Washington-Saratoga-Warren-Hamilton-Essex BOCES
E-Rate Form 470 #270002920
WSWHE BOCES - Johnsburg
Request for Proposal

Proposal Due Date:
December 15, 2026 at 1:00 P.M. (EST)

Submit Proposals to:

WSWHE BOCES
Attention: Michael McCormack
E-Rate Proposal-270002920
Confidential -Do not open
267 Ballard Rd, Suite 5
Wilton, NY 12831

Request for Proposal

I. Introduction

Washington-Saratoga-Warren-Hamilton-Essex (WSWHE) BOCES is seeking proposals, on behalf of the District, from qualified suppliers for the purchase of broadband connectivity at the Johnsburg Central School District (the District) location. This bid is published in conjunction with the Universal Services Administrative Corporation E-Rate guidelines.

It is the purpose of this Request for Proposal (RFP) to select a Respondent to provide the product(s) and/or service(s) that will best satisfy the current and future requirements of the district's network infrastructure. This RFP does not commit the BOCES or the District to pay any costs incurred in the preparation of proposals. Further, BOCES reserves the right to accept or reject any or all Proposals or any part of a Proposal, if it is in its best interest to do so. Any factual information contained in this RFP is for informational purposes only, and is subject to independent verification by the Respondent.

II. Description of WSWHE BOCES

The Board of Cooperative Educational Services (BOCES) was created by New York legislation in 1948. Today there are thirty-seven such organizations in the state. Each has its own governing board, elected by the members of the Boards of Education of the component districts. The primary purpose of BOCES is to provide services to two or more member districts more effectively and economically than one district could provide alone. BOCES is an education agency of the state, and must, therefore, adhere to all laws and regulations of the State of New York which govern public schools in the state as well as regulations controlling the BOCES.

III. Timeline

The anticipated schedule of key events with regard to this proposal process is as follows:

RFP Issued	November 9, 2026
Request(s) for Content/Pre-Proposal Clarification(s) No later than	November 23, 2026 at 1:00 P.M. (EST)
RFP Due Date and Opening	December 15, 2026 at 1:00 P.M. (EST)
Service to Start	July 1, 2027

Note: BOCES reserves the right to revise these dates.

IV: Request for Proposals (RFP)

A. Request(s) for Content Clarification(s)

If discrepancies or omissions are found by a Respondent, or if there is doubt as to the true meaning of any part of this RFP, a written request for clarification or interpretation shall be submitted via email to Michael McCormack, Supervisor for Technology Procurement and Management. All questions will be researched. Answers of a substantive nature will be addressed in writing and attached to the Form 470.

Contact Information:

Michael McCormack, Supervisor for Technology Procurement and Management
WSWHE BOCES
267 Ballard Rd - Suite 5
Wilton, NY 12831
518-581-3733
Email: mmccormack@wswheboces.org

B. Addenda

Any interpretations, corrections, or changes to this RFP as well as requirements or extensions to the submittal date will be made in writing by addenda. If it becomes necessary to revise any part of the RFP, an addendum will be attached to the Form 470 and available provided to all prospective respondents. It is the responsibility of the applicants to ensure that they have responded to all addendums before submission of the RFP.

C. Proposal Delivery and Due Date

The Respondent is requested to submit bid proposal certification, references (as needed) data security, and E-Rate terms forms, along with their Proposal. Please note that mailing a physical copy requires one original set of these documents and the Respondent's Proposal. The Proposal must be signed by a person authorized to legally bind the entity submitting the Proposal and enclosed in a sealed envelope or package clearly marked on the exterior with "E-Rate RFP and Proposal number", and be received via mail or hand delivered to Michael McCormack, no later than the time and date indicated in Section III, at the address shown below. Any Proposal received after the stated time will be returned unopened. Respondents assume all risks for timely, properly submitted deliveries. Respondents are strongly encouraged to arrange for delivery of bids to WSWHE BOCES prior to the date of the bid opening.

Mailed or delivered to:
Board of Cooperative Educational Services
Washington-Saratoga-Warren-Hamilton-Essex Counties
ATTENTION: Michael McCormack
E-Rate RFP 270002920
CONFIDENTIAL-DO NOT OPEN
267 Ballard Rd, Suite 5 Wilton, N.Y. 12831

D. Damaged/Illegible Proposals

BOCES is not responsible for any Proposal or portion of a Proposal submittal that has been damaged or destroyed while in transit. Respondents should take the necessary precautions to ensure that their submission is received intact. Illegible Proposals or documents will be rejected.

E. Late Proposals

All Proposals will be date and time stamped with the official time upon receipt. Proposals received after the submittal deadline shall be rejected. BOCES is not responsible for lateness of mail, carrier, etc. and the date/time stamp shall be utilized, in all cases, to determine the official time of receipt.

F. Altering Proposals

Proposals cannot be altered or amended after the submittal deadline. Any interlineation, alteration, or erasure made, before opening time, must be initialed by the authorized signer of the Proposal, guaranteeing authenticity.

G. Withdrawal of Proposal

A Proposal may not be withdrawn or canceled by the submitter, without justifiable cause, following the designated due date of Proposal, which the Respondent so agrees upon at the time of submittal of their Proposal.

H. Exclusion

No oral, telegraphic, emailed, telephonic or faxed Proposal will be considered.

I. By submitting a bid on the requested service herein, the vendor certifies that its proposed prices are consistent with the FCC's Lowest Corresponding Price ("LCP") requirements and that its equipment and service are compliant with the FCC's recent order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other "covered company" deemed a national security threat.

J. By submitting a bid on the requested product(s)/service(s) herein, the vendor certifies that the product(s)/service(s) offered under a resulting Proposal shall be new, unused and currently available. Remanufactured or refurbished product(s) are not acceptable, in lieu of a new product(s).

V: Proposal Evaluation and Award Process

Each proposal will be evaluated, and a determination will be made if it meets the minimum requirements. Failure to meet the response requirements may be a cause for eliminating the proposal from further consideration. BOCES may assemble a committee to evaluate each Proposal submitted.

A. Evaluation Criteria

The following criteria (which are not of equal value or decision weight(s) will be used in selecting the Respondent that will provide the best-suited, quality product(s)/service(s) that most nearly satisfy the requirements of BOCES on behalf of the District.

1. Price of eligible equipment and services (will be weighted the heaviest).
2. Respondent's qualifications and experience in providing service(s) to other similar facilities or customers. Respondent's references will be considered as part of this.
3. Past performance with BOCES and component districts of WSWHE BOCES.
4. Respondent's compliance with the specifications outlined in this RFP, including diversity if specified.
5. Such other criteria as reasonably determined by BOCES.

B. Disqualification of a Respondent & Rejection of a Proposal

One or more of the following may be considered sufficient for the disqualification of a Respondent and the rejection of a Proposal.

1. Evidence of collusion among submitting agencies/firms.
2. Failure to satisfy the submittal requirements of the RFP.
3. Lack of responsibility as shown by past work, references, or other factors.
4. Default or termination of other contracts or agreements.
5. Illegible or vague Proposal.
6. Exceptions taken to the bid specifications, including terms and conditions.

C. Rights to Accept or Reject

It is understood that BOCES reserves the right to accept or reject any or all Proposals for any or all product(s)/service(s) covered in this RFP and to waive irregularities or technical deficiencies that in the judgment of BOCES, best meet the requirements.

D. Final Selection

The final selection will be made on the basis of BOCES' determination of the Respondent that will provide the best-suited, affordable, quality product(s)/service(s) that most nearly satisfies the requirements of this RFP. BOCES reserves the right to award the Proposal in total, to multiple vendors and/or by section or by line item, as it is deemed to be in the best interest of the District.

VI. RFP Submittal Requirements

A. Confidential Information

The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets which, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Respondents should specifically identify the pages of the Proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its Proposal:

> The information or data on pages _____ of this Proposal, identified on the top thereof as "CONFIDENTIAL," contain financial, technical or other information which constitute

trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that BOCES use such information only for the evaluation of this Proposal but we understand that BOCES must comply with the provisions of the New York State Freedom of Information Law (FOIL) and that public disclosure of the information contained in this Proposal whether or not marked as "CONFIDENTIAL," and to make no claim for any damages as a result of any such disclosure by the BOCES pursuant to FOIL.

In the event BOCES receives a FOIL request for disclosure of information marked as "CONFIDENTIAL," the Respondent shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Respondent has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by BOCES in making its determination as to whether disclosure is required under the law.

B. RFP Signature Page

1. Original signed RFP Signature Page. An official authorized to bind the Respondent to a resultant contract must sign the RFP Signature Page included in the RFP.

2. Respondent's signature signifies agreement to and compliance with all Requirements in this RFP, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this RFP may cause the Respondent's bid to be rejected.

C. Pricing

1. Respondents shall include all pricing on the Pricing Proposal Sheet only. If any cost is not identified by the Respondent but is subsequently incurred in order to achieve successful operation, the Respondent shall bear this additional cost. The Pricing Proposal Sheet to be completed is included as part of this RFP.

2. DO NOT alter the Pricing Proposal Sheet or submit any ancillary information not related to actual pricing on or with the Pricing Proposal Sheet.

D. Submittal Format

In order to aid the evaluation process, the Respondent's submissions should be in the following order and format:

1. Proposal certifications
2. Insurance Certification (Installation quotes only)
3. References
4. Vendor Data Security/Confidentiality Agreement and Assurance of Compliance with New York State Education Law 2D
5. E-Rate Supplemental Terms and Conditions
6. RFP Signature Page
7. Completed Pricing Proposal Sheet

VII: General Terms and Conditions

A. Contract/Agreement

The successful Respondent's submittal, when accepted by BOCES, either by formal letter or acceptance of purchase order, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the Proposal documents. The successful Respondent will be required to sign an Award Letter specific to this RFP (see sample in Attachment A). Successful Respondents may also be required to sign a form of contract which includes the terms of this Proposal, as well as the final terms and conditions that may result in the negotiations between BOCES and the Respondent. Any and all ambiguities in RFP documents, RFP awards, contracts or related documents, including tariffs, shall be construed in favor of BOCES.

B. Purchase Order

BOCES shall generate a purchase order(s) and/or award letter to the successful Respondent(s). The successful Respondent(s) shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of BOCES.

C. Payments:

1. BOCES will make payment only after receipt and acceptance by BOCES of the product(s)/service(s) ordered.
2. Respondent invoices shall show the purchase order number and shall be mailed to: WSWHE BOCES, 267 Ballard Road, Wilton, NY 12831 in care of Accounts Payable.
3. Respondent invoices shall state any prompt payment discounts available.
4. BOCES shall not pay any additional freight, surcharge, late fees or delivery charges.
5. Payments of any claim shall not preclude BOCES from making a claim for adjustment of any item found not to have been in accordance with specifications. Payments shall be made by BOCES with all rights reserved**.**
6. BOCES is exempt from federal, state, and municipal sales/excise taxes; therefore, Proposal price shall not include any such taxes.

D. Other Terms and Conditions

1. Conflict of Interest

No public official from the State of New York, County of Washington, Saratoga, Warren, Hamilton, or Essex, or any local governmental unit located within the above counties shall have an interest in the agreement.

2. Venue

This RFP will be governed and construed according to the laws of the State of New York. By submission of a Proposal, all Respondents agree that the Supreme Court, State of New York, County of Saratoga, the United States District Court, Northern District of New York, shall be the venue for any actions brought under this RFP.

3. Silence of Requirement

The apparent silence of these terms and conditions as to any detail or to the apparent omission from it of the description concerning any point shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.

4. Advertising

The successful Respondent shall not advertise or publish, without BOCES written approval, the fact that BOCES has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

5. Interference

There shall be no interference with BOCES operations in the performance of the service(s) rendered under this contract.

6. Representations

No information derived from inspection of BOCES records or reports of investigation concerning the agreement will, in any way, relieve the successful Respondent from their responsibility or from properly performing their obligations under the contract. BOCES may have provided information, as a convenience to the Respondent, and did so without any warranty whatsoever by BOCES. The successful Respondent is responsible for making their own conclusions and interpretations from the data supplied by the BOCES and from information available from other sources.

7. Cumulative Rights

The rights and remedies provided by this agreement are cumulative, and the use of one right or remedy by a party shall not preclude or waive the right to use any or all of the remedies.

8. Indemnification

The successful Respondent agrees that it will indemnify, defend and hold harmless the Board of Cooperative Educational Services Washington, Saratoga, Warren, Hamilton and Essex Counties and all BOCES employees/representatives from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications or any other written data provided by, the successful Respondent or its employees concerning the providing of services hereunder (including, without limitations, legal expenses on a solicitor and client basis).

9. Default

If the successful Respondent is in default, BOCES may, in its discretion, do all that is necessary to effect compliance with the laws, regulations, bylaws, directives, rules and conventions referred to herein, and the successful Respondent shall, on demand by BOCES, reimburse BOCES for all costs incurred by BOCES for that purpose.

10. Patents/Copyrights

The successful Respondent agrees to protect BOCES from claims involving patents and/or copyrights. By submission of this Proposal and as part of the awarded contract for sale, the Respondent agrees to ascertain whether goods manufactured, according to the specifications, will cause the rightful claim of any third person by way of infringement or the like. BOCES makes no warranty that the production of goods meeting the specifications will not cause such a claim, and in no event shall BOCES be liable to Respondent for indemnification should the

Respondent be sued on the grounds of infringement or the like. If the Respondent is of the opinion that an infringement or the like will result, the Respondent will notify BOCES to this effect in writing within two (2) weeks after the award of the contract. If BOCES does not receive notice and is subsequently held liable for the infringement or the like, Respondent will save BOCES harmless. If the Respondent, in good faith, ascertains that production of the goods, according to the specifications, will result in infringement or the like, the awarded contract shall be null and void.

11. Remedies

The successful Respondent and BOCES agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

12. Ethics

The Respondent shall not accept or offer gifts or anything of value or enter any business arrangement with any employee, official or agent of BOCES. Any contact initiated by a Respondent and a BOCES employee or board member, other than with the purchasing office, shall be grounds for disqualification.

13. Compliance

All product(s)/service(s) used in providing service must comply with all federal, state, county and local laws concerning this type of product(s)/service(s) and the fulfillment of all ADA (Americans with Disabilities Act) requirements if applicable.

14. Drug/Smoke Free

BOCES maintains a drug and smoke-free workplace. Use, possession, and/or being under the influence of drugs and/or alcohol or the use of any tobacco products such as cigarettes or chew anywhere on school grounds, including inside and outside buildings, grounds, athletic fields, and parking lots, while in the performance of this agreement, is strictly prohibited.

15. Non Discrimination Requirements

In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the Respondent agrees that neither they nor their subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for performance of work under the agreement.

The BOCES does not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas: recruitment and appointment of employees; employment pay and benefits, counseling services for students, access by students to educational programs, course offering and student activities.

16. Termination for Default/Non-Performance

BOCES reserves the right to terminate the contract, immediately, in the event the successful Respondent fails to:

1. Meet delivery or completion schedules.

2. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes BOCES to award to the next lowest Respondent or purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful Respondent.

17. Approximate Service Usage

Estimated service usage may be given. Approximate usage does not constitute a request, but only implies the probable services BOCES will require. Services will be utilized on an as-needed basis and it is understood that the estimated usage may be increased, decreased or omitted without any way invalidating proposed fees.

18. Right to Purchase

BOCES reserves the right to reject this Proposal in part or in its entirety, and purchase from state, county or cooperative purchasing contracts should it be deemed in the best interest of the District.

19. Fair Trade Agreements

Sales to BOCES are not affected by any Fair Trade Agreements (General Business Law, Section 369-a, Sub. 3).

20. Executory Clause

This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract and no liability on account thereof shall be incurred by the BOCES beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal obligation to request, appropriate or make available monies for the purpose of the contract.

21. Current Government Contract Requirements

Vendor must offer the product(s) and service(s) in the quote submission under a current government contract award under which BOCES is legally able to purchase. Examples include:

1. NYS Office of General Services centralized contracts
2. GSA Schedule 70 and Schedule 84 contract awards of the Federal government, under Cooperative Purchasing program for state and local government agencies
3. National cooperative purchasing contract awards including but not limited to:
    a. PEPPM Pennsylvania Technology Bidding and Purchasing Program;
    b. Omnia Partners Public Sector (formerly US Communities, National IPA, TCPN)
    c. Sourcewell (formerly NJPA);
    d. National Cooperative Purchasing Alliance (NCPA);
    e. The Interlocal Purchasing System (TIPS/ TIPS-TAPS) of Texas Region 8 ESC;
4. Awards of other BOCES under which WSWHE BOCES is an identified participant
5. Awards of other government entities which are deemed by WSWHE BOCES to be in conformance with recommendations of NYS Comptroller's bulletin on Piggybacking, released July 2016 : https://www.osc.state.ny.us/localgov/pubs/piggybackinglaw.pdf

22. Ed Law 2D Compliance

The Respondent must maintain compliance with all parameters of Ed Law 2-d. Specifically, the Respondent should provide a statement of assurance to address the following parameters:

1. Personally identifiable information may not be sold or used for marketing purposes;
2. Compliance with the parent's bill of rights;
3. Confidentiality of the student, teacher or principal data will be maintained in accordance with federal and state law, and the educational agency's policy on data security and privacy;
4. Data security and privacy plan outlining how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy, including, but not limited to:
    A. Signed copy of the parent's bill of rights for data privacy and security
    B. Requirement that any officers or employees of the third party contractor and its assignees who have access to student, teacher or principal data have received or will receive training on the federal and state law governing confidentiality of the data prior to receiving access
5. Access to education records will be limited to individuals with legitimate educational interests;
6. Education records will not be used except for purposes explicitly authorized in the contract;
7. Education records may only be shared with authorized representatives of the third party contractor to the extent they are carrying out the contract, and not to any other party without the prior written consent of the parent or eligible student; or unless required by statute or court order, with notice then provided to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless such notice is prohibited by the statute or court order;
8. The reasonable administrative, technical and physical safeguards maintained to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
9. Data will be encrypted in motion or in custody using a technology or methodology specified by the United States health and human services guidance issued under Section 13402(H)(2) of Public Law 111-5:
10. Requirement to notify the educational agency of any security breach resulting in an unauthorized release of data by the third party contractor or its assignees in violation of applicable state or federal law, the parents bill of rights for student data privacy and security, the data privacy and security policies of the educational agency and/or binding contractual obligations, in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of student, teacher or principal data, the educational agency shall notify the parent or eligible student, teacher or principal, respectively, of the unauthorized release of student data that includes personally identifiable information in the most expedient way possible and without unreasonable delay, and the third party contractor must promptly reimburse the educational agency for the full cost of such notification.

VIII: Specific Terms and Conditions

A. Placement of Orders:

Upon commencement of the contract, it is the intention of BOCES to purchase and request awarded services as needed subject to the conditions identified in the Award Letter.

B. Insurance:
Applicants must submit to the BOCES Certificates of Insurance properly executed by an authorized representative of the insurance carrier for all installation or on site projects, including the following:

1. Workers' Compensation as required by New York State Law for all employees and required subcontractors.
2. Professional Liability (Malpractice/Errors-Omission)- Minimum of $1,000,000
3. Disability Insurance as required by New York State Law for all employees and required subcontractors. The required insurance shall name the Board of Cooperative Educational Services of Washington-Saratoga-Warren-Hamilton-Essex Counties as a named insured. The required insurance shall be issued by a company authorized to write insurance in New York State. Thirty (30) days notice must be given for any material change, cancellation, or non-renewal of insurance policies. Certificates must be delivered to the BOCES prior to the commencement of work.
4. Broad Form Property Damage Liability Insurance and Broad Form Contractual Liability Insurance Coverage - coverage to be provided by applicant:
    a. Bodily Injury (including wrongful death) $1,000,000 any 1 person $1,000,000 aggregate limit.
    b. Property Damage $1,000,000 any 1 person $1,000,000 aggregate limit.

IX. Reserved Rights

Please take notice, by submitting a proposal, the proposing entity understands and agrees that WSWHE BOCES reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

1. To reject any or all proposals;
2. To disqualify any respondent whose conduct and/or proposal fails to conform to the requirements of the RFP;
3. To interview any or all Respondents;
4. To conduct investigations with respect to the qualifications of each Respondent;
5. To use proposal information obtained through site visits, management interviews and the BOCES' investigation of a Respondent's qualifications, experience, ability or financial standing, and any material or information submitted by the Respondent in response to BOCES' request for clarifying information in the course of evaluation and/or selection under the RFP;
6. To supplement, amend, or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another RFP;
7. To issue additional solicitations for proposals and/or addenda to this RFP;
8. To waive any irregularities in proposals received after notification to vendors affected;
9. To waive any requirements that are not material;
10. To negotiate with Respondents for amendments or other modifications to their proposals;

11. To enter into agreements for only portions (or not to enter into agreements for any) of the services contemplated by this RFP;
12. To require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Respondent's proposal and/or to determine a Respondent's compliance with the requirements of the solicitation;
13. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract;
14. To utilize any and all ideas submitted in the proposals received;
15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening;
16. WSWHE BOCES has diligently prepared the RFP and has presented all known, pertinent data as accurately and completely as possible. WSWHE BOCES does not warrant or guarantee the completeness or accuracy of this information, nor will the discovery of an error or omission therein give rise to any obligation by WSWHE BOCES to later alter the contract; and,
17. Purchase may be contingent upon approval from The Universal Service Administrative Company.

X. Vendor Experience

A. General Information - Provide a summary of your Firm's general qualifications to meet the required qualifications and scope of services.

B. Firm Experience – Respondent should state the size of the firm, the size of the firm's staff to be assigned to the contract issued pursuant to this RFP, the location from which work on this contract is to be performed, and the qualifications and experience in providing service(s) to other similar facilities or customers. Respondent must also provide a summary of years of service experience in this space.

XI. Scope of Services

All proposed solutions shall be 100% E-Rate eligible if possible

A. E-Rate Eligible Service Provider: The information in this Request for Proposal [RFP] is provided in conjunction with the Schools and Libraries Division [SLD] Forms 470 and 471, in partial fulfillment of the requirements for the FCC Universal. Service Fund (a.k.a., "E-Rate") discounts.
Respondents must provide a valid Service Provider Identification Number (SPIN) or proof of application at the time of the RFP deadline. Failure to provide SPIN number or proof of application shall result in disqualification.

B. Prices shall be net, including transportation and delivery charges fully prepaid by the successful Respondent, to destination indicated in the instructions to Respondent. If award is made on any other basis, transportation charges must be prepaid by the successful Respondent and added to

the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

C. All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the Respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction costs. Costs added to the quote after the Respondent has submitted their bid are solely the responsibility of the Respondent and not the applicant.

D. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.

Johnsburg Central School District RFP Scope of work for Internet Connectivity.

I. Johnsburg Central School District is currently seeking proposals for delivery of Internet connectivity. They will consider offers for leased lit fiber and all services provided over third-party networks. Offerors may propose solutions for all modes of transport and all proposed solutions that meet the requested scope of service requirements will be evaluated.

Locations in need of <u>Internet Connectivity</u> as defined by Section 3

Johnsburg Central School - *165 Main Street, North Creek, NY 12853*

Section 3: Solution Specifications

a. Internet access

i. Respondent must provide a proposal for dedicated, symmetrical bandwidth of [100 Mbps, 200Mbps, 300Mbps].
ii. The solution must be scalable up to 1 Gbps.
iii. Contract options are requested for 36 month and 60 month terms of service.
iv. BOCES will select the option (bandwidth/term) that best suits the need(s) of the school district being served.
v. Hand off must be delivered via fiber or equivalent solution
vi. <u>Proposal must provide 6 usable IP addresses (/29).</u>
vii. Please respond with information regarding available security protections (i.e. DDOS protection).
viii. Please provide service metrics in regards to circuit uptime, minimum repair & response time.
ix. Respondent must be able to provide utilization and performance metrics upon request.
x. Service must include 24/7, 365 day Network Engineer support.

b. Terms for service

i. Each Respondent is required to complete the attached Pricing Proposal Sheet included with this RFP.

ii. Monthly recurring cost and any non-recurring costs (including special construction) are required to be broken out and listed separately on the Sheet.

iii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format. Consideration of any alternate pricing terms proposed is strictly at the discretion of BOCES.

iv. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.

c. All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the Respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction costs. Costs added to the quote after the Respondent has submitted their bid are solely the responsibility of the Respondent and not the applicant.

d. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.

BID PROPOSAL CERTIFICATIONS

Company Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed in this bid.

II. Iran Divestment Act

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

III. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that they are complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

"(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing

certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

IV. Bidder**'s Statement on Sexual Harassment in Accordance with New York State Finance Law §139-l**

In accordance with State Finance Law §139-l, which generally prohibits the school district from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Signature(Authorized)_____

Title _____

SUBSCRIBED AND SWORN to before me by the above named on this _____day of

_____, 20_____.

_____

Notary Public in and for

State of _____

REFERENCES

List three (3) companies or governmental agencies where like or similar product(s)/service(s) have been provided within the last three (3) years. References should demonstrate the ability of the Respondent to perform jobs similar in scope to the size, nature and complexity of the RFP.

1. Company

Name:_____

Address:_____

City/State/Zip Code:_____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____

Email:_____

Contract Date(s): _____ to _____

2. Company

Name:_____

Address:_____

City/State/Zip Code:_____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____

Email:_____

Contract Date(s): _____ to _____

3. Company

Name:_____

Address:_____

City/State/Zip Code:_____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____

Email:_____

Contract Date(s): _____ to _____

Vendor Data Security/Confidentiality Agreement and Assurance of Compliance with New York State Education Law 2D

WSWHE BOCES, herein referred to as The Enterprise, has certain information contained within The Enterprise's computer databases or information system. This information includes, but is not limited to, student and employee demographics, salary information, medical insurance information, passwords to network resources, etc.

The undersigned individual, corporation, partnership or organization (herein referred to as Prospective User) desires access to such information either in an electronic or hard-copy format. This access is requested in connection with the provision of IT Network Security Review Services with The Enterprise or maintenance of The Enterprise's Information System.

The Enterprise is willing to permit Prospective User access to such information, subject to the following conditions:
1. Prospective User hereby acknowledges that all information accessed through The Enterprise's Information System is confidential and the property of The Enterprise.

2. Prospective User agrees to access only those specific elements of information in The Enterprise's Information System for which the Prospective User has obtained prior permission from The Enterprise to access. In order to obtain such permission, the Prospective User agrees to complete and submit for approval the reasons Prospective User requires access to the system, the specific items of data required to be accessed by Prospective User, and whether or not Prospective User requires the ability to input, edit, download or otherwise collect data in The Enterprise's Information System.

3. Prospective User agrees to access and use information obtained from The Enterprise's Information System only for the purpose(s) for which Prospective User is granted permission to access such information by The Enterprise. The Prospective User agrees not to share any information with anyone who is not authorized by The Enterprise to have access to that information, or disclose any information obtained from The Enterprise's Information System to any third party, other than employees or agents of the Prospective User, without the prior written permission of The Enterprise.

4. Prospective User agrees to require all of its employees and/or agents who will have access to information contained within The Enterprise's Information System to sign the "Vendor Confidentiality Statement" prior to access by such employees or agents of the information. Prospective User agrees to retain the original statement for each of its employees or agents who have access to the information throughout the term of this Agreement. Prospective User agrees to forward copies of all confidentiality statements to The Enterprise within three (3) days after written request by The Enterprise.

5. Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable damage for which there is no adequate remedy at law. Therefore, it is agreed that The Enterprise shall be entitled to equitable relief, including an injunction enjoining any such breach by any court or competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which The Enterprise may be entitled, including damages. Prospective User hereby agrees to defend, indemnify, and hold The Enterprise, its officers, agents, and employees harmless from any and all claims, suits, demands, awards and judgments for personal injury resulting from any disclosure of information

by Prospective User or by Prospective User's agents or employees to any third party in violation of the terms of this Agreement. The terms of the paragraph shall survive termination of this Agreement.

6. This Agreement may be terminated by either party and access to The Enterprise's Information System discontinued upon five (5) days prior written notice of one party to the other. Prospective User agrees that The Enterprise may immediately terminate this Agreement and deny Prospective User access to The Enterprise's Information System without notice whenever The Enterprise, in its sole opinion, has determined that Prospective User, its agents, or employees has violated any of the provisions of this Agreement. In the event of such termination, Prospective User agrees that The Enterprise shall not be liable to Prospective User for any damages resulting from Prospective User's inability to access information within The Enterprise's Information System.

7. The obligation to maintain the confidentiality of the information survives the termination of this Agreement. Upon termination of this Agreement, all information accessed shall either be returned to The Enterprise or destroyed.

8. Prospective User agrees that The Enterprise does not guarantee to Prospective User the availability or accuracy of any data contained in The Enterprise's information systems.

9. If either party becomes legally compelled by law, process or order of any court or governmental agency to disclose any confidential information, that party shall notify the other so that it may seek a protective order to take other appropriate action.

10. New York State Education 2D Law (Parents Bill of Rights) Assurance - The receiving party of any student data agrees to comply with all requirements of New York State Education Law 2D.

This access is requested for the sole purpose of _____
_____

ACCEPTED BY AUTHORIZED AGENT FOR COMPANY:

_____
Signature /Printed Name

_____
Date

NAME AND ADDRESS OF COMPANY:
_____
_____
_____

PHONE NUMBER: _____

E-Rate SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of the discount is based on the number of students receiving free and reduced price meals.

1) E-Rate CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-Rate funding approval is obtained, BOCES and the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of BOCES and the District.

2) SERVICE PROVIDER REQUIREMENTS

BOCES expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number) at the time the bid is submitted and maintain good standing with USAC throughout the duration of the proposed contract.

c. Prices must be held firm for the duration of the associated proposed contract or until all work associated with the project is complete (including any contract and USAC approved extensions).

d. Vendors shall strive to ensure 100% E-Rate eligibility. However, if 100% eligibility cannot be reached, please itemize the cost of E-Rate eligible and ineligible products, services and installation costs in proposal documents. To determine what items are eligible, visit the E-Rate eligible services list at: **https://www.usac.org/E-Rate/applicant-process/before-you-begin/eligible-services-list/**

e. In the event of questions during an E-Rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

f. The awarded Service Provider is required to send notice of all forms and invoices to the BOCES prior to invoicing USAC for pre-approval.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the BOCES and a USAC service substitution approval with the exception of a Global Service Substitution(s).

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of the lowest corresponding price.

d. This offer is in full compliance with USAC's Free Services Advisory https://www.usac.org/E-Rate/applicant-process/competitive-bidding/free-services-advisory/. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-Rate eligible goods and/or services requested in this RFP shall be delivered according to the timeline detailed in Section III. If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL: https://www.usac.org/E-Rate/applicant-process/starting-services/

Category 2
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provision of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District

shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should BOCES or the District decide that it is in the best interest of the District to file a Form 472, BOCES will inform the Service Provider of its intent.

b. Products and services must be delivered and completed before billing can commence. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-Rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. BOCES, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, BOCES and the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the BOCES' Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-Rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-Rate process as outlined above.

Signature: _____ **Title**: _____

Phone Number: _____ **Email**: _____

Service Provider Name: _____

ATTACHMENT A
SAMPLE AWARD LETTER

Date

Business Name
Business Address

Ref: Form 470 #xxx Request for Proposal

Dear Awardee's Name,

WSWHE BOCES has completed a review of all the proposals submitted for consideration for the School District. Based on the information submitted on your proposal, this letter confirms our decision to award Awardee Business Name the purchase of internet services on behalf of the District. The proposal, in the amount of $xxx for xxx terms will be submitted to USAC on the Form 471 beginning with E-Rate funding year xxxx (xx/xx/xxxx - xx/xx/xxxx) with the contract ending on xx/xx/xxxx.

The procurement of these product(s)/service(s) will be dependent upon the following conditions:

1. Final approval of next year's fiscal budget.
2. Contract confirmation/issuance of a Purchase Order by BOCES' purchasing agent.
3. Award of associated E-Rate funding from USAC.
4. Approval by the WSWHE BOCES Board.
5. Approval from the pertinent school district to proceed.

To accept these terms and conditions, please sign below and return to me.

Sincerely,

Michael McCormack
Supervisor for Technology Procurement & Management
mmccormack@wswheboces.org

Vendor Agreement:

_____ _____

Signature Date

_____ _____

Printed Name Title

RFP SIGNATURE PAGE

I, the undersigned, having carefully examined the RFP, all requirements, terms and conditions, scope, etc, and being familiar with the various conditions affecting the work, hereby agree to furnish each of those product(s)/service(s) for which I have submitted prices on the Pricing Proposal Sheet.

If the undersigned is notified of the acceptance of some or all of this proposal within ninety (90) days from the bid opening date, we agree to execute a contract for the products and/or services bid and accepted.

We hereby certify that our bid is genuine, and have not entered into collusion with any other respondent(s) or any other person(s). I further certify that I am duly authorized to submit this bid and to bind the company to this bid and any resulting contract if awarded.

Company Name _____

Company Address _____

Phone _____ E-mail _____

Proposal//Bid Signed by (print) _____

Respondent's Title _____

Signature _____

Date _____

PRICING PROPOSAL SHEET

267 Ballard Road, Suite 5, Wilton, NY 12831

Name of Vendor:_____

Name of Company Representative:_____

Business Address:_____

Phone Number:_____

SLD SPIN Number:_____

3 Year Pricing Proposal

Bandwidth	Non-Recurring Charges	Monthly Cost	Yearly Cost
100 mbps			
200 mbps			
300 mbps			
Other			

5 Year Pricing Proposal

Bandwidth	Non-Recurring Charges	Monthly Cost	Yearly Cost
100 mbps			
200 mbps			
300 mbps			
Other			