



Southern Tier West Regional Planning & Development Board

H. Kier Dirlam, Chairman
Richard T. Zink, Executive Director

Southern Tier West RP&DB

ARC 2020 POWER grant Allegany NY County Wide Broadband Request for Proposal #2; capped at \$295,000

I. Introduction

Southern Tier West Regional Planning and Development was recently awarded an Appalachian Regional Commission 2020 POWER grant to upgrade the current broadband system that exists in Allegany County New York.

This project looks to provide needed broadband infrastructure to areas not provided fiber to the home broadband solutions in Allegany County New York. Within Allegany County, there are several thousand people without adequate access to broadband. This exists even after NYS has committed to investing approximately \$450 million into fiber to the home projects across New York State. There are large areas within Allegany County left with Satellite internet as their only option. The number of address points, both residential and business left to satellite broadband, reach into the thousands across Allegany County. Currently the local fixed wireless providers have a wait list of over 1,000 people who cannot and are not being served with high-speed internet at this time.

This project is sought funding for additional radios and other related equipment to close the gap for our region's residences, small businesses, and agricultural entities that have been left with low latency, data cap driven satellite as their only option when it comes to broadband service.

II. Submission Instructions

Emailed proposals must be received by the Southern Tier West Regional Planning and Development Board no later than Friday April 9, 2021, by 1:00pm

1. Email submissions are required to be sent to:

Richard Zink at rzink@southerntierwest.org

2. Hard copies are required to be sent to:

Southern Tier West RP&DB

ATTN: Richard Zink

4039 Route 219, Suite 200

Salamanca, NY 14779

Southern Tier West representatives will be available to discuss this RFP with interested Respondents by scheduling a time with Richard Zink (rzink@southerntierwest.org, 716-945-5301 ext.2203) between the hours of 9 am and 2 pm before March 30, 2021. Also, any written questions and/or clarifications should be addressed to Richard Zink at the email address noted above. Please note that the Southern Tier West may elect to circulate such inquires and the respective responses to other possible Respondents.

The contract will be awarded to the consultant offering the most advantageous proposal, considering responsiveness to requirements, other comparative evaluation criteria outlined in this RFP, and price. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected by Southern Tier West and deemed non-responsive.

Southern Tier West reserves the right to reject any proposals in whole or in part and waive irregularities and informalities, at its sole discretion and to the extent permitted by law, if and when it is deemed to be in the best interest of Southern Tier West.

Southern Tier West accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the contractor.

All documents, pictures, and data, including GIS data, created through this project shall become the property of the Southern Tier West at no additional cost.

The project is funded through the Appalachian Regional Commission Grant funds that carry Prevailing Wage provisions and restrictions on certain foreign-sourced products. The vendor is responsible to adhere to ARC guidelines.

Project budget = \$290,000 proposals over this amount will not be considered.

III. Project

Southern Tier West is seeking capable vendors who can offer and install the broadcast equipment for deployment of Fixed Wireless Internet Services (FWIS). This project will place fixed wireless antenna(s) on public safety communication towers located within Allegany County in conjunction with the Allegany County Telecommunications Development Corporation, Allegany County and Southern Tier West. It is anticipated that the antennas will provide broadband service to residents of Allegany County on a subscription basis by the approved providers*.

*- This is for information purposes only the contractor does not need to work with or be an approved provider.

The successful contractor will be required to meet the requirements related to antennas and installation as outlined below:

Antennas and base stations with the following requirements (minimum):

1. Must support Industry standard LTE Specifications for CBRS deployment of bands 42, 43 and 48.
2. Solution must have support dual carrier mode (dual carriers per sector)
 - a. 360-degree deployment at each tower is required.
3. Each sector should be engineered to provide at least 200 mbps aggregate downstream capacity to CPE devices
 - a. Solutions must support for increasing the user capacity or have an option to upgrade without hardware replacement.
4. Each sector should be engineered to provide at least 20mbps aggregate upstream capacity from CPE devices.
5. Must offer multiple CPE configurations for residential and small commercial applications.
6. eNodeB Requirements
 - a. Must support Carrier Aggregation.
 - b. Hardware compliant with Citizens Broadband Radio Service (CBRS) 3550 - 3700 spectrum
 - c. Ability to Inject DHCP Class Identifiers (Option 43, 60, 82 , etc .) into DHCP packets
 - d. Must support IPv4 and IPv6 dual stack deployments
 - e. Downstream and upstream rate adaptation
 - f. Support for DSCP and 802.1p policy-based QOS markings
 - g. Local management option
7. Each base station must have support for GPS Synchronization
8. End to end latency less than 30 milli seconds
9. Centralized Management system for consolidated control of multiple eNodeBs to provide alarm monitoring, provisioning, and element troubleshooting.

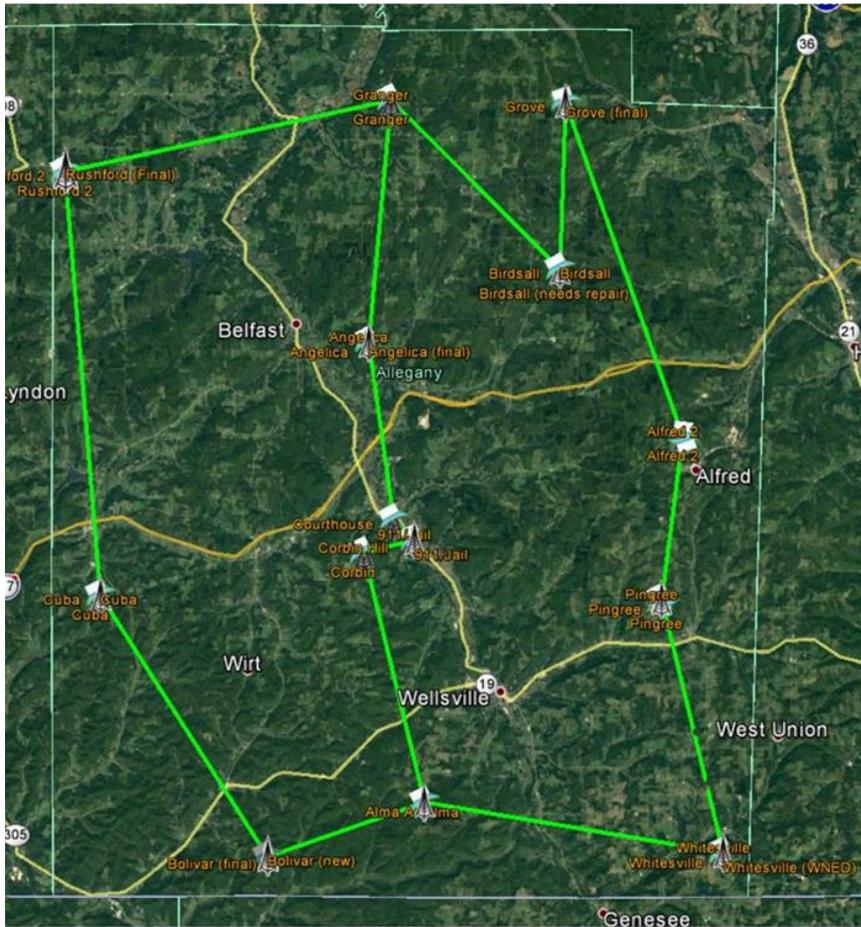
The successful contractor will also offer:

- Produce propagation maps and share these results with Southern Tier West
- Detail experience in similar deployments, along with locations and references.
- Submit with their application a summary of the required rack space, with a list of potential equipment their solution will require, as well as details regarding power requirements and HVAC needs to support their solution.

Current Tower Locations and Map:

Tower Name	GPS Location (NAD 83)
Courthouse	42 13 29.4 ; -78 02 01.6
911 / Jail	42 12 47.0 ; -78 01 01.4
Corbin	42 12 18.9 ; -78 03 28.6
Alma	42 03 23.7 ; -78 00 34.6
Bolivar	42 01 32.0 ; -78 08 04.7
Cuba	42 10 47.0 ; -78 16 11.2
Rushford	42 26 01.9 ; -78 17 54.8
Granger	42 28 32.0 ; -78 02 09.0

Birdsall	42 22 26.0 ; -77 54 01.0
Grove	42 28 26.8 ; -77 53 40.5
Alfred 2	42 16 26.0 ; -77 48 3.1
Andover / Pingree	42 10 36.6 ; -77 49 8.8
Whitesville	42 1 31.4 ; -77 46 9.3
Angelica	42 19 52.0 ; -78 03 13.6



Installation

- A. The contractor and Southern Tier West shall agree upon a proposed delivery and installation timeline prior to the start of system installation.
- B. The contractor shall be responsible for all aspects of the installation of the system.
- C. The contractor is responsible for installing all mounting equipment and new cabling required for the proposed system.
- D. All patch cords needed to complete connections shall be provided by the contractor.

- E. The contractor will be responsible for the disposal of all abandoned equipment and cabling.
- F. The equipment purchased for this RFP shall be delivered to its proper location and installed by the contractor without additional cost or expense and at the convenience and direction of Southern Tier West.
- G. All work shall comply with the applicable national, state and local codes and regulations.
- H. The contractor is responsible for securing all required licenses and permits for any work performed in connection with this RFP.
- I. The contractor shall be responsible for any damage to existing systems or structures during the installation of the system.

Documentation

A. The contractor shall deliver manufacturer provided documentation for installation, operating and maintenance for each component of the system. This documentation will include user manuals, maintenance manuals, parts list of the equipment necessary for the continued and proper preventative maintenance and repair.

Review and Selection Process/Evaluation Process:

- A.) Submittals will be reviewed by a Review Committee that will identify the most qualified proposers.
- B.) Antenna specifications will be forwarded to a separate contractor to perform analysis concerning wind load. The report provided back must be favorable in order for an award to be given to any proposal. The report and contractor analysis will be not be the responsibility of the vendor submitting the proposal, rather it is a component of the approval process by Southern Tier West.

Information to be Included in the Proposal:

- 1) Title page: show the RFP subject, name of contractor's firm, local address, telephone number, name of contact person and the date.
- 2) Letter of transmittal: limit to one or two pages with the following:
 1. Briefly state the contractor's understanding of the work to be done.
 2. Give the names of the persons who will be authorized to make representations for contractor, their titles, addresses and telephone numbers.
- 3) Give the firm's federal taxpayer's identification number.
- 4) Summary of contractor's qualifications in addition to minimum qualifications: identify partners, managers and supervisors who will work on the project.
- 5) Provide climbers names or climbing subcontractor to be utilized and licensing acquired.
- 6) Certification agreeing to the terms contained in Appendix A.
- 7) A proposed budget on per tower or entire system basis (with narrative) and timeline for the work. Include staff time, staff titles, programmatic expenses, and travel-related expenses.

- 8) The vendor must articulate benefits and features of the proposed gear, including required maintenance, support and licensing that are included and that will become an operational expense.
- 9) The vendor should detail the turn up support that will be extended during the upgrade process.
- 10) Any additional information the vendor deems necessary to address requirements of this proposal.

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the Southern Tier West RP&DB (herein after "STW").

- I. **NON-ASSIGNMENT CLAUSE**. In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of STW and any attempts to assign the contract without STW's written consent are null and void.
- II. **WORKER'S COMPENSATION BENEFITS**. In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
- III. **NON-DISCRIMINATION REQUIREMENTS**. In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- VII. **RECORD-KEEPING REQUIREMENT**. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The STW Executive Director or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
- VIII. **CONFLICTING TERMS**. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

- IX. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- X. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Cattaraugus County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- XI. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and STW shall incur no liability beyond the funds appropriated therefore.
- XII. **APPROVAL OF BOARD OF LEGISLATORS.** This contract is subject to and conditioned upon approval by the STW Board of Directors.
- XIII. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.