Request for Proposal

School Administrative Unit #70

Dresden School District - RFP 01-2021

Hanover School District - RFP 01-2021

Norwich School District - RFP 02-2021

Network Cabling Project

Submission Requirements

Contractors interested in submitting proposals (3) should do so on or before Wednesday, May 12, 2021 by 2:00 pm. The words "School Administrative Unit #70 Network Cabling Project: Dresden School District – RFP 01-2021; Hanover School District – RFP 01-2021; and Norwich School District – RFP 02-2021" must be clearly lettered on the outside of the package. This is a sealed bid proposal submission. Your response must include all the materials requested in the RFP. Three (3) copies of each proposal should be mailed or hand delivered to:

Joshua Mulloy, Director of Technology School Administrative Unit 70 – Superintendent's Office 41 Lebanon Street, Suite 2 Hanover, NH 03755

Please contact the School Administrative Unit 70 office should you have any questions regarding this solicitation. The office phone is (603) 643-6050 or by email at joshuamulloy@sau70.org

The School District is not responsible for proposals not received due to equipment failure, mail delays, etc. E-mail is NOT an acceptable form of submission. If you want to ensure your proposal was received please verify by calling Joshua Mulloy at (603) 643-6050, ext. 2011 or you may email joshuamulloy@sau70.org

The School District may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals if in its sole judgment, the best interest of the School District will be served.

Scheduling

Following is the prescribed work schedule in consideration of school sessions:

Mandatory On-Site Visit	April 16th, 2021 9:00am – HHS, RMS, RES, MCS
	Please RSVP with your company name and number of people planning to attend by April 14 th to joshuamulloy@sau70.org
Proposal Due Date	May 12th, 2021
Contract Award	May 14th, 2021
Project Start	June 15th, 2021
Project Finished	August 13th, 2021

Project Background

School Administrative Unit #70 and its subsidiary Districts including Dresden, Hanover and Norwich are seeking a sealed bid proposal from qualified interested parties to provide detailed costs for upgrading the cabling in each school building to support modern technology solutions. The work will include running Category 6a cable, twelve strand single-mode fiber, and terminating. Project locations are as follows:

Building	Address
SAU #70 Office (SAU)	41 Lebanon Street, Suite 2 Hanover, NH 03755
Dresden SD - Hanover High School (HHS)	41 Lebanon Street, Hanover, NH 03755
Dresden SD - Frances C. Richmond Middle School (RMS)	63 Lyme Road, Hanover, NH 03755
Hanover SD - Bernice A. Ray School (RES)	26 Reservoir Road, Hanover, NH 03755
Norwich SD - Marion Cross School (MCS)	22 Church Street, Norwich, VT 05055

Scope of Work

The following information is provided with the best information available. Any omissions or deficiencies should be brought to the attention of the Director of Technology. Clarifications and/or amendments shall be posted to the website.

The Contractor shall provide all qualified labor, equipment, and tools necessary to complete all required tasks including demolition and new construction in conformance with these specifications. Work should be completed in the following order: HHS, RMS, RES, MCS

A total of 911 cable drops according to the counts below:

Dresden School District: HHS - 362; RMS - 227

Hanover School District: RES - 164 Norwich School District: MCS -158

Each cable drop will run back to a data closet with Cat6a Plenum cable. Each classroom will have three drops. Two will terminate in the ceiling and one will terminate by the door in an ADA approved height box with a recessed stainless-steel faceplate (except MCS). Each office will have one drop near the current location of each desk (except MCS). The rest of the drops will terminate in common areas and on the outside of the building. Any outdoor terminations should have lightning arrestors with Cat6a Plenum Shielded cabling. Please include patch panels, wall mount racks, firestop, metal architectural raceway molding where needed, and any other termination or cable management supplies and hardware. All connections must be labeled and certified. Once connections are certified securely mount wireless access points (HHS:115, RMS:70, RES:49, MCS:47).

A total of 14 <u>fiber links</u> between data closets: Dresden School District: HHS - 5; RMS - 4

Hanover School District: RES - 3 Norwich School District: MCS - 3 Each fiber link will be twelve strand single-mode fiber to LC fiber patch panels. All connections must be labeled and certified.

You will find floor plans of each of the above-mentioned schools in Appendix B: SAU70 Floor Plans.zip

Proposal Submission Requirements

All Parties bidding shall provide the information necessary for the Districts to determine the best value for selection. Completion of the Bid Proposal Form (Appendix A) is required. Minimum proposal submission requirements also include:

Firm information

Provide general information of Bidding Parties including

- a. Name of the firm as registered with the New Hampshire Secretary of State (NHSOS) or other state agency of incorporation.
- b. Name(s) of firm owner(s).
- c. Proof of good standing with the NHSOS or other state agency of incorporation.
- d. The number of years in business.
- e. Any outside consultants and/or subcontractors to be used to complete the project and their pertinent state registrations.

Project experience

Provide portfolios for a minimum of 3 completed projects that are similar in scope. In addition to the project description, the portfolios shall include:

- f. Client & Owner information;
- g. Original contract value;
- h. Final contract value including change order amounts; and,
- i. Time to complete (working days).

References

Provide a minimum of 3 client references including

- i. Client contact information and title;
- k. Brief description of the project(s) completed including date; and,
- 1. The total contract value for each project

Pricing Form

Completed with all pricing items signed by an officer of the firm. Bidders who submit proposals that do not include all required information may be considered "non-responsive" and may be eliminated from consideration.

Proposal Evaluation Criteria

Each proposal shall first be reviewed to determine whether:

• all evaluative criteria have been met

- the firm has adequate staff and resources to perform the specified tasks required to meet the tentative project schedule
- a senior member of the firm is designated as the contact/project manager who will be responsible for providing project schedule and progress information on a weekly basis to a representative of the SAU-70 Administrative Team
- the firm has depth of knowledge and experience in the process of installing cable and fiber in commercial buildings or public-school settings
- quality of products being quoted and overall project costs

Proposals shall be evaluated based on responsiveness to the criteria, terms and conditions contained in the RFP. The bidders shall provide a detailed cost proposal of the project. The proposal will not be solely based on the lowest total price.

SAU 70 and the Districts reserve the right to accept or reject all or any portion of any or all proposals submitted, to waive informalities, irregularities or technicalities on any proposal, to examine all aspects of the proposal, tangible and intangible, and to make the award which appears to be in the best interest of the Districts.

The schedule of events shall occur as such:

- On site visits shall occur Monday, April 12, 2021 thru Friday, April 16, 2021
- RFP response due Wednesday, May 12, 2021 by 2:00 pm
- Contract Award with Notice to Proceed Issued May 14, 2021
- Schedule Start Date Tuesday, June 15, 2021 with completion by Friday, August 20, 2021

Incurred Costs

The SAU70 and School Districts will not be liable for any costs incurred by the proposers in preparing or submitting proposals for the replacement of the cable and fiber infrastructure or any other requirements.

Proposal Inquiries

All inquiries concerning this request shall be made in writing to: Joshua Mulloy, Director of Technology, SAU#70, 41 Lebanon Street, Suite 2, Hanover, NH 03755; email <u>joshuamulloy@sau70.org</u> – telephone at (603) 643-6050, ext. 2011.

Project information, including addendums, shall be posted to the following SAU70 website:

https://www.sau70.org/departments/facilities

Contract Award and Information

Contract Award

Written awards shall be furnished to the successful bidder within the period for acceptance specified in the proposal and shall result in binding contacts without further action by either party. Signing of the agreements will follow once any required assurances, bonds and/or insurances are in hand with the School Districts.

Failure to comply with any of the requirements of the provisions relative to signing the contracts or failure to furnish the required documents prior to the contracts signing shall be just cause for the annulment of the award of the contracts. If the contracts award or the contracts are annulled, the School Districts may award the contracts to the next lowest responsible bidder that has submitted proposals that comply with all the provisions required to make it formal or advertise a new request for bids. Failure by the contractor to sign the contracts

within the time provided by this subsection shall not be a reason for an extension of the contracts' completion date.

Insurance and Indemnification

The Contractor shall be solely responsible for all loss, expense (including attorney's fees), and damage and shall indemnify the School Districts against and save the School Districts harmless from all claims, demands and judgments made or recovered against the School Districts because of personal injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the project, whether or not caused by negligence of the Contractor, any subcontractor or his or their employees, servants or agents; provided that said indemnification and save harmless obligation shall not apply to circumstances resulting solely from negligence of the School Districts, its employees or servants, as finally so determined by a court of competent jurisdiction. Compliance by the Contractor with the following insurance provisions shall not relieve the Contractor from liability under this provision.

Prior to commencement of the Work, Contractor shall furnish District with an acceptable insurance certificate from Contractor's insurer naming the School Districts (Dresden, Hanover and Norwich) as additional insureds evidencing that Contractor has the following coverage and liability limits:

- Workmen's Compensation: Statutory requirements apply.
- *Employer's Liability Insurance:* \$100,000 each accident, \$500,000 disease policy limit, \$100,000 each employee.
- Commercial General Liability: \$1,000,000 each occurrence bodily injury and property damage, \$2,000,000 general aggregate include per project endorsement, \$2,000,000 projects/completed operations aggregate.
- Owner's Protective Liability: \$2,000,000 aggregate.
- *Comprehensive Automotive Liability:* \$1,000,000 combined single limit for bodily injury and property damage.
- Commercial Umbrella Liability: \$1,000,000 each occurrence, \$1,000,000 aggregate.

Contract Security

The Contractor shall furnish Performance Bonds in an amount at least equal to one hundred percent (100%) of the Contracts pricing agreed upon as security for the faithful performance of the Contracts and also Payment Bonds in an amount not less than one hundred percent (100%) of the Contracts pricing or in a sum not less than that prescribed by State, or local law, as security for the payment of all persons performing labor on the projects under the Contracts and furnishing materials in connection with the Contracts.

Invoicing & Payments Terms

The contractor may invoice for all work completed to date including materials stored on-site and accepted by the School Districts. The School Administrative Unit #70's Agent shall review all invoices and approve the payment requests based on actual work completed and accepted to date. The School Districts may retain up to 10% of the amount invoiced if there are any outstanding submittals associated with the invoiced work item(s). Standard payment is 30-days from the date of an approved invoice.

Extra Work and Change Orders

The School Districts may require the performance of extra work or changes in the work as may be found necessary or desirable. Change in the work and written orders for extra work (Change Orders) must be approved in writing by the School District's Director of Technology prior to the Contractor executing the work. The

amount of compensation to be paid to the Contractor for any extra work so ordered shall be made in accordance with one of the following plans: (1) a price agreed upon between the parties and stipulated in the order for the extra work; or (2) a price based on the unit/hourly prices quoted in the proposal.

Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the School Districts on account of any damage alleged to have been sustained, the School Districts shall notify the Contractor, who shall indemnify and save harmless the School Districts against any such claim.

Contractor's Warranty of Title to Materials

No material, supplies, or equipment to be installed or furnished under these contracts shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the School Districts free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by these Contracts shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph; however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the School Districts. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

General Guaranty

Neither the final certificates of payments nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the School Districts, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The School Districts will give notice of observed defects with reasonable promptness.

The contractor shall provide warranties for equipment (manufacturer) and installation (labor) as required in the schedule below. The contractor shall register all equipment upon installation and provide written proof of active warranty from the manufacturer. The Contractor shall warrant the workmanship of their work for a period of 1 year from the date of Owner acceptance. The contractor shall provide a written warranty to the School Districts upon completion of work. The workmanship warranty shall cover all costs associated with the labor necessary to 1) replace defective equipment under manufacturer's warranty (unless provided by the School Administrative Unit #70); and, 2) to complete repairs to equipment and systems for defects resulting from inferior workmanship.

Item	Mfr. Warranty	Workmanship Warranty
All work	By Contractor	1 year
Equipment	5 years.	1 year

Termination of Contract(s)

The contracts may be terminated by the School Districts in whole or in part with thirty days (30) notice, if it is deemed in the best interest of the Districts. If the Contracts are terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contracts price as the amount of work satisfactorily performed. All work in progress will become the property of the School Districts and will be turned over promptly by the Contractor.

The School Districts may, by written notice of default to Contractor, terminate the whole or any part of the Contracts, if Contractor breaches any provision of the Contracts, or so fails to make progress as to endanger performance of the Contracts, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the School Districts may secure the required services from another contractor. If the cost to the Districts exceeds the cost of obtaining the Services under the initial Contracts, the Contractor shall pay the additional cost. The rights and remedies of the School Districts provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Additional Information

- Applicants are responsible for having ascertained pertinent local conditions, such as equipment, conditions, locations, accessibility, and knowledge of conditions affecting the work. The act of submitting a proposal is to be considered as full acknowledgment that the applicant inspected the sites and is familiar with the conditions and requirements of these specifications.
- The School Districts reserve the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a proposal. The responses are to be provided in writing.
- Required Material Safety Data Sheets (MSDS) for material brought on site by the successful Contractor must be available on site at all times.
- The School Districts reserve the right to request criminal background checks on any employee of the Contractor and reserves the right to decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at the project site.
- All workers shall abide by the following rules of conduct when working on School Administrative Unit #70 property. In general, School Administrative Unit #70 expects courteous and considerate behavior from all workers especially when students are present. Shirts are required to be worn at all times on the work sites, smoking is not allowed on school grounds. No radios or headsets are allowed. All parking for vehicles and equipment must be cleared through the Facilities Department. Use of cell phones and radios are prohibited while vehicles are in motion. Posted speed limits are to be obeyed. Infractions of rules can result in the offender being asked to leave school grounds.
- All work shall be completed during normal working hours (Monday to Friday, 8 am to 4 pm) unless approved otherwise by the Agent for the School Districts. The Contractor shall request approval from the Agent for the School Districts to work outside of the prescribed work hours (including weekends and holidays) at least 24-hours in advance. To the extent practical, the Contractor shall schedule work such that it least interferes with the building operations and occupants.
- All work areas shall be kept clean and organized. Tools, equipment, and materials shall be kept clear of all points of egress and access (doors, windows, sidewalks, driveways). Floors, stairs, and paved areas shall be broom swept at the end of each workday. All driveways used for emergency vehicle access shall be kept clear of vehicles and equipment.

- The contractor shall take care to prevent damage to the existing building systems, equipment, and finishes. Any damage to such shall be repaired by the contractor to the approval of the School District's agent. Worksite shall be kept clean and free of all debris, waste materials, and trash. Materials shall only be stored in locations approved by the Agent for the School Districts.
- The successful firm awarded the contracts for the cable and fiber infrastructure projects will assume all responsibility for delivery, installation and commissioning of the equipment.
- The Contractor warrants that the improvements to the School Districts cable and fiber infrastructure will be free of defects in material and workmanship and will be constructed and installed according to the best techniques available in the industry. The Contractor warrants that the improvements constructed will perform the use that it is intended for upon commissioning. The Contractor will furnish all manufacturer warranties to the School Districts.

Compliance by Contractor with Laws and Regulations

In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor. For federal requirements, please refer to the Exhibit C entitled: Compliance with Federal Acts. Any fines assessed to the School Districts due to the lack of laws and/or regulations being followed will be the responsibility of the successful Contractor.

By submitting a proposal, a prospective bidder/contractor certifies that no claim or defense or ignorance or misunderstanding concerning Federal, State, or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the School Districts in claims, litigation, alternate dispute resolution procedures, or other matters concerning the contract for which the proposal is submitted.

A prospective bidder/contractor may not have been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal or State agency within the last three (3) years; or have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; or have been indicted, convicted, or had civil judgment rendered against it by a court of law having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Public Disclosure

Each proposal shall become public information <u>upon the effective date of all resulting contracts</u> or purchase orders on the Districts website; however, to the extent consistent with applicable state and federal law and regulations, as determined by the State, including, but not limited to the Right to Know Law, the SAU70 and subsidiary School Districts shall endeavor to maintain the confidentiality of portions of the proposal that are clearly and properly marked confidential.

Addendums

In the event that it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the School Districts will post addenda to its website at www.sau70.org under the Departments – Facilities section.

Before your submission, always check for any addenda or other materials that may have been issued such as general questions from any and all proposers

Appendix A.1 – Dresden SD Total Cost Form

Description (quantity)	Amount	
Cost for Cat6a Cable Drops		
HHS: 362		
RMS: 227		
Cost for SMF Runs		
HHS: 5		
RMS: 4		
Other Fees		
Hourly/Unit Rate for Network Switch Installation		
Hourly/Unit Rate for Mounting Access Points		
Hourly/Unit Rate for Installing Racks		
Parts and Equipment Total (please included itemized price sheet)		
Total Cost for Project		

Describe any other fees and hourly rates for services:

Appendix A.2 – Hanover SD Total Cost Form

Description (quantity)	Amount	
Cost for Cat6a Cable Drops		
RES: 164		
Cost for SMF Runs		
RES: 3		
Other Fees		
Hourly/Unit Rate for Network Switch Installation		
Hourly/Unit Rate for Mounting Access Points		
Hourly/Unit Rate for Installing Racks		
Parts and Equipment Total (please included itemized price sheet)		
Total Cost for Project		

Describe any other fees and hourly rates for services:

Appendix A.3 – Norwich SD Total Cost Form

Description (quantity)	Amount	
Cost for Cat6a Cable Drops		
MCS: 158		
Cost for SMF Runs		
MCS: 3		
Other Fees		
Hourly/Unit Rate for Network Switch Installation		
Hourly/Unit Rate for Mounting Access Points		
Hourly/Unit Rate for Installing Racks		
Parts and Equipment Total (please included itemized price sheet)		
Total Cost for Project		

Describe any other fees and hourly rates for services:

Appendix B – Floor Plans

SAU 70 Floor Plans.zip