

**Wakefield School District
76 Taylor Way
Sanbornville, NH 03872
[603] 871-8502**

**Request for Proposals
Upgrade VoIP Telephone System**

Sealed Proposal Due Date: April 30, 2024, 3:00 pm

**Send to:
Wakefield School District – SAU 101
Attn: Frank Markiewicz, Business Administrator,
76 Taylor Way, Sanbornville, NH 03872**

Sealed proposals marked “Upgrade VoIP Telephone System” must be submitted no later than Tuesday, April 30, 2024, at 3:00 pm to Frank Markiewicz, Business Administrator, SAU 101, 76 Taylor Way, Sanbornville, NH 03872.

The Wakefield School District reserves the right to accept or reject any and all bids or proposals received or any parts thereof for any reason whatsoever, to waive any informalities in any bid or proposal or in any provision in the request for bids or proposals, to negotiate with any or all proposers, to require a modification of the RFP at any time, and to select the proposer whom, the District, in its sole discretion determines is in the best interests of the District even though the proposer may not submit the lowest bid or proposal. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.

All bids are governmental records subject to public disclosure under the Right-to-Know Law. The District will not accept bids marked confidential in whole or in part.

Proposals will be publically opened at the School Administration Office located at 96 Taylor Way, Sanbornville, NH, on May 2, 2024, at 1 :00 p.m. The contents of all proposals will be open to inspection by interested parties at the time of opening or by appointment

thereafter. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.

GENERAL

1. Project Description: The District seeks a solution for replacing a failing and outdated phone system, one that takes advantage of the benefits that an updated VoIP will provide. Each respondent should include the benefits their system will provide to the District including increased efficiencies that staff and the community will realize.
2. The Contractor shall provide a complete end-to-end solution for the upgrade. The Contractor shall provide all design, planning, system architecture, installation, network analysis, training, and post installation support for the project.
3. The Contractor shall provide a comprehensive training plan for all employees. It is anticipated that District staff will require technical training at various levels and that staff will require training on the new system.
4. The Contractor a detailed description of post-installation support and maintenance on the system.
5. The Contractor shall provide all items as required to meet all applicable town, local, state codes, laws, ordinances and permits, and District requirements for the scope of work described. Contractor shall obtain all required permits and provide copies of the permits to the District.
6. Type of Contract: The project will be constructed with a guaranteed maximum price contract in a form acceptable to the District incorporating the requirements of this RFP. If a contract cannot be reached to the District's satisfaction, the District reserves the right to terminate negotiations with no obligation to the apparently selected Contractor and to enter into a contract with any other Contractor of its choosing.
7. Direct questions to Brad Davis, Facilities Director - email: brad.davis@sau101.org Questions shall be submitted in writing by 3:00 PM on April 5, 2024. Verbal answers are not binding on any party.
8. **A mandatory pre-proposal meeting will be held on Wednesday, April 10, 2024, at 10:00 am, at the SAU #101 office, 76 Taylor Way, Sanbornville, NH 03872**
9. **Cost limitations: The maximum cost of the proposed system cannot exceed \$28,322.**
7. **Contract Time:** Since this project is dependent upon SAFE Grant funding, the funds must be obligated in a formal agreement based on this RFP no later than June 30, 2024. **The work shall be fully completed by August 23, 2024 unless an alternate schedule is agreed to in writing.**
8. The work shall be coordinated with the District's use of the facility and shall be scheduled such that the school schedule and activities are not affected by the work of this project. Work shall be performed nights, weekends, and school vacations as required to meet this requirement.

9. The Contractor, if an additional site visit is necessary after attending the mandatory meeting, shall visit the site, study and get fully acquainted with existing conditions at the project site and the requirements of this document prior to submitting a bid. The Contractor shall execute all alterations, additions, removals, relocations etc., as required to provide a complete installation. Contact Brad Davis, Facilities Director by email at brad.davis@sau101.org to schedule site visits.
10. All work shall be performed in accordance with applicable local, state and federal codes.
11. The Contractor shall install equipment and materials in accordance with manufacturer's specifications.
12. The Contractor shall provide a complete one-year warranty of all work from the date of final completion. The one-year warranty shall be renewed and extended for an additional year from the date of correction of any defective or nonconforming work.

CONTRACT REQUIREMENTS

1. The guaranteed maximum price shall not be exceeded under any circumstances unless the District gives prior written approval to the work and the additional cost of the work prior to the work being undertaken that would form the basis of Contractor's claim to an additional amount over the guaranteed maximum price.
2. The District shall retain ten percent (10%) of any progress payment until the final completion and acceptance of the work by the District. All applications for progress payments shall be in a form acceptable to the District and include signed waiver of liens from all subcontractors and material suppliers.
3. Changes in the work or the time to complete the work shall be accomplished only by change order. Accordingly, no course of conduct or dealings between the parties, nor any expressed or implied acceptance of alterations or additions to the work and no claim that the District has been unjustly enriched by any alterations or additions to the work whether or not there is, in fact, any unjust enrichment to the work shall be the basis of the claim to an increase in the amounts due.
4. To the maximum extent permitted by law, the Contractor shall, at its own expense, defend, indemnify and hold harmless the Wakefield School District, School Board, SAU #101, and their respective officials, agents, employees, and volunteers from any and all claims, including but not limited to, any and claims for personal injury, debt and property damage which may, in any way, arise from or out of the operations of the Contractor pursuant to the terms of the contract, whether such operations be performed by the Contractor itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a portion of the operations necessary

to abide by the terms of the contract. The indemnification provision shall survive termination or expiration of the contract.

5. Certificates of insurance and policy endorsements shall be filed with the SAU #101 Office prior to the effective date of the contract and shall be subject to approval by SAU #101 and its insurance carrier for adequacy of protection. The Contractor shall file updated insurance certificates as coverage becomes effective. Insurance shall not be cancelable without thirty (30) days prior written notice to the District. The District is to be named as an additional insured. The Contractor agrees to maintain insurance in the following minimum amounts:

Workman's Comp Insurance - As required by law

Liability Insurance-

General Liability (Contractor's) \$1,000,000 Occurrence/ 3,000,000 General Aggregate

The General Liability insurance must contain contractual liability coverage for the contractual indemnification obligation required by this RFP.

Umbrella Liability (Contractor's) \$2,000,000 Occurrence/ 2,000,000 General Aggregate

Certification of insurance acceptable to the District shall be prior to the commencement of work and not later than fifteen (15) calendar days from notice of contract award. Insurance shall remain enforce during the full term of the contract.

During the term of the contract, the Contractor agrees to maintain Workmen's Compensation insurance on all employees engaged in the performance of the contract.

6. The Contractor shall provide builders risk insurance.
7. The terms, conditions, representations, and warranties contained in the contract shall survive the termination or expiration of the contract.
8. Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.
9. The District reserves the right, at any time during the term of the contract, and after consultation with the Contractor, to cancel said contract when the terms of the contract have been violated. The District shall have the right to declare the Contractor in default if (a) the Contractor becomes insolvent; (b) the Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Contractor; or (d) the Contractor is unable to provide evidence of required insurance coverage as set forth below. If the Contractor is declared in default for any reason, the District shall have the right to terminate the contract. In the event of a

ontractual termination, the District reserves the right to employ another Contractor to complete the term of the contract. The original Contractor shall be responsible for any extra or additional expense or damages suffered by the District. In that event, the Contractor will be required to indemnify the District for any loss that may be sustained.

10. The District also reserves the right to terminate the contract for its convenience by providing Contractor thirty (30) days written notice. If the District terminates the contract for cause and that cause is determined to be insufficient, the termination shall be deemed one for the District's convenience.
11. Any termination of the contract by the District shall be without cost or penalty to the District. The District shall be liable to pay the Contractor only such amounts as are due as of the date of termination as its sole remedy. The District shall not be responsible for lost profits, compensatory or other consequential damages.
12. The contract and all matter or issue collateral to it, shall be governed by, and construed in accordance with the law of the State of New Hampshire. If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

SUBMITTAL REQUIREMENTS

1. **Completed Submittal Form**
2. **RFP document, including initials on each page of document.**
3. **Proposal materials showing equipment and systems specifications.**

UPGRADE CURRENT VoIP TELEPHONE SYSTEMN

SUBMITTAL FORM

Due Date: Wednesday, April 30, 2024 - 3:00 pm

(This form becomes Schedule A upon signature of a contact)

Having carefully examined the Contract Documents and Specifications, the undersigned proposes to furnish labor, materials, and equipment called for by them for the base work in accordance with said documents for the following LUMP SUM prices:

Item #	Unit	Brief Description	Cost
1	Lump Sum	Design and install a fully functioning VoIP Telephone \ System for the Paul school building.	
2	Lump Sum	Design and install a fully functioning VoIP Telephone System for the SAU Office building.	
3	Lump Sum	Other network equipment needed.	
	Total	Project Total Cost (Max \$28,322)	
4		<p>Optional: Additional recommended option or enhancement beyond core project scope. Please include additional information if needed.</p> <p>Description:</p>	
5		<p>Optional: Additional recommended option or enhancement beyond core project scope. Please include additional information if needed.</p> <p>Description:</p>	

Name of Vendor:

Address:

Contact Person:

Telephone:

Enclosed are:

- Proposed system specifications and any other supplemental documentation.
- Number of years in Business
- Business References (at least 3)
- Details of Litigation, Mediations, Arbitrations within past 5 years
List of Exclusions, if any.
- Full RFP Document with Bidder's Initials on each page
Selection of at least two (2) dates/times (see below) to present and demo
your proposed system.

I have reviewed this RFP document provided to me as part of the RFQ process. I acknowledge that I have had an opportunity to view the current equipment, systems and have had an opportunity to participate in a site visit.

In submitting this Bid, the undersigned agrees:

1. To hold the bid open for thirty (30) days, Saturdays, Sundays and legal holidays excluded, from the date hereof.
2. To enter into and execute a Contract, if awarded, on the basis of this bid, on or before May 24, 2024.
3. To accomplish the work in accordance with the Contract Documents.
4. To furnish proof of insurance as specified in the RFP document.
5. The undersigned agrees to complete all work required by the contract by **August 16, 2024**.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.

AUTHORIZED NAME:

AUTHORIZED SIGNATURE:

DATE: