial compliance with the terms and intent of the RFP, may be accepted by the District at its discretion. The New Boston School District reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. The District may award a contract to a single Vendor for all elements for the entire project or may award any of the elements separately. In addition, the District reserves the right to fund (and proceed with project or purchase), not to fund the project, or to partially fund the project. Any allowance for oversight, omission, error, or mistake by the Vendor made after receipt of the proposal will be at the sole discretion of the District.

### **3.3 INSURANCE REQUIREMENTS**

Vendor proposing any installation services shall purchase and maintain insurance in the types set forth in Appendix G which may arise out of or result from the Vendor's operations under the contract, whether such operations performed by the Vendor or subcontractor or by anyone directly employed by. All Vendors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

### **3.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signing and submitting this proposal, Vendor certifies that their company and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a department or agency of either the federal or state government. Where Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to their offer.

### **3.5 STATEMENT OF CONFIDENTIALITY**

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. Proposal submissions are subject to the New Hampshire Right to Know Law (RSA 91-A): <https://gc.nh.gov/rsa/html/NHTOC/NHTOC-VI-91-A.htm>. In accordance with the Law, certain information is subject to public disclosure. Please be advised that should Vendor deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Law, you are hereby notified that every portion may still be subject to disclosure under the Law.

### **3.6 NOTIFICATION OF SUCCESSFUL VENDOR(S)**

The successful Vendor(s) will be advised of selection by the purchasing agent through the issuance of a notification of award letter via email. Any notification of the selection of the successful Vendor shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement.

### **3.7 PROPOSED TERMS OF CONTRACT**

The District is requesting that the selected Vendor enter into a three to five year contract for E-Rate Eligible Equipment and Services with the option to extend the contract for an additional twelve (12) months, if determined to be in the best interest of the District. The contract shall begin on a mutually agreed upon date between the District and the successful Vendor, which should be after the application gets approved by USAC and can be extended on an annual basis for a maximum of two (2) years at the sole discretion of the District.

### **3.8 E-RATE TERMS AND CONDITIONS**

The District intends to apply for discounts on the services/equipment listed in this RFP through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as "ERate." Vendors submitting bids under this RFP must agree to meet the following conditions relating to the E-Rate program:

The Vendor must have a valid E-rate SPIN number (Service Provider Identification Number), and must provide that SPIN in the Proposal submitted in response to this bid opportunity

The Vendor must agree to timely submission to the SLD a completed Form 473, Service Provider Annual Certification form, which provides updated contact information to the SLD for Vendor. The Vendor must also agree to provide a copy of the completed Form 473 to the District. The Vendor must agree to ship and/or deliver any services, goods and/or equipment requested in this Service Request on or after July 1, 2026.

The Vendor must agree invoice The District utilizing the E-rate Service Provider Invoicing (SPI) method. The District will pay the vendor only the E-rate discounted amount. The vendor must invoice USAC for the balance using FCC Form 474.

The Vendor must have a FCC registration number. The Vendor must be in good standing with the FCC and have no debts outstanding that are owed to the FCC and must not be on Red Light Status. Vendor's red light status constitutes a material breach of contract and the District reserves the right to cancel the Agreement of the parties immediately and without incurring any termination charges.

### **3.9 SECURITY AND CLEARANCES**

All personnel (Vendors and subcontractors) that will be working on this project at the school sites must observe the security and safety procedures of each school facility. Non-cleared Personnel, those who have not undergone a criminal records check, who will be working onsite, inside or outside of our buildings, must be accompanied by a District employee. All vendor personnel who will be working independently either inside or outside of our buildings must submit to a complete criminal history records check prior to the start of their project work assignment.

### **3.10 ADDITIONAL INFORMATION FOR THE PROVIDERS**

The District reserves the right to:

1. Amend, modify, cancel this RFP or not award any contract;
2. Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers (amendments and modifications will be posted on the District website at <https://www.sau19.org/index.php/en/information/community2/sau-requests-for-proposals>);
3. Award a contract for any or all parts of the RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP;
4. Utilize any and all ideas submitted in the RFP proposals received;
5. Request providers to clarify their RFP proposals;
6. Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s) in accordance with E-Rate rules where price of E-rate eligible services is the factor given the most points in the evaluation among all of the various factors considered in the evaluation.

### **3.11 QUESTIONS AND INQUIRIES**

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Any additional information will be posted as an addendum on the District website at:

<https://www.sau19.org/index.php/en/information/community2/sau-requests-for-proposals>. Known proposers will be notified by email when any amendments are posted. To be included on this email list, please send an email with the subject "Dark Fiber" to [Stephen.bourget@sau19.org](mailto:Stephen.bourget@sau19.org) stating your intent to bid, company name, and your desire to receive updates (if any).

### **3.12 CONTRACT TYPE**

The contract resulting from this solicitation will be a fixed-price contract, and must comply with the requirements of 2 CFR 200 Federal Procurement requirements.

### **3.13 PAYMENT TERMS**

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice.

The District reserves the right to reduce or withhold contract payment in the event the Vendor does not provide the New Boston School District with all required deliverables within the timeframe specified in the contract or in the event that the Vendor otherwise materially breaches the terms and conditions of the contract. District will not pay for services that are not installed or fully functional.

### **3.14 RFP REVISIONS**

Should it become necessary to revise any part of this RFP, addenda will be posted on the District website. All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to the website. Failure of any Vendor to receive or acknowledge receipt of such

addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

### **3.15 SUBMISSION DEADLINE**

In order to be eligible for consideration, proposals must be received at the New Boston School District business office no later than **2PM EST, February 20, 2026**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal prior to the deadline. Any proposal received by the District after the submission deadline, no matter what the reason, will be returned at the discretion of the District.

### **3.16 DURATION OF OFFER**

A proposal submitted in response to this solicitation is binding upon the Vendor and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable. Proposal responses will become contract documents.

### **3.17 TERMS AND CONDITIONS**

Any contract entered into in connection with this solicitation shall be subject to these General terms and Conditions except as otherwise modified herein. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The District shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the District may find said Vendor in default.

## **4. CALENDAR OF EVENTS**

The following table summarizes calendar of events for this RFP.

January 23, 2026	Distribute RFP
January 30, 2026 2:00PM EST	Deadline for submitting questions
February 20, 2026 2:00PM EST	Deadline for receipt of proposals
February 25, 2026.	Approval and announcement of Vendor selections

## **5. PROPOSAL FORMAT**

### **5.1 GENERAL**

The proposals shall be used to determine the Vendor's capability of rendering the services to be provided. Failure to fully comply with the instructions in this RFP may eliminate the Vendor's proposal from further evaluation as determined at the sole discretion of the District. The District reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Vendor, or none at all. The District reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the District. The proposal



is to include contact information, including principal contacts and officers, main and local business addresses, tax identification number, voice and fax phone numbers and email addresses. Vendor must sign proposals. An unsigned proposal may be rejected.

## **5.2 PROPOSAL FORMAT**

All proposals should be typewritten; have consecutively numbered pages; including any exhibits, charts, or other attachments.

Proposals shall be organized into the following major sections:

### **5.2.1 COVER LETTER**

The letter shall identify core team, provide name of contact person, phone number and fax number, summarize Vendor's history and other completed projects most relevant to the RFP.

### **5.2.2 EXECUTIVE SUMMARY**

The Executive Summary shall provide an overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems. This section should also include a brief narrative highlighting company's background and experience. Narrative should clearly demonstrate Vendor ability to provide the products and services required in this RFP.

### **5.2.3 COMPANY BACKGROUND AND HISTORY**

- Describe experience of firm in general providing telecommunications services.
- Describe relevant services carried out in the last five (5) years that illustrate firm's experience as it relates to this RFP.

### **5.2.4 EVIDENCE OF RESPONSIBILITY**

Vendors shall submit, with their Bids, all necessary evidence showing their financial resources; experience in the type of work being required by the District; organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the Bid.

### **5.2.5 PROJECT APPROACH / MANAGEMENT**

Please include the following information in the section:

- Provide a brief description of how the Vendor proposes to successfully manage this project and meet the goals and objectives of this RFP. Describe your implementation plan and schedule, including a detailed timeline and milestones.
- Include a description of how the project team will be structured, its roles and responsibilities, location within the company's organizational framework.

- Proposals submitted must also address how the Vendor will ensure that the District will receive accurate invoicing within 60 days of the term commencement date.
- Vendors shall describe their responsibilities, as well as the District's, in regard to the implementation and testing of the services.

## **5.2.6 SERVICES AND COST PROPOSAL**

### **5.2.6.1 SERVICES PROPOSAL**

Define scope of work and specific services being offered in the proposal. Please also include the space, electrical, and HVAC requirements for the proposed solutions.

#### **1) SERVICE LEVELS PROVIDED**

Provide standard installation time frames, response to issues, escalation procedures and restoration time periods for all services proposed.

#### **2) SERVICES**

Provide responses to the following questions and requests for information:

1. Is a designated Vendor representative assigned for implementation coordination, account maintenance, and review of problems? If so specify such in detail.
2. Is 24-hour customer service included? If so, please provide methods of access.
3. Do you have a local office for service? Will the District's account team be located within the region for the duration of the contract?
4. Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
5. What type of managerial reports are offered (i.e., by number, location, service, etc.)? Can these managerial reports be customized?
6. All new service installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of this agreement.
7. As part of the Proposal response, the District is requiring that the awarded Vendor provide a circuit inventory for all sites, validating all services and lines, so that the District can accurately determine the final installed number of services. The New Boston School District will not be charged separately for this inventory.

#### **3) NETWORK CAPABILITIES**

Provide a brief overview of your network capabilities, especially in regard to reliability, redundancy and fault tolerance.

### **5.2.6.2 COST PROPOSAL**

Clearly define all costs associated with the services defined in your proposal. Provide detailed pricing for the proposed solution; include separate costs for hardware components, software components, support costs and professional services.

The Vendor must acknowledge that all costs to meet and develop the RFP are born by the Vendor. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of Vendor proposed solution.

Include an estimated cost for all applicable fees, taxes, and surcharges and state if any of the charges are ineligible for E-Rate. The District is exempt from federal excise taxes. All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set up charges.

All pricing as proposed in Proposer's solution must conform to E-Rate rules and regulations, as well as FCC mandates as it applies to Lowest Corresponding Price, and must be proposed as a separate contract price, independent of the District's ability to use any 'master contract' or piggy-back contract' pricing element.

Describe available billing assistance.

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the District, Vendor will provide adjustment of charges within two bill cycles of notification.

Contractor must provide policy regarding the issuing of credits.

### **5.2.7 REFERENCES**

Include five references for customers of similar scope and size. References in the New Hampshire K12 community are preferred. This reference list shall include the following information:

- Organization Name
- Customer Contact – name, title and contact information
- Address
- Date of work performed
- Brief description of work performed

### **5.2.8 EXCEPTIONS TO THE RFP**

Vendor will make reasonable efforts to explain any conditions, exceptions, or limitations, if any, in their RFP responses. If Vendor does not explain significant conditions, exceptions, or limitations, the RFP response may be considered invalid and may be eliminated from consideration. New Boston School

District may, at their sole discretion, allow any conditions, exceptions, or limitations to the terms of this RFP.

#### **5.2.9 REQUIRED ATTACHMENTS**

1. Appendix D. Non-collusion affidavit
2. Appendix E. Statement of Vendor's qualification
3. Appendix F. References
4. Appendix G. Certificate of insurance coverage
5. Appendix H. Cost proposal form

### **EVALUATION AND SELECTION PROCEDURE**

#### **6.1 EVALUATION COMMITTEE**

Evaluation of the proposals will be performed by a committee established for that purpose. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to the District, considering price and technical factors set forth herein. The evaluation committee will make the final determination about acceptability of proposals.

#### **6.2 EVALUATION PROCESS**

As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of the District. During the evaluation process, the committee may request technical assistance from any source.

Following the completion of the evaluation of all Vendors' proposals, including any discussions, the committee will rank each qualified Vendor's proposal. Price of the service will be the most heavily weighted factor in determining the successful bidder.

The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of the New Boston School District.

Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation. If it is determined to be in the best interest of the District, the District may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to the District considering both price and technical factors set forth in this RFP.

## **APPENDIX A. SPECIAL TERMS AND CONDITIONS**

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The District shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the District may find said Vendor in default.

### **1. REQUEST FOR PROPOSALS (RFP)**

- a. **DIRECTIONS:** The District invites all interested and qualified Vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. **DEFINITIONS:** For the purpose and clarity of this document only, "The New Boston School District" will mean School Administrative Unit 19, New Boston School District. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, Vendor, Contractor and/or manufacturer that want to respond to this RFP.

### **2. GENERAL REQUIREMENTS**

- a. **AUTHORIZED DEALERS:** Only authorized dealers may submit a proposal on requested equipment. At the discretion of the District, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. **INSPECTIONS:** The District reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by the District. All expenses of the inspectors shall be borne by the District. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for the District, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. **TYPES OF PURCHASES:** These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in the District, whichever is specified, in quantities to be determined subsequent to the award.

- d. **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the District. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the District.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to the District a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to the District, which would provide sufficient data to enable the District to judge the Vendor's compliance with the specifications. The artifacts submitted will become the property of the District.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to the District to the specification as written. Any deviation by the

Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

- k. **SUBCONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the New Boston School District. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of the New Boston School District, assign any portion of the monies payable under the contract.

### 3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever the District indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of the District to determine whether the Vendor's price will be recalculated. The District will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include all delivery charges.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** The District reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **TAXES.** Taxes shall be included in the bid, including taxes enacted before the bid date but taking affect after bidding. Taxes enacted after the bid date shall be paid by the Vendor and reimbursed by the District without any markup. Federal excise taxes are generally not applicable to the District.

### 4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for the District shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between 8:00 a.m. and 12:00 p.m.; to schools – between 8:00 a.m. and 2:30 p.m. The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing

cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at the District worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.

- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The New Boston School District Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, and Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to the District complying with the Safety regulations as required by OSHA. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that Vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the Vendor must submit any applicable MSDS sheets to the District.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Vendor fails to deliver the goods or services of the contract in accordance with the specifications, the District reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of the District. All additional expenses incurred by the District as a result of such purchases will be deducted from the money owed or money that may become due the Vendor.

## 5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by the District. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that



the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services.

- b. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- c. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of the District are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of the District. These repairs and/or replacements shall be made at such times as will be designated by the District to avoid any interruption to the instructional programs.
- d. **OFFICE EQUIPMENT:** Vendor agrees to provide on-site service of equipment within four (4) hours of notification by the District personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- e. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- f. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

## 6. BONDING

- a. **BID BONDS:** Bid Bonds may be required. Refer to General Terms and Conditions.

## 7. PROPOSAL SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. **SUBMISSION:** Proposals must be delivered to the District: Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- c. **FORMAT:** Signed proposals must be delivered in sealed envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. The New

Boston School District shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.

- d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- f. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of the District as part of the bidding process.
- g. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- h. **PROPOSAL PREPARATION FEES:** The District will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- i. **PROPOSAL EVALUATION** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions.
- L. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made to the District in accordance with the General Terms and Conditions.
- j. **RIGHT TO PROTEST:** Any Vendor or Vendor who responds to a solicitation and is aggrieved in connection with the solicitation or notice of intent to award a contract may protest to the District. The protest shall be submitted, in writing, to the District within five (5) business days after the basis for protest is known or should have been known, whichever is earlier in accordance with the provisions of the District Administrative Regulations.
- k. **CONTRACT TERM:** The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

- I. COMMENCEMENT OF SERVICES: The District shall have no obligation to pay for services performed before the contract gets or after it ends. The District shall have no obligation to pay for services in excess of the monetary amount of the award. The District shall have no obligation to pay for services before a purchase order is issued.

## 8. ADDENDA

- a. INQUIRIES: No interpretation of the meaning of the specification or other documents will be made to any Vendors orally. Unless otherwise specified in the General Terms and conditions, inquiries are to be sent in writing to the New Boston School District Administrative Offices. "INQUIRY" and the RFP name must be noted on the envelope. Alternatively, inquiries may be e-mailed to Stephen Bourget <[stephen.bourget@sau19.org](mailto:stephen.bourget@sau19.org)>. The subject field of the e-mail must include "INQUIRY" and the RFP name.
- b. ISSUANCE: Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

## 9. ANNULMENTS AND RESERVATIONS

- a. A RIGHT TO REJECT: The District reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The District reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the District also reserves the right not to order any items(s) within the specification.
- b. WAIVER OF TECHNICAL DEFECTS: The District reserves the right to waive technical defects, if in its judgment the interest of the District shall so require.
- c. CONTRACT RESERVATIONS: The District reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon the New Boston School District materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the District to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, the District reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain

transportation, the District reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

#### 10. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The District may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The District shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the District. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the Vendor, this Contract may be terminated.

#### 11. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to the District Accounts Payable, 11 School Street, Goffstown, NH 03045 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the District Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **FREIGHT:** When transportation charges are billed to the District, a paid freight bill must accompany the invoice. Invoices received unaccompanied by such evidence will be paid only upon acceptance by the District. Cartage, package or boxing charges will not be allowed unless specifically so stated in this Purchase Order.
- e. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the District, then District shall have no obligation to pay for the stale invoices.
- f. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any

portion thereof without the express written consent of the District. Vendor and its employees, agents, volunteers and Vendors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws.

- g. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the District and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the District and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as result of any direct or indirect, willful, or negligent act or omission of the Vendor or its employees, agents, or volunteers.
- h. **INSURANCE:** Unless otherwise specified in the General Terms and Conditions, Vendor shall procure and keep in force the following required insurance coverage: Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement. Workers' Compensation coverage, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law. Vendors shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed professional such as those provided by the Vendor. The District shall be named as additional insured on all insurance policies related to this proposal.
- i. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the District. Any attempt to do so without such consent shall be null and void of no effect.
- j. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- k. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the District and made available by the Vendor to District and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a

period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.

- I. PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at the District sites and all material furnished by the District ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the District as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of the District in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of the District, which consent will not be unreasonably withheld. Purchase by District of any articles, material, merchandise, or service does not imply that the District has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the District in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the District is prohibited by the United States Criminal Code - Section 706.

## **APPENDIX B. UNIVERSAL SERVICE (E-RATE) REQUIREMENTS**

To warrant consideration for an award of contract resulting from this Request for Proposal, Vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, Vendors must comply with the following:

### ***E-RATE KNOWLEDGE, PARTICIPATION AND DOCUMENTATION***

The project herein is 100% contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. The successful bidder agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD") via the Form 474 Service Provider Invoice (SPI). The District, may choose not to file a Form 472, Billed Entity Applicant Reimbursement ("BEAR") Form, and will only be responsible for paying the awarded Vendor its non-discounted share of costs. Should the District, at the time of project implementation, decide that it is in the interest of the District to file a Form 472, the

New Boston School District will inform the Vendor of its intention. The District and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements.

Even after award of contracts, the District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District. Vendors wishing to bid, do so solely at their own risk. The District is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after award of the contracts. By submitting a bid, each Vendor agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the District cancel the project.

The District expects bidders to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

Bidders are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:

<https://www.usac.org/sl/providers/step01/>

Bidders are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

Bidders are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

The awarded Vendor will be required to send copies of all forms and invoices to the District prior to invoicing the SLD for pre-approval.

Within one (1) week of award, the awarded Vendor will provide the District with a bill of materials suitable for the Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from the District. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

In the event of questions during the E-Rate audit or PIA process, the awarded Vendor is expected to reply within 3 days to questions associated with its proposal.

## ***INVOICING PROCEDURES***

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

1. Date of invoice
2. Date(s) of service
3. Funding Request Number ("FRN")
4. Vendor's signature on invoice attesting to the accuracy and completeness of all charges
5. Detailed description of services performed and materials supplied that matches the District's contract specifications, Form 470 and Form 471 descriptions of same
6. Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
7. Invoice on Vendor's letterhead or on a Vendor-generated form
8. The District's Billed Entity Number
9. The District's Federal Communications Commission Registration Number
10. Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

## ***E-RATE DISCOUNTED INVOICING AND REIMBURSEMENT PROCESSES***

Vendor shall, at the District's request, either

1. Invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or,
2. Remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payer for the discounted portions of E-rate-approved transactions involving the District [Reimbursement or "BEAR" Process].

## ***DISCOUNTED INVOICE PROCESS***

### **Invoicing**

Within fourteen (14) days from the date that Vendor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.

### **Timely Filing**

Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that the 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.



## **Invoice Rejection**

Vendor understands and agrees that the 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 is at fault, 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.

## **The New Boston School District Approval**

Vendor shall submit to the District for its review and approval before submitting it to USAC for payment a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

## ***REIMBURSEMENT PROCESS***

### **Twenty Days**

Vendor understands that E-rate Program rules require it to remit a reimbursement payment to the District within twenty (20) days of receiving it from USAC.

### **Liquidated Damages**

Vendor further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the District for any reason. Moreover, Vendor understands and agrees that its failure to make a reimbursement payment to the District in a timely manner will adversely affect the District's operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. Vendor therefore agrees that if it fails to remit to the District a reimbursement payment within forty-five (45) days after receiving it from USAC, Vendor will pay to the New Boston School District as liquidated damages a total of \$500 per day for each day that lapse without payment after the 45th day.

### **Delayed E-rate Funding Commitment**

Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

## **Retroactive Invoicing**

When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

## ***E-RATE AUDIT AND DOCUMENT RETENTION REQUIREMENT***

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for five (5) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractors agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement 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:

1. Separating ineligible project management and other professional services costs, if any, from other charges
2. Where labor is involved, maintaining detailed, signed individual timesheets
3. Ensuring that ineligible charges are not submitted to USAC
4. Invoicing to USAC that is consistent with the contract and the District's 470 and 471
5. Ensuring that services or products are not provided to the District without the New Boston School District's express written permission or official purchase authorization
6. Ensuring that the New Boston School District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
7. Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
8. Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the New Boston School District and when
9. If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed.
10. If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
11. Documenting that E-rate funded services were provided within the allowable contract period and program year
12. Charging proper FRN(s)
13. Ensuring that invoices and USAC forms are submitted to the District in a timely manner
14. Ensuring that USAC forms are filled out completely, accurately and on time

15. Ensuring that Forms 472 are signed/dated by Vendor's representative in a timely manner
16. 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

### ***Contract Term Modification***

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").

## APPENDIX

### C. The New Boston School District to Goffstown High School WIDE AREA NETWORK locations

Location	Abbreviation	Address
New Boston Central School	NBCS	15 Central School Rd., New Boston, NH 03070
Goffstown High School	GHS	27 Wallace Rd, Goffstown, NH 03045

## APPENDIX

### APPENDIX D. NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the \_\_\_\_\_ of  
\_\_\_\_\_, the party  
making the foregoing proposal.

I declare that I am the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true, and, further, that the Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of New Hampshire that the foregoing is true and correct.

(Date)

(Signature)

## E. STATEMENT OF VENDOR'S QUALIFICATION

LEGAL BUSINESS NAME:	
DBA (DOING BUSINESS AS) NAME, IF APPLICABLE:	
BUSINESS OFFICE ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NUMBER:	
FAX NUMBER:	
URL:	
BUSINESS EFFECTIVE DATE:	

### ORGANIZED BUSINESS STATUS:

☐ CORPORATION

☐ PARTNERSHIP

☐ INDIVIDUAL/SOLE PROPRIETOR

☐ OTHER

How many years have you been engaged in the business under your present name?

---

What other names(s) if any has your business/company operated under and taxpayer number used?

---

Please list the names of your personnel authorized to sign legal and binding Bid Documents.

---

## APPENDIX

---

---

---

The above statements must be subscribed and sworn before a Notary Public.

### Authorized Representative

SIGNATURE:	
DATE:	
NAME:	
TITLE:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

---

(NOTARY PUBLIC)

## F. REFERENCES

CLIENT NAME:	
ADDRESS:	
SERVICES PROVIDED:	
DATE(S) OF SERVICES:	
CONTACT NAME & TITLE:	
PHONE NO:	
EMAIL ADDRESS:	

CLIENT NAME:	
ADDRESS:	
SERVICES PROVIDED:	
DATE(S) OF SERVICES:	
CONTACT NAME & TITLE:	
PHONE NO:	
EMAIL ADDRESS:	

CLIENT NAME:	
ADDRESS:	



## APPENDIX

SERVICES PROVIDED:	
DATE(S) OF SERVICES:	
CONTACT NAME & TITLE:	
PHONE NO:	
EMAIL ADDRESS:	

CLIENT NAME:	
ADDRESS:	
SERVICES PROVIDED:	
DATE(S) OF SERVICES:	
CONTACT NAME & TITLE:	
PHONE:	
EMAIL ADDRESS:	

## G. CERTIFICATE OF INSURANCE COVERAGE

VENDOR NAME:	
ADDRESS:	
NAME OF SURETY: (TYPE OR PRINT)	
NAME OF AGENT: (TYPE OR PRINT)	
AGENT'S PHONE NO:	

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL / GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL / GENERAL LIABILITY AGG	\$3,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	NEW HAMPSHIRE STATE MINIMUM COMPENSATION STATUTORY			

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

The successful Vendor will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

## APPENDIX

The New Boston School District is hereby named as Additional Insured. The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the New Boston School District. The insurance company is prohibited from pleading government function in the absence of any specified written authority from the New Boston School District. The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted, may result in rejection of your RFP.

---

(AUTHORIZED AGENT'S SIGNATURE)

---

(DATE)

## H. COST PROPOSAL FORM

(TO BE SUBMITTED WITH SERVICE PROPOSAL)

COMPANY NAME:	
ADDRESS:	
PHONE NUMBER:	

TO: The New Boston School District

The undersigned, doing business under the full and complete legal firm name as set forth below, propose to provide telecommunication voice and data communication services to the New Boston School District in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

### ***QUOTATION PAGE/BID FORM – PRICING***

Please use Pre-E-Rate and CTF-Discount Prices. Include all applicable taxes and surcharges. Please provide initial and monthly cost for each service at each location, with options for a 3 year and/or 5 year agreement.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_