MONROE #1 BOCES
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
MONROE COUNTY
41 O'CONNOR ROAD FAIRPORT, NY 14450

REQUEST FOR QUOTES #27-209
E-Rate Form 470 Application Number: 270004655

E-RATE CATEGORY 2 ELIGIBLE EQUIPMENT AND SERVICES TO BE PURCHASED UNDER EXISTING GOVERNMENT CONTRACT AWARDS

SECTION 1: A DESCRIPTION OF THE BOCES AND MONROE RIC

The Board of Cooperative Educational Services (BOCES) was created in New York State by legislation, in 1948. Today, there are thirty-seven BOCES in the State. Each has its own governing board, elected by members of the Boards of Education of the component districts. The primary purpose of the BOCES is to provide services to two or more member districts more effectively and economically than one district could provide alone.

BOCES is an educational agency of the State, and must, therefore, adhere to all laws and regulations of the State of New York, which govern the public schools in the State, as well as regulations controlling the BOCES. BOCES receives most of its revenue from component districts for the services BOCES provides. In return, the member districts receive BOCES aid based on their relative wealth and use of the services.

The Board of Cooperative Educational Services 1st Supervisory District of Monroe County, also known as "Monroe #1 BOCES," was created in 1956, and today serves ten (10) component districts located within the Monroe County area.

The Monroe Regional Information Center (Monroe RIC), a division of BOCES, located at 11 Linden Park, Rochester, NY 14625 is a consortium of school districts as well as a computer systems integrator and customer support center for 19 public K-12 school districts in upstate New York and two BOCES. Among the services the Monroe RIC offers to our school districts is assistance with E-Rate-funded procurements.

SECTION 2: INTRODUCTION

2.1 The intent of these specifications is to furnish information to responsible vendors for the purpose of obtaining contract quotes for E-Rate Category 2-eligible equipment and services as requested by Rush-Henrietta Central School District, 2034 Lehigh Station Rd, Henrietta, NY 14467. In conjunction with this Request for Quotes, Monroe RIC has submitted FCC Form 470: https://opendata.usac.org/stories/s/ejcg-sjaz.

The requested equipment and/or services are listed on the attached Equipment List (Attachment 1).

2.2 Monroe #1 BOCES reserves the right to reject any or all quotes in whole or in part, waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional quotes.

2.3 This RFQ does not commit the BOCES to pay any costs incurred in the preparation or submission of quotes.

2.4 Any factual information contained in this RFQ is for informational purposes only, and is subject to independent verification by the vendor.

SECTION 3: SUBMISSION OF QUOTES

3.1 All quotes or information requests in response to this RFQ and corresponding Form 470 must be submitted via e-mail and must reference the Form 470 number. All correspondence should be directed to Tiffany Torres, tiffany_torres@boces.monroe.edu and E-Rate Central at bidsny@e-ratecentral.com. Questions related to quotes must be received by the Request(s) for Content Clarification(s) Deadline. Quotes must be received by the submission deadline indicated in this RFQ, unless notice is provided of extension via a formal addendum to the RFQ and Form 470.

SECTION 4: TERM OF QUOTE

4.1 The quote shall be in effect from the date of award until completion of delivery of all items and services under the project. Prices shall remain firm for the entire E-Rate period.

4.2 Winning vendors will deliver equipment between April 1, 2027 and September 30, 2028, at a schedule agreed upon by the school district after a positive Funding Commitment Decision Letter has been issued by USAC. Equipment approved for E-rate funding year 2027 must be installed by September 30, 2028. Service agreements are expected to be delivered during E-rate funding year 2027 (July 1st, 2027 through June 30, 2028).

SECTION 5: SCHEDULE

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

RFQ / Form 470 Issued	Friday, November 20, 2026
Request(s) for Content Clarification(s)	Friday, December 4, 2026
Quote Submission Deadline	Monday, January 4, 2027 by 2pm Eastern

SECTION 6: QUALIFICATION OF VENDOR

6.1 Vendor shall have a valid Service Provider Identification Number (SPIN) and shall provide it with the quote submission.

6.2 **Vendor must offer the products and services in the quote submission under a current government contract award under which the BOCES is legally able to purchase.** Examples include:

a. NYS Office of General Services centralized contracts,
b. GSA Multiple Award Schedule contracts of the Federal government which are covered by Cooperative Purchasing program for state and local government agencies
c. National cooperative contract awards including:
- PEPPM Pennsylvania Technology Bidding and Purchasing Program;

- Omnia Partners Public Sector (formerly US Communities, National IPA, TCPN)
- Sourcewell (formerly NJPA);
- The Interlocal Purchasing System (TIPS/ TIPS-TAPS) of Texas Region 8 ESC;

d. Awards of other BOCES under which Monroe #1 BOCES is an identified participant

e. Awards of other government entities which are deemed by Monroe #1 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

6.3 Vendor must be able to comply with the delivery schedule and must be otherwise qualified and eligible to receive an award.

6.4 Monroe #1 BOCES may make such investigations it deems necessary to determine the ability of the vendor to perform the work. The vendor shall furnish to the BOCES, within five (5) days of a request, all such information and data for this purpose as may be requested. The BOCES reserves the right to reject any quote submission if the information submitted by, or investigation of, a vendor fails to satisfy the BOCES that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional quotes will not be accepted.

SECTION 7: EQUIVALENT GOODS

7.1 Manufacturers' brand names, if listed in specifications, are provided to indicate minimum requirements and quotes may be submitted on brands specified, or equivalent. Specifications must be furnished by vendor to support product equivalency. In the event of any claim by any unsuccessful vendor concerning or relating to the issue of "equal or better" or "or equal", the successful vendor agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the BOCES free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 8: SUBMITTAL REQUIREMENTS

8.1 The vendor is required to submit the following with the quote submission:

- **Identification of Contract** – Identify the government contract under which products and services in the quote submission are offered. Include award documentation and effective dates of award. If the vendor is a reseller or distributor under the referenced contract award, include documentation of reseller/ distributor status.
- **Pricing sheet** – All information regarding brand, vendor catalog (stock #) and pricing, as well as substitute product information, must be included
- **Statement of work** – describe your understanding of the project and proposed approach to providing the requested equipment and services
- **Statement of Qualifications** – describe your firm's experience and qualifications to provide the requested equipment and services. The Statement of Qualifications should include:
  - A brief description of the firm's background and capabilities
  - A list of projects completed under the identified contract award.
  - A minimum of three customer references whom we may contact to discuss your past performance. References are preferably public school districts, BOCES or other municipal clients in New York State for whom similar projects have been completed in the past 5 years.

SECTION 9: QUOTE EVALUATION AND AWARD

9.1 Quotes shall remain valid until the award of a purchase order by the BOCES, or until as otherwise rejected by Monroe #1 BOCES.

9.2 The final selection of a responsive quote submission, from a responsible vendor(s), meeting the specifications and the requirements of this RFQ, will be made based upon a best value evaluation conducted by BOCES and the school district.

9.3 The evaluation criteria and their relative importance are listed below:

Criterion	**Weight**
Quote is based on a viable government contract which is available and approved for Monroe #1 BOCES' use	**Mandatory Pass/Fail**
Cost of E-rate Eligible Good/Services	35%
Proposal demonstrates that the Vendor meets and understands district's Needs	25%
Vendor's Qualifications / Past Performance	20%
Completeness of Vendor's response	10%
Additional Vendor Agreements, Terms and Conditions (full point value will be awarded if no additional agreement, terms and conditions are imposed)	10%

SECTION 10: PREVAILING WAGE

10.1 If the services provided under this Request for Quotes include building trade labor, i.e., construction, repair or renovation, or building service contracts, the vendor shall fully comply with all prevailing wage requirements of the NYS Labor Law. In such cases, all laborers providing services under this quote, whether employed by the Contractor or by a Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting quotes agree to conform to all current NYS Department of Labor and prevailing wage laws.

SECTION 11: INSURANCE REQUIREMENTS

11.1 The successful vendor will be required to procure and maintain at its own expense, the following insurance coverage:

(a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.

(b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than $1,000,000 combined for each accident.

(c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than $1,000,000 Per Occurrence / $2,000,000 Aggregate liability for each of the following: property damage, bodily injury, and personal injury.

11.4 No work shall be commenced under the contract until the successful vendor has delivered to the BOCES Purchasing Agent, or their designee, proof of issuance of all policies of insurance required.

SECTION 12: GENERAL TERMS AND CONDITIONS

12.1 Contract/Agreement

The vendor's submittal, when accepted by the BOCES either by formal letter of acceptance or Purchase Order, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the RFQ documents. Any and all ambiguities in Request for Quotes, Form 470, awards, contracts or related documents, including tariffs, shall be construed in favor of BOCES.

12.2 Purchase Orders

Purchase orders to initiate delivery of goods and services awarded under this RFQ will be issued by the BOCES on behalf of the school district.

12.3 Contract Administrators

a. The BOCES will designate a contract administrator with responsibility to ensure compliance with all the contractual term and conditions, including, but not limited to, the inspection and acceptance of the product(s) provided. The contract administrator will serve as liaison between the BOCES and the successful vendor.

b. The successful vendor will designate a dedicated representative, with expertise in E-Rate transactions and contractual provisions, with responsibility to receive and resolve all billing and inventory inquiries and issues.

12.4 Delivery Terms and Conditions

a. Unless otherwise specified herein, all deliveries shall be made within **21 calendar days** of vendor's receipt of Purchase Order.

b. All quoted prices shall include freight and shall be quoted F.O.B. Destination, inside delivery. No additional charges such as fuel surcharges and hazardous material charges will be paid. Title and risk of loss shall not pass to the BOCES until the BOCES actually receives and takes possession of the goods at the place of delivery.

c. Prior to payment, items furnished or work performed will be inspected by the Purchasing Agent or designee to determine their conformity to specification. No payment will be made for items not meeting specification. Any Vendor costs to correct non-conformity is at their sole responsibility.

12.5 Invoices

a. Vendor invoices shall show the purchase order number and shall be emailed to ric_invoices@boces.monroe.edu as indicated on the Purchase Order.

12.6 Payments

a. The BOCES will make payment only after receipt and acceptance by the BOCES of the product(s) ordered.

b. The BOCES shall not pay any additional freight, minimum order charges, fuel or other surcharge or delivery charges.

c. Payments of any claim shall not preclude BOCES from making 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.

d. The BOCES is exempt (tax-exempt #16-6008841) from federal, state, and municipal sales/excise taxes. Therefore quoted price shall not include any such taxes.

12.7 Additional Vendor Terms and Conditions

a. Unless otherwise stated in the vendor's quote submission, only the terms and conditions of this Request for Quotes, and the terms and conditions of the government contract under which goods and services are quoted, will apply to the purchase.

b. Any vendor who imposes additional terms and conditions on the BOCES, and/or who requires any additional form of agreement to be executed in conjunction with this purchase, must submit the sample agreement, including all incorporated terms and conditions, with the quote submission. The agreement, terms and conditions will be assigned a point value during the quote evaluation process.

c. Additional terms, conditions and contractual requirements not disclosed with the quote submission will be rejected.

d. Reference to additional terms and conditions at a website, etc. will not be allowed. An editable Word Document must contain any and all proposed Vendor terms and conditions.

SECTION 13: INDEMNIFICATION

13.1 To the fullest extent permitted by law, the Contractor agrees to hold harmless, indemnify and defend the Board of Cooperative Educational Services 1st Supervisory District of Monroe County, all its employees/representatives, and all participating school districts, from and against all claims, damages, losses, and expenses (including, without limitations, legal expenses on a solicitor and client basis) arising out of, or in consequence of, any and all acts, omissions, or negligence of the Contractor. Further, the Contractor agrees to hold harmless, indemnify and defend the BOCES, all its employees/representatives, and all participating school districts from and against all 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 other written data provided by the Contractor or its employees in concert with providing services.

SECTION 14: EXECUTORY CLAUSE

14.1 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.

SECTION 15: STATEMENT OF ASSURANCES RE: STUDENT PERSONALLY IDENTIFIABLE INFORMATION (PII)

15.1 In compliance with New York State Education Law 2-d, Statement of Assurances, any Contractor engaged by the BOCES to provide services must provide BOCES with a letter of assurances as follows:

a. If the Contractor collects, processes, manages, stores or analyzes student personally identifiable information (PII) or confidential teacher or principal data, Contractor will provide a letter to the BOCES disclosing the following information:

i. The specific purpose for which the student PII or confidential teacher or principal data will be used.

ii. How Contractor will ensure that subcontractors, or others with whom the company shares PII or confidential teacher or principal data, will abide by data protection and security requirements. Describe methods/procedures to safeguard data use by subcontractors.

iii. How Contractor will store the PII (describe where the PII or the confidential teacher or principal data will be stored) and identify reasonable measures which will be undertaken to ensure the confidentiality of student PII or teacher or principal data. Describe how the following will be implemented, as applicable:

- Password protections
- Administrative procedures
- Encryption
- Firewalls

iv. How and when (within what time frame) the Contractor will destroy its records containing student PII or confidential teacher or principal data, once the Contractor has completed its service to the BOCES

b. If the Contractor does not collect, process, manage, store or analyze student PII or confidential teacher or principal data, Contractor shall provide the BOCES with a letter of assurance stating that Contractor does not use student PII or confidential teacher or principal data.