



Request for Proposals

Regional Telecommunications Network

Response Date: February 1, 2023 at 11:00 a.m.

**5 BOCES Road
Poughkeepsie, NY 12601
845.486.4800**

**DUTCHESS BOCES
5 BOCES Road
Poughkeepsie, NY 12601**

**REQUEST FOR PROPOSAL #2223-13
REGIONAL TELECOMMUNICATIONS NETWORK**

The Dutchess County Board of Cooperative Educational Services (BOCES) in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed proposals to the BOCES for:

REGIONAL TELECOMMUNICATIONS NETWORK

Contract Period: July 1, 2023, through June 30, 2026

THREE YEAR CONTRACT

With options to extend for TWO (2) additional ONE (1) year extensions

A formal Request for Proposals (“RFP”) is available on the Dutchess BOCES website at www.dcboces.org or upon request at the offices of Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601.

An original and three (3) copies of a company’s Request for Proposal response must be submitted to

Barbara Costakis, Purchasing Agent
Dutchess County BOCES
5 BOCES Road
Poughkeepsie NY 12601

Envelopes containing proposals must be labeled as follows:

“REGIONAL TELECOMMUNICATIONS NETWORK”

The deadline for submission of proposals is no later than **11:00 a.m. on Wednesday, February 1, 2023**

The proposals will be analyzed by Dutchess County BOCES. Dutchess County BOCES reserves the right to recommend acceptance of any proposal or, in its discretion to reject all proposals and to re-advertise. Dutchess County BOCES reserves the right to waive technical deficiencies in any proposal, and to accept the proposal or proposals which, in the sole discretion of Dutchess County BOCES, substantially comply with the specifications. Dutchess County BOCES may accept any proposal which it deems in the best interest of the BOCES based upon the cost of the services relative to the services provided. Proposals opened and read shall remain irrevocable for a period of ninety days. The award of contracts, if at all, shall be made as soon as practicable after the opening.

INSTRUCTIONS & GENERAL CONDITIONS OF THE CONTRACT

- A. Respondents are cautioned to read carefully all documents contained in this Request for Proposals.
- B. Respondents to this RFP are required to submit all information and forms requested in the RFP Submittals section and additional information requested in individual Design Alternate sections as applicable to the Respondent’s response.
- C. The following terminology is used throughout this document:

TERMINOLOGY	DEFINITION
Board School Board Board of Education	A corporate body that oversees and manages a public school district’s affairs, personnel and properties.
BOCES Dutchess County BOCES Owner	Dutchess County Board of Cooperative Educational Services. The central network hub is located at Dutchess BOCES, Career & Technical Institute building at 5 BOCES Road in Poughkeepsie, NY.
Component School District School District District	The component school districts that are participating in this RFP with BOCES and will acquire the services described in this document.
Network Location Network Site Site	A specific building location that has, or will have, connectivity to the proposed Network Service.
District Hub	The particular building within a School District or Dutchess BOCES that is designated as connection point for the connection back to the BOCES Career & Technical Institute building and as the intermediate hub location for the Buildings within the District or BOCES.
School Buildings	Buildings within a School District or Dutchess BOCES that are to be connected back to an intermediate hub location (District Hub).
Alternate Network Hub	The specific location for which a ‘standby’ Internet Service connection is, or will be, delivered from. This will function as a backup connection for internet services already being provided out of BOCES Career & Technical Institute building (Network Hub).

Respondent Service Provider Provider Carrier	Any individual, company or corporation submitting a response to this RFP.
Successful Respondent Successful Service Provider Contractor Company	Any respondent to whom an award is made by Dutchess BOCES
Response	An offer made by a respondent to furnish the services described in this RFP in accordance with all terms and conditions described.
Requirements Specifications	The description of the services to be provided and the conditions for the purchase of these services.
Network Service Network Proposed Service Service	The service that is proposed for, or accepted by Dutchess BOCES, for the bandwidth-only, wide area telecommunications network described in this document.

- D. Should any Respondent find any discrepancies in, or omission from, the contract documents or should the Respondent be in doubt as to the meaning of any portion of said documents, the Respondent shall at once notify Mark Stein, Coordinator of Learning Technology, Dutchess BOCES and obtain an interpretation or clarification prior to submission of a proposal. Any request for interpretation or clarification may be submitted **via email** at least 72 hours prior to the proposal opening to Mark Stein at mark.stein@dcboces.org.
- E. The Respondent may, during the proposal process, be advised by addendum of additions, deletions, or alterations in any document forming part of this contract. All such changes shall be included in the work covered by the proposal and shall become part of this contract. Upon mailing or delivery, or making available for inspection, such addendum shall become part of the contract documents and shall be binding on all Respondents.
- F. Each Respondent, by making a proposal, represents that the Respondent has read and understood the proposal documents and that the proposal is made in accordance therewith. The Respondent further represents that the Respondent has either visited the sites, or is sufficiently familiar with the sites as to guarantee service to the sites, and that the Respondent is familiar with the conditions under which the work is to be performed.
- G. All proposals shall be submitted with one original and three (3) copies on the proposal forms provided with the documents.
- H. Dutchess BOCES may make such investigations, as it deems necessary, to determine the responsibility of any Respondent or to determine the ability of the Respondent to perform the work. Dutchess BOCES reserves the right to reject any proposal if the evidence submitted by or the investigation of any Respondent fails to satisfy Dutchess BOCES that the Respondent is

responsible or is able or qualified to carry out the obligations of the contract or to complete the work as contemplated.

- I. Qualifying Respondents may be required to undergo technical interviews in order to qualify as a responsible Respondent. Each Respondent must submit with its proposal written responses to the RFP Submittals specified in this document.
- J. All applicable federal and state laws and regulations of all parties having jurisdiction over the work shall apply to the contract and shall be deemed to be included in the contract as if fully set forth therein at length.
- K. This notice is an offer to receive proposals for a contract and not an offer of a contract.
- L. Contracts for the Base Network Service will be coterminous, ending in June 30, 2026. Because Dutchess BOCES cannot predict service start dates for the Optional Network Sites that are included as in this RFP, pricing for Optional Sites is requested for varying start dates (as specified in Attachments A and B).
- M. Substantial Completion – The installation of each Network Site shall be deemed complete upon receipt of a written notice by the Contractor that it has furnished all the services and equipment necessary to complete the installation and the Network Site has functioned on a non-interrupted basis on the Network Service for a continuous 24-hour period. Following this 24-hour period, a 14-day operational test will be conducted by Dutchess BOCES.

During the 14-day test, a punch list will be prepared outlining each of the requirements specified in this document with adjustments/alterations for exceptions accepted by Dutchess BOCES that may have bearing on the system requirements. The Successful Service Provider will then be evaluated on each item to ensure that all work is in compliance with the contract. When it is determined that each item on the punch list is completed to the satisfaction of BOCES, the billing cycle will begin and payment for one-time charges (if applicable) will be authorized.

- N. Payment – Following the installation of a Network Site and the successful operation of that Site during the 14-day operational test, the Contractor shall invoice Dutchess BOCES in monthly installments based on the price submitted by the Contractor in Attachment B.
- O. Insurance – The Contractor shall without, limiting its obligations or liabilities herein, purchase from an insurer that has an A.M. Best Rating of “A” or better, and continuously maintain in full force and effect during the Contract period, and including any maintenance and guarantee period which may be required, insurance policies with limits not less than those shown in the respective items:
 - 1. Workmen’s Compensation Insurance covering all employees engaged in the work or repair or maintenance of the network, in accordance with the statutory requirements of the State of New York.
 - 2. Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles or non-owned vehicles in the amount of \$1,000,000 for all damages arising out of bodily injuries to or death of one (1) person and subject to the limit for each person, a total of \$1,000,000 for all damages arising out of one (1) accident and Property Damage in the amount of \$100,000 for

all damages arising out of injury to or destruction of property.

3. General Comprehensive Liability Insurance as follows:

a. The Contractor shall carry Comprehensive General Liability Insurance, including completed operation coverage, providing for a limit of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for all damages arising out of bodily injuries to or death of one (1) person, and subject to that limit for each person, a total limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident; and Contractor's Comprehensive Property Liability Insurance providing for a limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate for all damages arising out of injury to or destruction to property in any one (1) accident and subject to that limit per accident, a total (or aggregate) limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate for all damages arising out of injury to or destruction of property during the policy period.

b. Comprehensive Automobile Liability Insurance shall name Dutchess BOCES as an additional name insured. General Comprehensive Liability Insurance shall also name Dutchess BOCES as additional insured on a primary, non-contributory basis (using CG 2010 11/85 or its equivalent) including products-completed operations coverage for 3 years, with all rights and privileges of the policy contract without the responsibility to pay the premium of the insurance.

c. Umbrella/Excess Liability with a limit of not less than \$1,000,000 per occurrence/aggregate.

4. Certificate of Insurance. Certificates evidencing insurance must be issued by the insurance company to BOCES. "ACCORD" form certificates issued by brokers are acceptable. Certificates must unconditionally grant to Dutchess BOCES thirty (30) calendar days' notice of cancellation or non-renewal. "Endeavor" or other qualifying language is not acceptable. Dutchess BOCES and any component school district to which services will be provided shall be listed as additional insured without obligation to pay premiums. The insurance company shall provide any and all endorsements necessary to effect the addition of the BOCES and any district to which services are provided as insured under the contract. The company must be licensed to do business in New York and acceptable to the BOCES.

5. No insurance policies obtained in accordance with this paragraph shall exclude coverage for liability resulting from application of either Section 240 or Section 241 of the New York State Labor Law. A copy of the Additional Insured endorsement should be provided to BOCES.

6. All policies required by this paragraph shall include a waiver of subrogation in favor of Dutchess BOCES.

P. Indemnification – To the fullest extent permitted by law, The Contractor shall defend, hold harmless and indemnify Dutchess BOCES, and each of its employees, officers, and agents, and any component school district to which services shall be listed from any and all actions, suits, claims, damages, losses and expenses, including but not limited to attorney's fees and court

costs, for any actual or alleged injury to person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the Contractor, its employees, agents or subcontractors in connection with or pertaining to any work or services performed hereunder.

Q. Commencement of Work – Failure of the Contractor to provide service by the agreed start date shall allow Dutchess BOCES to declare the contract void and award a contract to the next responsible Contractor.

R. Multiple Contractors – It is the intention of Dutchess BOCES to extend the Network Service to all Network Sites listed as Base Bid sites in Attachment A: Request for Proposal Locations. As such, it is desirable to select a single Service Provider or a partnership of Service Providers offering a single network solution for the locations listed in Attachment A. BOCES will accept responses from Service Providers that can extend the proposed Service to only a portion of the listed locations. However, these Respondents must submit these partial bids with the understanding that the viability of their proposal may depend upon another bidder's Response.

1. If two or more carriers choose to partner together, with each extending the Network Service to discrete Network Sites, all issues associated with the interconnection of Carrier networks, Carrier equipment compatibility, interface requirements, meet point hand-offs and any associated labor must be coordinated and resolved by the Service Providers. These issues must be resolved as part of the response to this RFP and reflected in the costs proposed. In the event two or more Carriers choose to submit a joint bid as noted herein, both Carriers shall be liable to the Owner for performances of the entire contract. An agreement with another Carrier shall not relieve any Contractor of the responsibility to perform the full obligations of the contract, as set forth herein, or as may be amended from time to time.
2. Contractors shall cooperate and work together, as necessary, to provide the services detailed in this proposal. The Contractors shall keep themselves informed of the progress of the other Contractors and shall notify the Owner immediately of any lack of progress on the part of the other Contractor where such delay will unreasonably interfere with its own operations. The failure of a Contractor to advise the Owner of any lack of progress by the other Contractors shall be construed as acceptance by the Contractor of the status of the work as satisfactory for proper coordination with its own work.
3. If all or a part of the Contractor's work depends upon the proper execution of work by the Owner or other Contractors, the Contractor shall promptly advise the Owner of the apparent defects or discrepancies in the other Contractor's work that might render it unsuitable for such proper integration with the Contractor's work. Failure of the Contractor to advise the Owner of such defects shall be construed as an acknowledgement that the other Contractor's work is fit and proper for integration with the Contractor's work, except as to such defects which are not reasonably discoverable at the time.
4. In the event of a dispute among the Contractors as to the cause of any delay in providing the services set forth herein, the Owner shall appoint a person or committee to investigate and resolve such dispute and require the Contractor to perform its obligations under the contract. The decision of the Owner's representative or representatives shall be final and binding upon all parties, subject to any and all remedies available under the law or these documents.

S. Executory Clause – The contract will include provisions regarding non-appropriation by BOCES or the participating organizations in substantially the following form:

1. The BOCES is an educational institution organized under the Education Law of the State of New York with limited statutory powers. The BOCES agreements are subject to the approval of the New York State Education Department and the appropriation and budgeting of sufficient funds by the BOCES and its component school districts. It is also limited to act in cooperative school district ventures by requests for service from its component districts. The BOCES provides services to its component school districts when requested. Contracts entered into by the BOCES on behalf of its component school districts are subject to the appropriation of funds for the specific services to be rendered under the contract.
2. 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 or any component districts or other participating organizations (individually and collectively “Network Locations”) beyond the amount of such monies. It is not a general obligation of the BOCES or the Network Locations. Neither the full faith and credit nor the taxing power of the BOCES or the Network Locations is pledged to the payment of any amount due or to become due under this contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.
3. In the event no funds or insufficient funds are appropriated and budgeted by one or more Network Locations in any fiscal period for payments due under this contract or if BOCES is unable to secure CoSer approval, then BOCES will promptly notify the Company of such occurrence. This contract shall terminate as to those Network Locations which fail to appropriate monies for service provided pursuant to this contract on the last day of the fiscal period for which appropriations were received, without further liability therefore. The BOCES will be obligated to make continued payment for all remaining Network Locations being provided service for which funds shall have been appropriated and budgeted. Notwithstanding any provisions to the contrary herein, in the event BOCES fails to obtain CoSer approval, or if the component school districts decline to participate, the contract shall terminate upon 5 days notice to the Company without further obligation to any party.

T. Owner’s right to stop work or terminate contract. Upon the occurrence of any one or more of the following events, the Owner may, in its discretion, and without prejudice to any rights the Owner may have under the Contract Documents, upon 7 days written notice to the Contractor, terminate the contract or any portion thereof and demand that the Contractor, subcontractors, employees, agents, representatives or any of them cease and desist work.

1. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
2. A receiver or liquidator is appointed for the Contractor or for any of its property, and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days.
3. The Contractor shall refuse or fail, after written notice of warning from the Owner or its agents, to supply enough properly skilled workmen or proper materials.

4. Any Contractor shall refuse or fail to perform the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any authorized extension thereof).
5. The Contractor shall fail to make timely payments to persons supplying labor or materials for the work.
6. The Contractor shall fail or refuse to abide by the laws or ordinances, or is otherwise guilty of a substantial violation of any provisions of this contract.
7. The Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the contract documents.

U. BOCES Assurance of Service Continuity. In the event that any Service Provider is adjudged bankrupt or unable to continue business operations for any reason, BOCES may, in its discretion, require the Service Provider to continue to provide services and support at the same cost and level of service specified in this contract for an "Interim Period". The Interim Period is defined as not less than 120 days following the Service Provider's written notification to BOCES that the Service Provider will be discontinuing its business operations, or the end of the service contract term, whichever is shorter. All necessary means to sustain the contracted services, including the hiring of subcontractors, the transfer of services to alternate carriers, and any and all other actions required to sustain service are the responsibility of the Service Provider.

In the event that the Service Provider discontinues services prior to the conclusion of the Interim Period, or reduces services to a lesser level than that which was contracted for, BOCES will be credited in the following way:

Credit amount = ((Amount of last monthly bill from Service Provider x 4)/120) x The number of days remaining in Interim Period following and including the day of service discontinuation or service reduction.

RFP #2223-13
REGIONAL TELECOMMUNICATIONS NETWORK

INTRODUCTION

The Dutchess County Board of Cooperative Educational Services (BOCES) is planning for the upgrade of existing regional video and data telecommunications networks in the BOCES service area. This Request for Proposal (RFP) is a formal request for wide area telecommunications services (as described herein) and represents the vehicle by which these services will be procured from telecommunications Service Providers.

Proposals will be reviewed by BOCES Staff and by BOCES' legal counsel to ensure that all terms and conditions specified in the RFP and all other related matters are met and submissions are complete and accurate.

RFP results will be shared with school districts and BOCES administrators for budgeting and project planning and will lead directly to a contract with a single Service Provider or multiple Service Providers.

BACKGROUND

Dutchess BOCES is a public, regional learning center providing educational programs and services to thirteen (13) component school districts in the mid-Hudson Region of New York State. Dutchess BOCES currently offers a wide array of services to districts via wide area telecommunications networks including:

- Multi-site, interactive video digital learning
- Internet services
- Streaming video services
- Instructional applications
- Administrative applications
- Library automation
- Substitute teacher calling services
- Voice Over IP

Today, Dutchess County BOCES utilizes leased data services through Crown Castle Fiber Networks.

It is the intention of BOCES to extend the Network Service to all Base Bid locations as defined in Attachments A1-A3. It is understood that your company may only provide services to some of the Locations. Please respond with pricing for those sites to which you can provide services, and demonstrate in the RFP Submittals how you propose to connect to each site and other Service Providers (if applicable) to establish a complete network solution. It is anticipated that Service Providers will collaborate to expand the reach of the network to sites that may fall outside of a single Provider's immediate service area. Service Providers may establish partnerships and submit cooperative/joint RFP proposals.

The degree to which each Provider (or Service Provider partnership) can provide the Network Service to all Base Bid sites will be a critical factor in the RFP evaluation for determining the viability of proposed solutions.

BOCES and the component school districts meet the organizational requirements for discount eligibility under the Schools and Libraries Universal Service Fund. This fund, popularly known as the “E-Rate” program was created as part of the Telecommunications Act of 1996 to ensure that all eligible schools and libraries can afford access to modern Telecommunications Services. It is expected that Respondents to this RFP will have a valid Universal Service Administrative Company (USAC) Service Provider Identification Number (SPIN) and the service offered will be E-rate eligible. If the Contractor, or proposed Network Service, does not qualify under the E-rate guidelines, this must be clearly stated by the Contractor in both RFP Submittal 3: RFP Exceptions and Response Clarifications and in Attachment C: Proposal Form.

PROPOSAL DESCRIPTION

A. Base Bid – Service Providers are required to provide Network Service options that will provide telecommunications connectivity as specified in the Design section of this document. The Base Bid will establish multiple independent networks in two levels:

1. Backbone Level (Level 1 Network): The Backbone Level of Service is proposed to create network connections that will interconnect the BOCES region primary data center at the BOCES Salt Point/Tech Center (CTI NOC designated as Primary Network Hub), the secondary data center at the Arlington HS (designated as Secondary Network Hub), and all other District Hub locations in the County.
2. District Level Network (Level 2 Network): The District Level of Service is proposed to create a network to interconnect all buildings within the individual school Districts (or BOCES locations) as specified in the Design section of this document. The Service must connect the “School Buildings” to the “District Hub” building within the specified School Districts or BOCES. Additions or changes made to District Hubs or School Buildings should be modified/added to this contract and the service end date should be pro-rated to match existing District Hub and School Buildings.

B. Optional sites – Pricing is requested for the interconnection of selected Network Sites specified as Optional in Attachments A and B. Pricing and proposals for Optional sites will be examined on a case-by-case basis and will be awarded or rejected individually. Service commencement for the Optional Network Sites cannot be predicted by BOCES, however, contracts for Optional Sites must be coterminous with contracts established for the Base Bid Sites. Therefore, pricing for Optional sites is requested based on varying contract start times as specified in Attachment. Pricing offered by Contractors must hold for the length of the Base Bid contract term selected by BOCES.

NETWORK SERVICE REQUIREMENTS

A protected Ethernet “ring” WAN Service design scenario is presented in this section, however BOCES is allowing for flexibility and creativity on the part of Service Providers to propose an appropriate solution based on their relative capabilities and deployed infrastructure. All submitted Designs, will be considered and ranked according to the evaluation criteria established in this document.

This section includes a section for providing point to point Ethernet WAN service for smaller districts with only 2 locations that need to be interconnected.

This section also includes a section for providing Standby Internet Services to the proposed WAN in the case of a disaster that renders the primary data center inoperable.

WAN SERVICES: ETHERNET NETWORK SERVICE

PROTECTED ETHERNET “RING” WAN SERVICE DESCRIPTION:

Level 1 “Backbone” Network - 10Gbps option:

- The Ethernet Network Service requested in this level network must provide a full-duplex 10Gbps Ethernet backbone network that interconnects all locations specified in Attachment A1.
- The physical network design must use a “protected ring” architecture such that a single path failure does not interrupt service to any location on the network.
- The service must be configurable, at BOCES option, into a single broadcast domain (VLAN) or multiple broadcast domains allowing BOCES to create connection segmentation down to individual point-to-point networks if desired. It is anticipated that the number of VLAN’s that would be required could vary from one (1) to approximately fifteen (15).
- The service provider’s CPE device(s) at the CTI NOC location must be capable of delivering the BOCES configured VLAN’s as a single 10 Gbps physical handoff interface carrying multiple 802.1q trunk VLAN’s.
- The service provider’s CPE device(s) at the District Hub locations must be capable of both 1000TX and 10G-SR-type physical handoff interface connections as required that forwards traffic on the VLAN as assigned by BOCES as appropriate to the site.
- Anticipated initial connection speeds for each District Hub is shown in Attachment A1

Level 1 “Backbone” Network - 100Gbps option:

- The Ethernet Network Service requested in this level network must provide a full-duplex 100Gbps Ethernet backbone network that interconnects all locations specified in Attachment A1.
- The physical network design must use a “protected ring” architecture such that a single path failure does not interrupt service to any location on the network.
- The service must be configurable, at BOCES option, into a single broadcast domain (VLAN) or multiple broadcast domains allowing BOCES to create connection segmentation down to individual point-to-point networks if desired. It is anticipated that the number of VLAN’s that would be required could vary from one (1) to approximately fifteen (15).
- The service provider’s CPE device(s) at the CTI NOC location must be capable of delivering the BOCES configured VLAN’s as a single 100Gbps/40Gbps/10Gbps physical handoff interface carrying multiple 802.1q trunk VLAN’s.
- The service provider’s CPE device(s) at the District Hub locations must be capable of both 1000TX and 40G/10G SR-type physical handoff interface connections as required that forwards traffic on the VLAN as assigned by BOCES as appropriate to the site.
- Anticipated initial connection speeds for each District Hub is shown in Attachment A1.

Level 2 “District” Network – 1Gbps option:

- The Ethernet Network Service requested in this level network must provide a full-duplex 1Gbps Ethernet network that interconnects all locations specified in Attachment A2.
- The physical network design must use a “protected ring” architecture such that a single path failure

does not interrupt service to any location on the network.

- This network service will be configured as a single broadcast domain (VLAN).
- The service provider's CPE device(s) at the District Hub location must use a 1Gbps physical TX interface that forwards traffic on the VLAN as assigned by BOCES as appropriate.
- The service provider's CPE device(s) at the School Building locations must use a 1Gbps physical interface that forwards traffic on the VLAN as assigned by BOCES as appropriate.
- Anticipated initial connection speeds for each School Building is shown in Attachment A2.

Level 2 "District" Network – 10Gbps option:

- The Ethernet Network Service requested in this level network must provide a full-duplex 10Gbps Ethernet network that interconnects all locations specified in Attachment A2.
- The physical network design must use a "protected ring" architecture such that a single path failure does not interrupt service to any location on the network.
- This network service will be configured as a single broadcast domain (VLAN).
- The service provider's CPE device(s) at the District Hub location must use a 10Gbps physical interface that forwards traffic on the VLAN as assigned by BOCES as appropriate.
- The service provider's CPE device(s) at the School Building locations must be capable of both 1000TX and 10G-SR physical interface connections as required that forwards traffic on the VLAN as assigned by BOCES as appropriate.
- Anticipated initial connection speeds for each School Building is shown in Attachment A2.

Level 2 "District" Network – 100Gbps option:

- The Ethernet Network Service requested in this level network must provide a full-duplex 100Gbps Ethernet network that interconnects all locations specified in Attachment A2.
- The physical network design must use a "protected ring" architecture such that a single path failure does not interrupt service to any location on the network.
- This network service will be configured as a single broadcast domain (VLAN).
- The service provider's CPE device(s) at the District Hub location must use a 100Gbps/40Gbps physical interface that forwards traffic on the VLAN as assigned by BOCES as appropriate.
- The service provider's CPE device(s) at the School Building locations must be capable of both 1000TX and 40G/10G-SR physical interface connections as required that forwards traffic on the VLAN as assigned by BOCES as appropriate.
- Anticipated initial connection speeds for each School Building is shown in Attachment A2.

POINT-TO-POINT ETHERNET WAN SERVICE DESCRIPTION:

Level 2 "District" Network:

- The Ethernet Network Service requested in this level network must provide point-to-point Ethernet network connections that interconnect the identified School Building location when specified in Attachment A2 back to the District Hub.
- Service provider's CPE device(s) must be capable of 100Mbps TX, 1000Mbps TX or 40/10Gbps SR-type physical handoffs as appropriate for each point-to-point link.
- Anticipated initial connection speeds between the School Buildings and its District Hub are shown

in Attachment A2.

- Service Provider should provide pricing for a:
 - 1Gbps
 - 10Gbps
 - 40Gbps
 - 100Gbps

WAN SERVICES: STANDBY INTERNET SERVICE

Additional 'Standby' Internet Service Requirements:

- a) In addition to the Network Service Request stated above BOCES would like pricing for a 'standby' Internet Service connection to be delivered out of Arlington High School (Designated as Secondary Network Hub in Attachments A3). This standby Internet connection will be used for "Disaster" purposes only and will function as a backup connection for the primary Internet services already being provided out of the BOCES Salt Point/Tech Center Site (Designated as Primary Network Hub in Attachment A1).
- b) The standby connection speed at the Secondary Network Hub can be as low as 5 Mb during normal network operation at the Primary Network Hub site.
- c) In the event of a true disaster where by the Primary Network Hub has been considered lost or deemed out of service for a prolonged period of time BOCES would require this standby Internet connection to support up to 40 Gbps of Internet bandwidth (current contracted bandwidth at the primary site is ~9 Gbps) for use by the school buildings and District Hubs as listed in Attachments A1-A3.
- d) Periodic testing (once annually) of this 'standby' Internet Service will be required by BOCES. During this period of testing (Not to exceed 24 hours) service provider must turn up the 'standby' connection to the full contracted bandwidth for the duration of the test.

SERVICE DEMARCATION:

- A. The demarcation point for the proposed Network Service will be at the addresses listed in Attachment A. The demarcation point within each Network Site building will be in the main data closet at each Location.
- B. The Successful Service Provider will be responsible for the following items and costs for these items shall be fully borne by the Contractor:
 1. All in-building cable and/or conduit runs necessary to extend the Service to the main data closet. Contractor is required to transition from outside plant cable to acceptable indoor cable as necessary. All work must be coordinated with and approved by BOCES and the relative Network Site. In-building work must be scheduled at times acceptable to the

Network Location.

2. Appropriate Ethernet devices with an Ethernet UNI at the appropriate bandwidth level. For service speeds of 1000Mbps (1Gbps) a standard 1Gbps-TX copper handoff is sufficient. For service speeds above 1000Mbps a standard SR-type handoff is preferred.
3. Uninterruptible Power Supplies. Any required UPS devices for Carrier-owned switching equipment must be provided by the Service Provider.

C. The Owner will be responsible for the following:

1. Providing suitable space and conditions within each building including power with an appropriate receptacle type, backboards, removal of any asbestos and clear path within each building for the Successful Service Provider to install inner duct, conduit and/or cabling.
2. Layer 3 switching equipment, logical network parameters and configurations, monitoring of equipment across the network, appropriate jumper cables to connect BOCES equipment to the Network Service.

NETWORK SERVICE REQUIREMENTS

A. The proposed interconnection must fully support BOCES required QoS controls for handling IP (QoS) voice, IP video, and data across the network. Contractor shall provide Quality of Service capabilities as follows:

1. “The proposed Service must provide and fully support BOCES required Quality of Service (QoS) controls for handling Internet Protocol (IP) voice, video, and data traffic between and among the service locations. The Contractor shall provide QoS capabilities as described in this section:
 1. The Service, including all cabling and vendor-owned equipment, shall conform to, and will be capable of, providing the following services: Voice of IP, video conferencing (e.g.,H.323), Quality of Service (QoS) 802.1q, 802.1p, 02.2 and other services as are customary and available in the industry at the time of installation
 2. IP Quality of Service Controls – BOCES maintained devices shall perform all classification, policing (the regulation of the rate at which a flow is allowed to inject packets into the network) , and marking of data traffic onto the Network Service
 3. All of the Successful Service Provider’s network equipment must respect and transport, end-to-end and unaltered, the standard Layer 2 CoS and Layer 3 ToS marks placed in data packets by BOCES devices.
 4. Any Contractor’s active equipment in the data path must participate in BOCES QoS controls and support congestion management
 5. All traffic marked as voice or video traffic (markings to be determined and agreed upon by the parties) must be carried end-to-end by the provider’s network with:

- a. Less than 150ms of one-way latency from mouth to ear (per the ITU G.114 standard)
 - b. Less than 30ms jitter
 - c. Less than 1 percent packet loss
4. Contractors will ensure compatibility with current BOCES equipment
 5. Contractor must document its Service's QoS controls and capabilities including how it would propose to comply with item "5" above.

GENERAL REQUIREMENTS

- A. The network must be available for use by BOCES and the component school districts 24 hours a day, 7 days a week. The network must provide a consistent level of service 24 hours a day, 7 days a week – no loss in service capabilities, degradation of signal transmission and/or reduction in bandwidth beyond what is specified in the respondent's proposal is acceptable.
- B. The demarcation point for the proposed Network Service will be at the addresses listed in Attachments A and B. The Service Provider will be responsible for all labor, cable, conduit, utility poles and/or trenching necessary to complete the demarcation to the point that is specified. Service Providers may be responsible for in-building cable and/or conduit runs if this is necessary to extend the service to the specified demarcation point. All work must be coordinated with and approved by BOCES and the school district associated with each Network Site. These sites do not have 24 hours a day, 7 days a week access.
- C. Service Providers may assume that the following conditions will be provided at each Network Site and that either BOCES or the component school district responsible for such network location will be responsible for:
 1. Providing a clear path within each building for the Service Provider to install inner duct, conduit and/or cabling.
 2. Removal of any asbestos in Network Site buildings.
 3. Providing a suitable environment at each Network Location for any electronic equipment that may need to be installed on premise by the Service Provider, including appropriate space, ventilation and power.
- D. The Service Provider may only locate equipment necessary to terminate and provide the Network Service on the premises of each site. Service Providers may not locate equipment for establishing a point of presence or regional hub that will extend the network to customers beyond those listed in Attachments A and B: Request for Proposal Locations, at BOCES or school district locations. Exceptions may be considered. Respondents must provide a full description of such exceptions in Submittal 3: RFP Exceptions and Response Clarifications.
- E. If two or more carriers choose to partner together, with each extending the Network Service to discrete Network Sites, all issues associated with the interconnection of carrier networks, carrier equipment compatibility, interface requirements, meet point hand-offs and any associated labor must be coordinated and resolved by the Service Providers. These issues must

be resolved as part of the response to this RFP and reflected in the costs proposed.

- F. Any equipment proposed by respondents shall be installed in accordance with the manufacturer's instructions and applicable national, state, and local regulations, ordinances, and codes. The Contractor must also comply with all licensing, codes, and permit requirements relative to both its own and its subcontractor's personnel and work.
- G. Any equipment, devices and the installation of cabling, equipment and devices proposed by the respondent must be in accordance with the relevant provisions of the National Electric Code, Local Electric Codes, Federal Communications Commission rules and regulations and ANSI/EIA/TIA telecommunications installation standards.
- H. Continuity of Services – The Contractor will take no action that will interfere with, or interrupt, existing building services unless previous arrangements have been made with the Owner's representative. The Contractor will arrange the work to minimize shutdown time. Owner's personnel will perform any required shutdown of operating systems. The Contractor shall give three (3) days advance notice for any required systems shutdown. Should services be inadvertently interrupted, Contractor will immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service.
- I. Time/Date Issues - Respondents must also guarantee that all future time/date-sensitive problems and anomalies will be rectified so as not to cause service interruption due to such problems at no cost to BOCES. Respondents are responsible for all costs and labor to identify and correct potential time/date-sensitive problems in equipment and software associated with the proposed system(s).
- J. The Dutchess BOCES is responsible for applications that will run on the proposed Network Service. All applications, including internet services, video streaming, grade reporting, payroll, etc. and the associated support requirements continue to be the responsibility of BOCES and are outside the scope of this RFP. The network will provide regional transport ONLY.
- K. All telephone services in place at the school districts and BOCES (to the associated serving central office) will be maintained. These local lines (including POTS lines, PRI lines, ground start trunks, DID trunks, etc.) are outside the scope of this RFP.
- L. Integration of voice traffic on the proposed Network Service is considered to be a network application and outside the scope of this RFP. However, all Ethernet-related Design Alternates must include QoS to support applications such as VOIP.
- M. BOCES, or a BOCES integrator, will be responsible for support, monitoring, configuration, repair and maintenance of all equipment on the customer side of the demarcation point at each Network Site. The demarcation points are defined in each Design Alternate.
- N. The successful Service Provider will be responsible for support, monitoring, configuration, repair and maintenance of any on-premise device(s) that include(s) the interfaces and all other equipment on the Carrier side of the demarcation point. Included in the Service Provider's responsibilities are any and all equipment, software and facilities necessary to extend the service to each location as defined in Attachment A.

- O. Also included in the Service Provider’s responsibility is the extension and upkeep of all physical cable and plant (including all labor, cable, conduit, utility poles and or trenching) necessary to extend the service from the demarcation point to the carrier network. Service Providers will be responsible for any in-building cable and/or conduit runs necessary to extend the service to the defined demarcation point.
- P. If any work is subject to prevailing wages, any persons employed by the Contractor or sub-contractor must be paid at a rate not less than the prevailing wages established by the provisions of the New York State labor for the appropriate trade and as found at www.labor.state.ny.us. In the event the Services are subject to prevailing wage, the Contractor and its sub-contractors shall: (1) provide the Owner and Districts with copies of certified payrolls; (2) at each job site shall post a notice in compliance with the Department of Labor, informing laborers, workers or mechanics of all wage rates and supplements to be paid, the Contact information for the Department of Labor and their right to contract the Department of Labor if he or she is not receiving the appropriate prevailing wage rate; (3) include written notice on each pay stub or attachment to the pay check for all laborers, workers, or mechanics of the prevailing wage rate for their particular job classifications; and (4) shall file a certification with the Owner and Districts of any amounts due and owing to any workers.

ONGOING MAINTENANCE AND SUPPORT

As part of the proposed Network Service, the Successful Service Provider must provide ongoing maintenance and support including the following:

- A. A fully staffed and capable network operations center where all monitoring, maintenance, trouble reports and dispatch of technical support crews are managed from. The extent to which the Service Provider demonstrates that they can provide proactive circuit monitoring and reactive response to trouble reports will be considered as part of the evaluation.
- B. Service Providers are required to provide the following level of response to network trouble:
1. Priority 1 – The Service Provider is required to respond to Priority 1 situations by responding remotely in the form of an active engineer looking at the issue remotely and/or being on-site within two (2) hours (including travel time) after the Service Provider is notified of the emergency. A Priority 1 situation is defined as a major system loss in which one or more Network Locations loses the Network Service due to a failure on the Service Provider side of the demarcation point. Appropriate “loop-back” tests will be completed by BOCES prior to contacting the Service Provider to “prove-out” the BOCES-supplied equipment and facilities. The Service Provider is required to provide hourly updates until resolution.
 2. Priority 2 – The Service Provider is required to respond to Priority 2 situations by responding remotely in the form of an active engineer looking at issue remotely and/or being on-site within six (6) continuous business hours (including travel time) after the Service Provider is notified of the emergency. A Priority 2 situation is defined as any other fault other than the loss of the Network Service that disrupts network communications. Appropriate “loop-back” tests will be completed by BOCES prior to contacting the Service Provider to “prove-out” the BOCES-supplied equipment and facilities.

3. Priority 3 – The Service Provider is required to respond to Priority 3 situations within twenty four (24) continuous hours (including travel time) after being notified of the situation. A Priority 3 situation is a minor system failure or ad hoc maintenance or repair need of a scope less than that described for a Priority 2 situation. This may involve quirks or problems that do not seriously interrupt or impair network services, but need correction. The determination of whether the situation is Priority 2 or Priority 3 is left to BOCES. Appropriate “loop-back” tests will be completed by BOCES prior to contacting the Service Provider to “prove-out” the BOCES-supplied equipment and facilities.

- C. Emergency calls must be accepted 24-hours a day, 7-days a week to accept user calls regarding network problems. Specialists must be available for analyzing, troubleshooting and remedying problems. Dispatch of technical crews for on-site repair must be available 24 hours a day, at BOCES option and subject to building access, 7 days a week, New York State holidays excluded.
- D. Service Providers must maintain a critical spare parts inventory. Spare parts must be housed in a location not more than 4-hours travel time from Poughkeepsie, New York.
- E. The standard maintenance agreement must include regularly scheduled service of all network devices supplied by the Service Provider in accordance with the manufacturer’s specification of the device.
- F. The standard maintenance agreement must include regularly scheduled updates of any and all software required for devices, networking capabilities and network tools/system management supplied by the Service Provider in accordance with the manufacturer’s specification.
- G. The Service Provider must address any recurring problems in carrier-provided equipment or services by providing appropriate software patches/upgrades and/or replacement hardware components to correct such problems.
- H. Any planned outages, down-time resulting from corrective measures or maintenance must be reported to BOCES Three (3) days prior to the commencement of these corrective measures. Outages or down-time must be coordinated around school hours or as agreed to by BOCES.
- I. Maintenance shall be scheduled with BOCES or the District and performed at times to minimize Disruption of service and activity.

BILLING REQUIREMENTS

- A. All billing for the Network Service must be billed to Dutchess BOCES.
- B. It is not necessary that all locations appear on the same bill or maintain a common billing account number – although this is preferred. Billing must be able to be subtotaled by Network Site with clear indication of which School District or BOCES location each cost should be attributed to. The billing information must be presented in a manner that will allow BOCES to easily identify the specific costs for each School District (and for all School Building locations associated with that District), as well as its own costs.

- C. It is also preferred that billing be flexible for BOCES to interface with their existing accounting procedures. The types of media that are available to BOCES for receiving billing information (i.e. CD ROM, web accessible or via a management system) will be considered in the RFP evaluation.

INSTALLATION, ACCEPTANCE AND TRAINING

- A. Successful Service Providers are required to coordinate all installation activities with BOCES to meet a project implementation schedule mutually established between the parties. The anticipated schedule is represented in the table below.

Description	Dates
RFP Release	January 3, 2023
RFP Response Opening	February 1, 2023 at 11:00 a.m.
Contract Award	No later than March 1, 2023
Network Construction, Testing & Acceptance for Sites	May-June, 2023
Service Start Date	July 1, 2023
Installation of Remaining Optional Sites	As Specified in Attachments A1-A3

- B. All site evaluation work and preparation as well as all coordination, materials and labor related to network installation will be the responsibility of the Successful Service Provider.
- C. The Successful Service Provider must test all connections, equipment and configurations prior to the network being made available to the Owner or District.
- D. The successful Service Provider must provide local training to BOCES on the proper use of the Network Service hardware, software and other components two weeks prior to acceptance for the Network Sites (installation 2023).
- E. The successful Service Provider will provide instruction to staff members (as required by Dutchess BOCES) as to operating procedures of the network, problem reporting procedures and routine maintenance activities.

EVALUATION CRITERIA

All proposals will be evaluated based on the criteria set forth in this section. The award of the contract resulting from this RFP will be based upon the provisions of Section 163 (10) of the State Finance Law on the basis of best value to a “responsive and responsible Bidder”. Proposals will be evaluated utilizing the method defined below. The evaluation will be made based on the information submitted by the Respondents. The evaluator will not be responsible for Respondents that fail to include complete information or who do not adequately represent their products, systems, features, functions or capabilities using the forms and the process defined in this RFP. While attempts may be made to seek clarification from Service Providers on certain aspects of a proposal, the evaluator has no responsibility to garner this information from Respondents. Absence of information will be considered to be the absence of the relative capability, function or feature.

A. **Financial Evaluation (55%)** – Submitted pricing information for the technically compliant RFP responses will be compiled and analyzed. Bids will take into account the “total-cost-of-ownership” for each Design Alternate submitted by Service Providers. Each Bid will be ranked from the lowest cost to the highest cost with each receiving a proportional percentage of the financial award. Billing format will be considered.

B. **Suitability for Data, Voice & Video Applications to all Base Bid sites (30%)** – The technical aspects of each submission will be evaluated for the overall suitability for the data, voice and video applications that will run on the Network Service. The evaluation will include:

1. **Bandwidth availability** – For the purposes of this RFP, availability refers to the relative bandwidth that is available to each site and the capability of the proposed network design to provide guaranteed capacity for network transmissions. Applications that will potentially be able to be migrated to the Network Service will directly depend upon the availability of bandwidth. These applications may include voice- and video-over-IP, the ability to centralize servers, etc. These capabilities will benefit BOCES and the school districts both economically and from an efficiency and management perspective. Thus, the availability of network bandwidth has direct bearing on the overall value of the network.
2. **Scalability** – In addition to being functionally flexible, it is preferred that the proposed Network Service be scalable. The Network Sites range greatly in size and bandwidth need. These needs are upwardly dynamic as requirements for bandwidth at each location increase. The timeframe and magnitude of these increases are difficult to predict and will result from many different factors including the installation of networked applications, the addition of new computer labs and equipment, changes in service configurations, the introduction of voice- and video-over-IP technologies to the network, etc. The proposed Network Service will be evaluated on the demonstrated ability of the Network Service to increase incrementally with costs also advancing incrementally. It is viewed as strategically valuable to have a cost structure in place that allows for individual sites to only pay for the bandwidth capacity and capabilities needed until such time that the individual site chooses to upgrade.
3. **Redundancy** – The ability of the network to continue to sustain operation following an equipment failure or fiber cut is essential. The concept of redundancy is multifaceted and the evaluation will be based on the total concept of redundancy – from equipment component redundancy to network design redundancy. It is not expected that any Respondent will design or achieve a perfectly redundant network – the costs of such a network and/or the potential trade-off in functionality would most likely negatively impact other evaluation items in this

RFP (i.e. the cost evaluation). It is up to the respondent to balance the costs and design issues related to redundancy with the other evaluation factors in this RFP.

4. **Integration with Existing Systems/Services** – It is critical that the services requested here continue to support the technology and applications currently installed and running in the Network Site locations. Current Network Sites are set-up for 1000 TX copper hand-offs or 10 G-SR fiber hand-offs for their wide-area services. It is preferable that the Network Service support these configurations with a migration path to service beyond 10-Gigabit speeds.

C. **Prior Experience (15%)** – Each of the technically compliant RFP responses will be evaluated on the experience of the Respondent’s previous work. References may be required.

RFP SUBMITTALS

Respondents are required to provide the information as requested in the following RFP submittals as well as any additional information requested in the Design section (as applicable to the Service Provider response). It is the respondent’s responsibility to address all requested information thoroughly and to articulate clearly the benefits of the proposed Network Service in meeting the evaluation criteria established in this document. While BOCES and the project consultant may solicit additional information during the evaluation of the RFP's, BOCES will not be responsible for any omissions on the part of the Service Provider in response to this document.

For the purposes of establishing some uniformity in the responses, it is asked that Respondents submit the following.

RFP SUBMITTAL 1: DESCRIPTION OF THE NETWORK SERVICE

- A. Submit a detailed description of the Network Service components, including the technologies employed to achieve the Network Service requirements described in this document. Please include information relevant for both the Base Bid and Alternate sections if applicable.
- B. A detailed network diagram must be provided with the equipment components supplied by the Service Provider specified.
- C. Submit technical specifications and data sheets on all network equipment proposed. Please include interface options provided for Owner equipment and the demarcation point of the proposed Network Service.
- D. Provide a clear indication of the Sites that your company will extend the Network Service to and those that your company is not including in the Response to this RFP in Attachment B (“Bid Yes/No” column).

RFP SUBMITTAL 2: PRICING CONSIDERATIONS

- A. Pricing for the Proposed Network Service is multi-dimensional and highly individualized on a Carrier-by-Carrier basis. Attachment B: Request For Proposal Pricing Forms provides a sample set of pricing forms for the project. Respondents may alter these forms if the offering they propose requires it. For example, multiple sets of sheets may be required to adequately describe pricing for bandwidth increments. The following requirements for pricing submissions must be adhered to:
1. Pricing must be presented on a Site by Site basis with Base Bid and pricing offered for Optional sites as reflected in Attachments A1-A3. Providers may present “If/Then” options for pricing in the event that significant plant construction or equipment is required. For example, if there are five schools in a particular geographic area – yet only one wishes to subscribe to the service – then the cost of construction may be “X” with ongoing return revenues of “Y”. There may be efficiencies associated with serving all schools (“X” divided by 5) and cost justifiers in the additional return revenue (“Y” times 5). It is up to the respondent to present all variances in the pricing proposed in the response to this RFP.
 2. It is viewed as strategically valuable to have a cost structure in place that allows for individual sites to only pay for the bandwidth capacity and capabilities needed until such time that the individual site chooses to upgrade. The proposed Network Service will be evaluated on the demonstrated ability of the Network Service to increase capacity as needed with costs also advancing relative to that capacity.
 3. All installation, construction and other traditional “one-time” costs must be prorated in the monthly on-going price and not broken-out as a separate up-front fee.
 4. Submit pricing for contracts ending in June, 2026, with two (2), one (1) year renewal options, as specified. Other contract terms may be acceptable; contractors may submit alternative options for BOCES consideration. BOCES prefers that all contracts commence July 2023, if early termination issues are waved by the existing Contractor. All new contracts must be coterminous.
- B. Contractor must submit their valid Universal Service Administrative Company (USAC) Service Provider Identification Number (SPIN) for E-rate discount eligibility. The SPIN must be specific and appropriate for the Network Service offered.
- C. Respondents must provide information concerning the billing options that are available as described in this document. These costs can be broken out separately.
- D. Respondents must provide a master service agreement with their response, that explicitly lays out terms and conditions for the service. Specifications contained in this request for proposal will supersede any terms in the Master Service Agreement that conflict with this RFP.

RFP SUBMITTAL 3: RFP EXCEPTIONS AND RESPONSE CLARIFICATIONS

- A. Narrative responses, clarifications or exceptions to specific requirements within this document will be accepted as part of the Service Provider's response and will be given consideration. Respondents must list all relevant exceptions or clarifications in this submittal. Exceptions to the specifications will be accepted or rejected solely at BOCES discretion and based on what BOCES considers to be in its own best interest.

- B. If such exceptions are not included in the Provider's Response, it is assumed that the responding organization complies with each and every requirement outlined in this document. In the event that there is a conflict in understanding between the successful Contractor and the Owner following the contract award, the specifications in this RFP and the exceptions specified in RFP Submittal 3 will govern.

- C. This submittal also provides the respondent with the opportunity to elaborate on the elements of the proposed service that enable BOCES to achieve the advantages specified in the evaluation criteria.

RFP SUBMITTAL 4: PROPOSAL FORM

- A. Respondents must complete and sign the attached Proposal Form (Attachment C).

RFP SUBMITTAL 5: PROPOSAL CERTIFICATION

- A. Respondents must complete and sign the attached Proposal Certification (Attachment D).

QUESTIONS

Questions concerning this RFP may be submitted **via email** to Mark W. Stein at mark.stein@dcboces.org, Director of Technology, Dutchess BOCES.

Questions will be allowed at least 72 hours prior to the RFP due date. After this date and time, questions regarding this RFP will not be accepted. All questions and responses will be compiled and posted on the Dutchess BOCES website.

Thank you for your response.

**ATTACHMENT A1:
Dutchess BOCES Protected Ethernet Ring Locations
Level 1 WAN**

DISTRICT	ADDRESS	PHONE	Site Type	
BOCES Salt Point/CTI	5 BOCES Road Poughkeepsie, NY 12601		Primary Network Hub	10 Gb
Arlington High School	1157 Rt. 55 La Grangeville, NY 12540	(845) 486-4860	Secondary Network Hub	10 Gb
Dover HS / MS / District Office	2368 Rt 22 Dover Plains, NY 12522	(845) 832-4520	District Hub	1 Gb
F.D.R. High School	S Cross Rd Hyde Park, NY 12538	(845) 229-4020	District Hub	1 Gb
Millbrook HS/MS/Alden Elem/District Office	43 Alden Place, PO Box AA Millbrook, NY 12545	(845) 677-4210	District Hub	1 Gb
Webutuk HS / MS / Elem / District Office	194 Haight Rd, PO Box 405 Amenia, NY 12501-0405	(845) 373-4100	District Hub	1 Gb
Pawling High School & Middle School	30 Wagner Road Pawling, NY 12564	(845) 855-4620	District Hub	1 Gb
Stissing Mountain HS MS / District Office	2829 Church Street Pine Plains, NY 12567	(518) 398-7181	District Hub	1 Gb
Red Hook HS & Linden Ave MS	103 West Market St Red Hook, NY 12571	(845) 758-2241	District Hub	1 Gb
Rhinebeck HS / Buckeley MS / District Office	45 North Park Rd Rhinebeck, NY 12572		District Hub	1 Gb
Spackenkill High School	112 Spackenkill Rd Poughkeepsie, NY 12603	(845) 463-7810	District Hub	1 Gb
Wappingers District Office	25 Corporate Park Drive Hopewell Junction, NY 12533	(845) 298-5000	District Hub	10 Gb

Optional

Beacon High School	101 Matteawan Road Beacon, NY 12508	845-838-6900	10 Gb
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**ATTACHMENT A2:
Dutchess County BOCES Protected Ethernet Ring Locations
Level 2 WAN**

DISTRICTS	ADDRESS	PHONE	Site Type	Handoff
Arlington Central School District				
Arlington High School	1157 Rt. 55 La Grangeville, NY 12540	(845) 486-4860	District Hub	10 Gb
Beekman Elementary School	201 Lime Ridge Rd Poughquag, NY 12570	(845) 227-1800	School Building	1 Gb
Central Office at LaGrange (COL)	144 Todd Hill Rd La Grangeville, NY 12540	(845) 227-1793	School Building	1 Gb
Overlook Primary School	11 Mapleview Road Ext Poughkeepsie, NY 12603	(845) 486-4970	School Building	1 Gb
Traver Rd Primary School	801 Traver Rd Pleasant Valley, NY 12569	(845) 635-4300	School Building	1 Gb
Arthur S. May ES	601 Dutchess Tpke Poughkeepsie, NY 12603	(845) 486-4480	School Building	1 Gb
West Rd Intermediate	181 West Rd Pleasant Valley, NY 12569	(845) 635-4310	School Building	1 Gb
Noxon Road Elementary School	4 Old Noxon Rd Poughkeepsie, NY 12603	(845) 486-4950	School Building	1 Gb
La Grange Middle School	110 Stringham Rd Lagrangeville, NY 12540	(845) 486-4880	School Building	1 Gb

Titusville Intermediate School	128 Meadow Lane Poughkeepsie, NY 12603	(845) 486-4470	School Building	1 Gb
Union Vale Middle School	1657 E. Noxon Rd Lagrangeville, NY 12540	(845) 223-8600	School Building	1 Gb
Dover UF School District				
Dover HS / MS / District Office	2368 Rt 22 Dover Plains, NY 12522	(845) 832-4520	District Hub	1 Gb
Wingdale Elementary School	6413 Rt 55 Wingdale, NY 12594	(845) 832-4530	School Building	1 Gb
Dover UF Elementary School	9 School Street Dover Plains, NY 12522	(845) 877-4701	School Building	1 Gb
Hyde Park Central School District				
District Office	9 Boice Road Hyde Park, NY 12539	(845) 229-4050	School Building	1 Gb
F.D.R. High School	S Cross Rd Hyde Park, NY 12538	(845) 229-4020	District Hub	10 Gb
Hyde Park Elementary School	Albany Post Rd., Rt. 9 Hyde Park, NY 12538	(845) 229-4050	School Building	1 Gb
Netherwood Elementary School	Netherwood Rd Hyde Park, NY 12538	(845) 229-4055	School Building	1 Gb
Ralph R. Smith Elementary School	Rt 9G, Smith Court Hyde Park, NY 12538	(845) 229-4060	School Building	1 Gb
Violet Ave Elementary School	221-251 Violet Ave Poughkeepsie, NY 12601	(845) 486-4499	School Building	1 Gb

Haviland Middle School	Haviland Rd, PO Box 721 Hyde Park, NY 12538	(845) 229-4030	School Building	1 Gb
North Park Elementary School	Rt 9G Hyde Park, NY 12538	(845) 229-4040	School Building	1 Gb
Millbrook Central School District				
Millbrook MS to Elm Drive Elementary School	43 Alden Place Millbrook, NY 12545 to 12 Elm Dr, Millbrook, NY 12545-0127	(845) 677-4225	Point to Point	1 Gb
Northeast (Webutuck) Central School District				
Webutuck HS / MS / Elem / District Office	194 Haight Rd, PO Box 405 Amenia, NY 12501-0405	(845) 373-4100	District Hub	1 Gb
Pawling Central School District				
Pawling High School & Middle School	30 Wagner Road Pawling, NY 12564	(845) 855-4620	District Hub	1 Gb
Pawling District Office	Rt 22, Pawling, NY 12564	(845) 855-4600	School Building	1 Gb
Pawling Elementary	7 Haight St Pawling, NY 12564-1146	(845) 855-4600	School Building	1 Gb
Pine Plains Central School District				
Stissing Mountain Junior/Senior High School	2829 Church Street Pine Plains, NY 12567	(518) 398-7181	District Hub	1 Gb
Seymour Smith Intermediate Learning Center	45 Academy Street Pine Plains, NY 12567	(518) 398-3000	School Building	1 Gb

Cold Spring Early Learning Center	358 Homan Rd Stanfordville, NY 12581	(845) 868-7451	School Building	1 Gb
Red Hook Central School District				
Red Hook HS to Mill Rd Elementary School	103 West Market St Red Hook, NY 12571 to 9 Mill Rd Red Hook, NY 12571	(845) 758-2241	Point to Point	1 Gb
Rhinebeck Central School District	N/A	N/A	N/A	
Spackenkill UF School District				
Spackenkill High School	112 Spackenkill Rd Poughkeepsie, NY 12603	(845) 463-7810	District Hub	1 Gb
Orville A. Todd MS / District Office	15 Croft Rd Poughkeepsie, NY 12603	(845) 463-7800	School Building	1 Gb
Hagan Elementary School	42 Hagan Dr Poughkeepsie, NY 12603	(845) 463-7840	School Building	1 Gb
Nassau Elementary School	7 Nassau Rd Poughkeepsie, NY 12601	(845) 463-7843	School Building	1 Gb
Wappingers Central School District				
Roy C. Ketcham HS (Ring 1)	99 Myers Corners Rd Wappingers Falls, NY 12590	(845) 298-5100	School Building	1 Gb
District Office (Ring 1 / Ring 2)	25 Corporate Park Drive Hopewell Junction, NY 12533	(845) 298-5000	District Hub	(2) 10 Gb handoffs
James S. Evans Elementary School (Ring 2)	747 Sergeant Palmateer Way Wappingers Falls, NY 12590	(845) 298-5240	School Building	1 Gb
Vassar Road Elementary / Kinry Rd Elementary	174 Vassar Rd Poughkeepsie, NY 12603	(845) 463-7860	School Building	1 Gb

(Ring 2)				
Sheafe Road Elementary School (Ring 2)	287 Sheafe Rd Wappingers Falls, NY 12590	(845) 298-5290	School Building	1 Gb
Oak Grove Elementary School (Ring 2)	40 Kerr Rd Poughkeepsie, NY 12601	(845) 298-5280	School Building	1 Gb
Myers Corners Elementary School (Ring 2)	156 Myers Corners Rd Wappingers Falls, NY 12590	(845) 298-5260	School Building	1 Gb
Wappingers Falls Junior High School (Ring 1)	30 Major MacDonald Way Wappingers Falls, NY 12590	(845) 298-5200	School Building	1 Gb
John Jay High School (Ring 1)	2012 Rt 52 Hopewell Junction, NY 12533	(845) 897-6700	School Building	1 Gb
Brinckerhoff Elementary School (Ring 2)	16 Wedgewood Rd Fishkill, NY 12524	(845) 897-6800	School Building	1 Gb
Fishkill Elementary School (Ring 2)	20 Church Street Fishkill, NY 12524	(845) 897-6780	School Building	1 Gb
Fishkill Plains Elementary School (Ring 2)	17 Lake Walton Rd Wappingers Falls, NY 12590	(845) 227-1770	School Building	1 Gb
Gayhead Elementary School (Ring 2)	15 Entry Rd, PO Box 307 Hopewell Junction, NY 12533	(845) 227-1756	School Building	1 Gb
Van Wyck Junior High School (Ring 1)	10 Hillside Lake Rd Wappingers Falls, NY 12590	(845) 227-1711	School Building	1 Gb
Dutchess County BOCES				
BOCES Salt Point/CTI to Arlington HS Point to Point	5 BOCES Rd Poughkeepsie, NY 12601	(845) 486-4800	District Hub	1 Gb

Optional

Beacon High School	101 Matteawan Road Beacon, NY 12508	845-838-6900	District Hub	10 Gb
Rombout Middle School	84 Matteawan Road Beacon, NY 12508	845-838-6900	School Building	1 Gb
J.V. Forrestal Elementary School	125 Liberty Street Beacon, NY 12508	845-838-6900	School Building	1 Gb
Glenham Elementary School	20 Chase Drive Fishkill, NY 12524	845-838-6900	School Building	1 Gb
Sargent Elementary School	29 Education Drive, Beacon, NY 12508	845-838-6900	School Building	1 Gb
Transportation	1496 Route 9D Fishkill, NY 12524	845-838-6900	Building	1 Gb
South Avenue Elementary School	60 South Avenue Beacon, NY 12508	845-838-6900	School Building	1 Gb

**ATTACHMENT A3:
Dutchess County BOCES Protected Ethernet Ring Locations
IP Service**

DISTRICTS	ADDRESS
Internet Standby IP Service to Secondary Network Hub	Arlington HS, Lagrangeville, NY 12540

ATTACHMENT B

Non-Collusive Certification

By submission of this proposal, the contractor certifies that he is complying with Section 103-d of the General Municipal Law as follows:

(a) By submission of this proposal, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal 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 proposal 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 contractor or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and (3) no attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(b) A proposal 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 contractor cannot make the foregoing certification, the contractor shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the proposal 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 proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT C

Sexual Harassment Prevention Certification

State Finance Law §139-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of section two hundred one-g of the labor law.

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 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 two hundred one-g of the labor law.

The Bidder's signature below certifies its compliance with State Finance Law §139-I.

Bidder: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the bidder cannot make the above certification, the bidder must provide a statement with their bid detailing the reasons therefor:

**ATTACHMENT D
PROPOSAL FORM**

Regional Telecommunications Network

NAME OF CONTRACTOR: _____

UNIVERSAL SERVICE (E-RATE) SPIN _____

ADDRESS:

PREPARED BY:

TITLE:

The undersigned declares that _____ carefully examined all contract documents and forms and will furnish the Network Service in compliance with such documents for the price(s) set forth in Attachment B: RFP Pricing Forms.

The full name and address of any firm or corporation or of all persons interested in this proposal as principals are as follows:

(Signature of persons, firm or corporation)

Date: _____

Firm: _____

Address: _____

Phone: _____

Name: _____

Prepared by: _____

E-Mail _____ (Contact person for inquiries)

**ATTACHMENT E
PROPOSAL CERTIFICATION**

Firm Name: _____ Business Address _____

I. General Certification

The Contractor certifies that he will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

II. TERMINATION

The terms and conditions agreed upon on the RFP will be awarded by the DUTCHESS BOCES Board of Trustees. If at any time The BOCES does not have funds available as approved by the board this contract may be terminated upon thirty (30) days' notice to the awarded vendor by The DUTCHESS BOCES, without further penalty to The DUTCHESS BOCES.

III. CERTIFICATION AND AUTHORIZATION

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate contractor 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 proposal 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 contractor, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

IV. Debarment and Suspension Certification

To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive contractor include a certification statement with each proposal on each contract. By signing the certification statement, the contractor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each contractor to sign the certification statement and submit it with any proposal. A school authority may rely upon the certification statement submitted by a contractor unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the contractor's status relative to debarment and suspension.

Signature (Authorized) Title Date

ATTACHMENT F
IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Dutchess BOCES receive information that a person is in violation of the above-referenced certification, Dutchess BOCES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Dutchess BOCES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Dutchess BOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

ATTACHEMENT G
ED LAW 2d AFFIRMATION

Data Return and Destruction of Data -Ed Law 2d Affirmation- Any student or staff data is the property of Dutchess BOCES. The awarded vendor is responsible for protecting the privacy of any PII information in accordance with New York State Education Law 2D.

- a) PII data will remain the property of Dutchess BOCES and any student data will be returned to Dutchess BOCES at the completion of the contract and the vendor will destroy any retained records containing PII information

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

RFP REGIONAL TELECOMMUNICATION #2223-13
NON-BIDDER RESPONSE

To be received by February 1, 2023, at 11:00 AM

Company Name: _____

Authorized Signature: _____

Dutchess BOCES is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the address below.

- Insufficient time allowed for preparation of bid.
- We do not offer these goods/services.
- Insurance requirements are too restrictive.
- Bond requirements are too restricting.
- Workload does not allow us to bid at this time.
- Specifications unclear or too restrictive.
- Quantities too small.
- Other reasons: please explain below:

Please Return To:

Dutchess BOCES
Barbara Costakis, Purchasing Agent
5 BOCES Road
Poughkeepsie, New York 12601
barbara.costakis@dcboces.org