

# Windham School District

School Administrative Unit #95

Winfried Feneberg  
Superintendent

Adam Steel  
Director of Business, Finance, and Operations

Kori Alice Becht  
Director of Curriculum, Instruction, and Assessment

Rosalyn Moriarty  
Director of Student Services

Carol St. Pierre  
Director of Human Resources

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• 19 Haverhill Road, Windham, NH 03087 • Phone: (603) 425-1976 • Fax: (603) 425-1719 • www.windhamsd.org •

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To: Winfried Feneberg, Superintendent  
From: Adam Steel, Business Administrator  
RE: Network Phase I Bid Award

Tuesday, June 24, 2014

Dear Mr. Feneberg,

## **Executive Summary**

Bids were received on 6/24/2014 for phase I of the networking equipment replacement plan. Three bids were received from qualified vendors with the lowest being from CXtec of Syracuse, NY for \$48,695.

## **Background**

The District has developed a three phase network hardware upgrade plan that will be implemented over the next three years. The first phase addresses network hardware at the two core facilities at the SAU and WHS with subsequent phases addressing the other schools.

## **Bid Results**

<b><u>Company</u></b>	<b><u>Network Phase I</u></b>
CXtec	\$48,695
Spaulding Hill Networks	\$68,646.80
ePlus	\$103,054

## **Requested Board Actions**

1. Motion: To award phase I of the network upgrade plan bid to CXtec for \$48,695.

Attachment(s)

1. Bid document

## Network Equipment Bid

June 11, 2014

### I. INTRODUCTION

#### 1. Summary of Request

The Windham School District (District) located in Windham, New Hampshire is seeking bids from qualified firms interested in providing specific networking equipment to the District.

The purchase of equipment is targeted for July 1, 2014.

#### 2. Intent

The District's intent and the requirements of this bid is to provide the District and the Town with the appropriate level of service, at the best price.

#### 3. Submission of Responses

- a. Bids must be submitted via mail or in person to:  
Adam Steel, Business Administrator  
Windham School District  
19 Haverhill Rd.  
Windham, NH 03087  
ATTN: Network Equipment Bid
- b. Bids must be received no later than 10:00 AM, Tuesday, June 24, 2014. It is the responsibility of the bidder to ensure the bids are received by the District before the deadline.
- c. Faxed or emailed submissions will not be accepted. Any bids received after the specified date and time will not be considered, nor will late bids be opened.
- d. Any questions concerning this bid shall be made in writing.
- e. Bids must be submitted using the attached form.

## 5. Scope of Products Required

The District is upgrading networking equipment throughout the District with refurbished Cisco equipment. All equipment must be provided in good, working order, must come with a one year warranty, must be verified as original Cisco equipment, must have the most recent commercially available version of firmware and IOS installed, and must be able to be added to the District's SMARTnet account.

### Equipment List

Vendor is to provide a total price including shipping for each item listed below in the quantities listed:

<b><u>Building</u></b>	<b><u>Item</u></b>	<b><u>Cisco Part #</u></b>	<b><u>Quantity</u></b>
WHS	Chassis	WS-C6513-E	1
WHS	Fan	WS-C513-E-FAN	1
WHS	Power Supply	WS-CAC-8700W-E	2
WHS	Supervisor	VS-S720-10G-3C	1
WHS	10GB GBIC Module 8 Port	WS-X6708-10G-3C	1
WHS	10/100/1000 48 Port	WS-X6748-GE-TX	1
WHS	10/100/1000 48 Port PoE	WS-X6148A-GE-45AF	5
WHS	SM Transceiver	X2-10GB-LR-CX	1
SAU	Chassis	WS-C6509-E	1
SAU	Fan	WS-C6509-E-FAN	1
SAU	Power Supply	WS-CAC-6000W	2
SAU	Supervisor	VS-S720-10G-3C	2
SAU	10GB GBIC Module 8 Port	WS-X6708-10G-3C	1
SAU	10GB Copper Module 16 Port	WS-X6716-10T-3C	1
SAU	10/100/1000 48 Port	WS-X6748-GE-TX	1
SAU	10/100/1000 48 Port PoE	WS-X6148A-GE-45AF	3
SAU	SM Transceiver	X2-10GB-LR-CX	5

## CONDITIONS OF PROPOSAL

### 1. Indemnification and Insurance

The successful contractor shall agree to indemnify and hold harmless the District from and against any and all claims whatsoever arising out of or occurring during the performance of this service or occurring and occasioned directly or indirectly by its error or omission, negligence or fault.

### 2. No Conflict

The Contractor, in submitting a bid shall agree and so state in its proposal that no person acting for or employed by the District has a direct or indirect financial interest in the proposal or in any portion of the profits that may be derived there from.

### 3. Compliance With Law

- a. The Contractor shall be required to comply with all applicable provisions of federal, state and local law both in its response hereto and in provision of any services by the selected Contractor.

### 4. Proposal Held Open

- a. No Contractor shall be permitted to withdraw its proposal for a period of thirty (30) days following the submission deadline.

### 5. District Reservation of Rights

- a. The District reserves the right to accept any proposal, in whole or in part, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the District as its sole discretion and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of the District to do so.
- b. Negotiation, if undertaken by the District, is intended to result in a contract, which is deemed by the District, in its sole discretion, to be in the District's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Contractor.
- c. The District reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including but not limited to, terms and conditions required by funding sources, and additional work which may be identified subsequent to the starting date of the contract.

- d. The District reserves the right to waive or disregard any informality, irregularity or deficiency in any bid received.
- e. Any and all expenses incurred by the selected firm shall be the firm's responsibility. The proposed fee shall be all-inclusive. The District will not honor requests for payment of so-called reimbursable expenses.

# General Bidder Certifications and Disclosures

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Date of Bid: \_\_\_\_\_

**I. Criminal and Civil History.** By submission of this bid, the Bidder hereby certifies under oath that the Bidder, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer is “no”, the Bidder shall disclose under oath the following:

A. The court, date, docket number and description of any and all misdemeanor convictions involving moral turpitude, conviction of a bidding crime and other felony convictions of the Bidder, or the Bidder’s directors, partners, principal officers or key employees. The term “key employee” for each statement shall include, but is not limited to, any employee who has an ownership interest in the Bidder and any employee who shall have contact with the schools, including all delivery personnel. A “bidding crime” is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury, or material misrepresentation. The Bidder shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date and docket number in which a final verdict was rendered against the bidding Bidder or the Bidder’s directors, partners, principal officers or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of contract or any other matter involving allegations of failure to perform on a contract.

C. The court, date, docket number and description of any felony convictions whatsoever of the Bidder, as well as the contractor’s/vendor’s directors, partners, principal officers or key employees. The term “key employee” includes, but is not limited to, any employee who has an ownership interest in the Bidder and any employee that shall have contact with the schools, including all transportation personnel. The Bidder shall not be required to disclose any conviction which has been annulled by a court.

**II. Creditor Relationships and Business History.** Bidder hereby certifies that it:

A. Has been in business for \_\_\_\_\_ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Bidder filed for bankruptcy protection on \_\_\_\_\_.

**III. Equal Opportunity Employer.** Bidder hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes \_\_\_\_\_ No \_\_\_\_\_

**IV. Safety and Licensure.** Bidder certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide services to the District and meets all applicable safety standards.

Yes \_\_\_\_\_ No \_\_\_\_\_

**V. Insurances.** Bidder holds all the insurances which shall be required by the District.

Yes \_\_\_\_\_ No \_\_\_\_\_

**VI. Criminal Records and Training.** Bidder complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements.

Yes \_\_\_\_\_ No \_\_\_\_\_

**VII Contract Performance.** Bidder certifies that it has never had a contract terminated for nonperformance.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address and contact information of the terminating party.

*The District reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District reserves the right, at its sole discretion, to reject any Bidder on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of the District.*

Bidder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Bid Submission Form

**Name of Bidder:**

Street Address:

Town:

State:

Zip:

Business Phone Number:

Business Contact Name:

<b><u>Building</u></b>	<b><u>Item</u></b>	<b><u>Cisco Part #</u></b>	<b><u>Quantity</u></b>
WHS	Chassis	WS-C6513-E	1
WHS	Fan	WS-C513-E-FAN	1
WHS	Power Supply	WS-CAC-8700W-E	2
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WHS	10/100/1000 48 Port PoE	WS-X6148A-GE-45AF	5
WHS	SM Transceiver	X2-10GB-LR-CX	1

SAU	Chassis	WS-C6509-E	1
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SAU	10/100/1000 48 Port PoE	WS-X6148A-GE-45AF	3
SAU	SM Transceiver	X2-10GB-LR-CX	5

Submit forms in person or via mail to:

Adam Steel, Business Administrator  
Windham School District  
19 Haverhill Road  
Windham, NH 03087  
ATTN: Network Equipment Bid

Submit bids no later than 10:00 AM on Tuesday, June 24, 2014.