



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gilda Herrera
Date: 2/14/2023
Re: CEN 5-Year Contract

Contractor Name: Connecticut Education Network

Contractor Address: 55 Farmington Avenue, Hartford CT 06105

Is the contractor a Minority or Women Owned Small Business?

Renewal or Award of Contract/Agreement? Yes

Total Amount of Contract/Agreement and the Hourly or Service Rate -Total Contract amount for 5-years without E-Rate \$400,380; Total amount with E-Rate \$40,038

Funding Source & Account #:19047200-52265 Telecommunications\Internet

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. **What specific service will the contractor provide:** to provide internet services for all schools and administrative office in the New Haven Public School District from July 1, 2023 to June 30, 2028. The total cost for the five-year contract is \$400,380 before the federally funded E-Rate program is applied. The total cost to the Board of Education is anticipated to be \$40,038 after the federally funded E-Rate program is applied.
2. **How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:** RFP E-Rate 470 # 230011641. Letter of intent provided to CEN pending approval, see attached letter.
3. **If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** Yes
4. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?** No
5. **If this Contractor is New has cost for service increased from previous years? If yes, by how much? No, will save total of \$7,002 per year.**
6. **Is this a service existing staff could provide? Why or why not?** No



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education

AND

State of Connecticut

NHPS Department of Information Technologies

This Agreement entered into on the 1st day of July 2023, effective (*start date no sooner than the day after Board of Education Approval*), on the 30th day of July 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, State of Connecticut located at, 450 Columbus Boulevard, Suite 1101, Hartford CT 06103 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required in period of July 1, 2023- June 30, 2028 in the amount of \$400,380 before federal E-Rate funding applied; \$40,038 after E-Rate funding applied.

The maximum amount the contractor shall be paid under this agreement: (\$400,380).
Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by Data Processing **Program** of the New Haven Board of Education, **Account Number:** 190-47200 -52265 **Location Code:** 190
TELECOMMUNICATIONS\INTERNET

This agreement shall remain in effect from July 1st, 2023 to June 30th, 2028.

SCOPE OF SERVICE: *Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).* **See F&O Exhibit A_ New Haven SD 470 # 230011641 DIA Proposal rev A_ with IPAddresses**

Exhibit A: Scope of Service: *Please attach contractor’s detailed Scope of Service with all costs for services including travel and supplies, if applicable. Attached*

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education ***prior to service start date.*** Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Contractor Signature

President
New Haven Board of Education

Date

Date

Contractor Printed Name & Title

Revised: 12/3/19



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.



Dedicated Internet Access Bundle Proposal



New Haven School District Request for Proposal

Internet Services

January 30, 2023

Paul Tarsa
Member Services Manager
Connecticut Education Network
860.622.4573
paul.tarsa@uconn.edu

January 30, 2023

Gilda Herrera
Director of Technology
New Haven School District
54 Meadow Street
New Haven, CT 06519

Dear Gilda,

CEN is pleased to present the New Haven School District our proposed solution in response to your RFP: Category 1 Internet Access, 470 #230011641. CEN is a USAC registered service provider, SPIN #143.049.066.

This proposal package will provide you and your team a personalized profile of the proposed solution, the **CEN Dedicated Internet Access (DIA) Bundle**, including:

- Pricing for terms of 1-5 years
- Itemized bundled services
- Solution comparison vs. competitive offerings

As a member-driven, public enterprise, CEN and its community members have worked together for more than 20 years to provide much more than commodity Internet access. With a primary focus on providing value to Connecticut research and education organizations, the results of the CEN member-driven model include: a network designed for performance and scale, a DIA product bundle tailored to the needs of K-12, a locally focused support team providing service 24x7, and a community of IT professionals collaborating across multiple forums for the betterment of Connecticut students, families, educators, towns, and cities. Read more about the recent collective results of the CEN community in the [2021 CEN Annual Report](#).

CEN understands this process can be complex with multiple providers offering various technology options. CEN's solution provides a bundle model of product and services designed for K-12 that goes well beyond basic Internet access. For example, CEN's DDoS Protection Service is included in the bundle at no additional cost. As a standalone product, it would cost thousands of dollars. CEN's Member Services and Technical Services teams are ready to review with you your district's requirements to help you settle on the right solution.

We appreciate your membership and look forward to continued growth and improvement together.

Paul Tarsa
CEN Member Services Manager

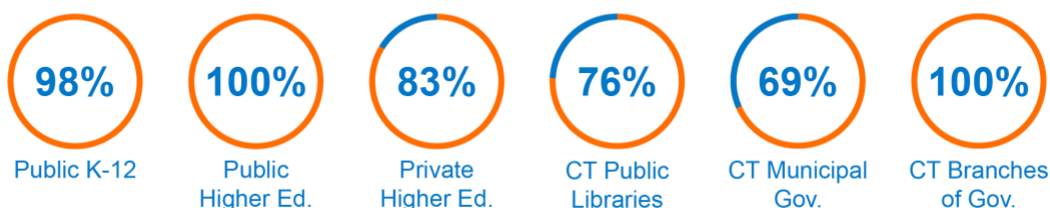
Why choose CEN?

Trust

CEN is the Internet provider of choice for Connecticut's K-12, higher education, and public sectors.

For over 20 years, CEN has earned the title of "Connecticut's Trusted Internet Partner" providing high performance network, security, and Internet services to over 650 member organizations. With approximately 3,200 optical fiber route miles extending into every Connecticut community, CEN connects:

1.8 Million Citizens Served



Quality

CEN is designed to meet or exceed the high standards of the research and education communities.

CEN's scalable, resilient network design offers an unmatched combination of performance attributes for speed, latency, reliability, and security. Highlights of CEN's product specification profile include:

- 99.99% Uptime
- < 20 ms On-net latency
- Dedicated, symmetrical bandwidth with burstability to full handoff speed
- Dual, east-west fiber connectivity

Value

CEN's DIA product provides more value with bundled services than other Internet providers' products.

CEN's cost recovery business model is unique among Connecticut Internet providers. This model makes possible the combination of competitive pricing, custom tailored services, and larger feature sets compared to other for-profit Internet providers. The table below, CEN DIA Bundle – Features and Services provides a summary of the significant value-add in CEN's DIA Bundle. K-12 custom tailored services in the CEN DIA Bundle at no additional cost include:

- DDoS Protection
- Children's Internet Protection Act (CIPA) compliant web filtering
- Managed router
- Cloud Connect to Amazon Web Services (AWS), Microsoft Express Route (MER), Google Cloud Platform (GCP), and Oracle Cloud Infrastructure (OCI)
- Consortium contracts (e.g., Securly, iboss)

Service

CEN's team is focused on Connecticut, 24x7x365.

CEN's team is based in Hartford and backs its members around the clock with its Network Operations Center (NOC). Members have direct access to all team members for the most consistent, local, expert service available.

Community

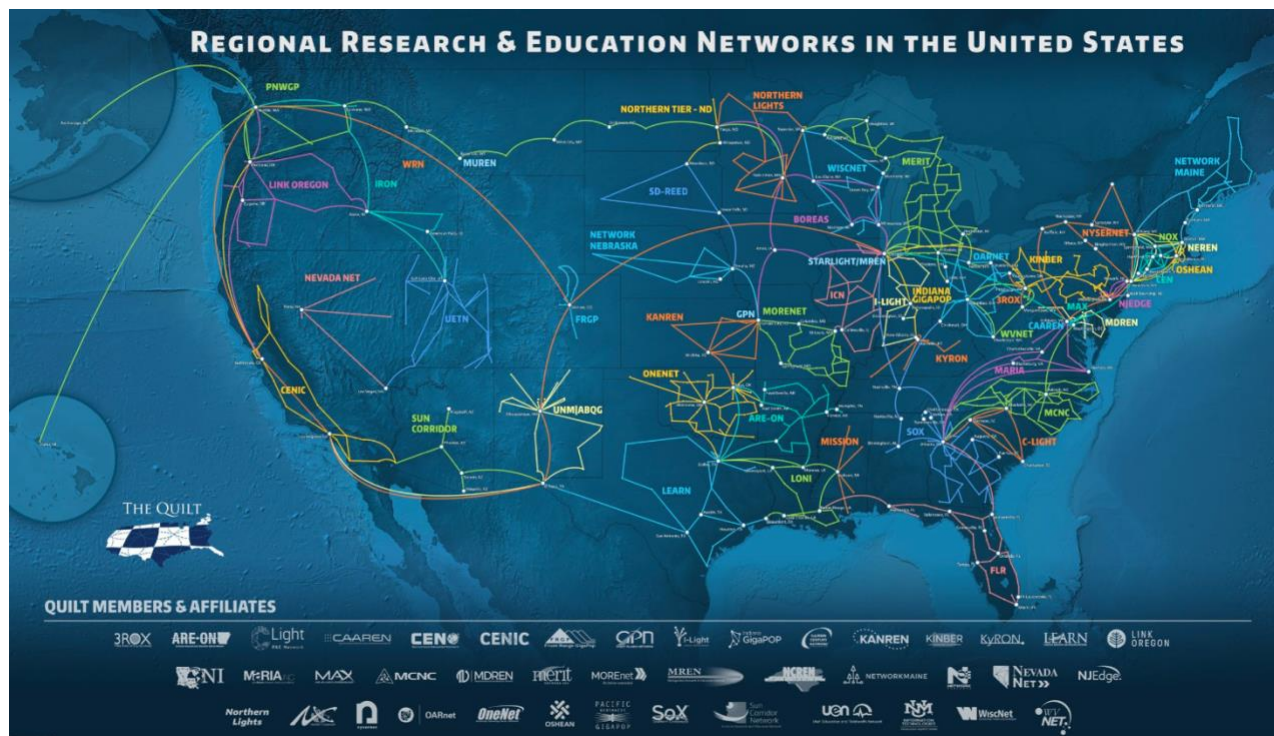
CEN's high level of member (customer) engagement due to its organizational structure and operational model distinguishes it from all other for-profit Internet providers.

CEN develops and derives its products and services in partnership with its member organizations through a multitude of forums including:

- Engagement and Development Advisory Council
- Service Management and Technical Advisory Council
- Annual Member Conference
- Member Training Events



Extending this community model nationwide, CEN is a member of [The Quilt](#), which enables collaboration with dozens of similar regional R&E (Research & Education) networks extending across the country to develop, deploy, and operate advanced cyberinfrastructure that enables innovation in research and education.



CEN's Dedicated Internet Access (DIA) Bundle product includes a large suite of features and services at no additional cost. Please consider their value when comparing the CEN DIA Bundle to alternative products. In many cases, the features and services listed below are not available from alternative providers, or they are only available at a significant up-charge.

Service Category	Service / Feature	CEN DIA Bundle
Fiber Circuit Performance	Dual, east-west connectivity (Meadow St site)	Included
	Managed router	Included
	Ability to burst to line speed	Included
	Cloud connectivity to AWS, MER, GCP, OCI	Included
	Ultra-low latency	Included
	No oversubscription (ratio 1:1)	Included
	Dedicated bandwidth	Included
	IPv4 subnets (/29)	Included
	IPv6 subnets (/48)	Included
	DNS hosting	Included
Security	DDoS protection	Included
	CIPA web filtering	Included
	DNS firewall	Included
Community Collaboration	Member training events and Annual Member Conference	Included
	Consortium pricing	Included
Management & Monitoring	24x7x365 Proactive Monitoring	Included
	No data caps and no charge for overages	Included

CEN DIA Bundle Solution Pricing - New Haven School District

CEN is pleased to provide the following products and pricing. All pricing is 100% E-Rate eligible, Category 1. Contract terms of 1-5 years are available for the Meadow Street site; terms of 3 or 5 years are available for Blatchley Ave. site. Terms of 5 years for bandwidth tiers of 1Gbps - 10 Gbps include discounted pricing as shown below.

Location: 54 Meadow Street, New Haven, CT

Products and Services	Bandwidth (Mbps)	Handoff Speed (Mbps)	Quantity	Term (months)	Monthly Recurring Cost (MRC)
CEN DIA Bundle, option 1	10,000	10,000	1	12-48	\$3,920
CEN DIA Bundle, option 2	10,000	10,000	1	60	\$2,850

Location: 255 Blatchley Ave, New Haven, CT

Products and Services	Bandwidth (Mbps)	Handoff Speed (Mbps)	Quantity	Term (months)	Monthly Recurring Cost (MRC)
CEN DIA Bundle, option 3	10,000	10,000	1	36	\$4,990
CEN DIA Bundle, option 4	10,000	10,000	1	60	\$3,695
IPv4 Addresses /26	n/a	n/a	1	36 or 60	\$128

New Haven SD Bundle Services included in pricing:



DDoS Protection



Dedicated Internet



Managed Router



Dual, East/West
Connectivity
(Meadow St. site)



24 x 7 x 365
Monitoring



IPv4 Addresses
(64.251.51.0/26 - Meadow
St. site)

/48 IPv6 Addresses



DNS



[eduroam](#) Wireless
Internet Access
Service

Additional Bundle Services available to New Haven SD, included in pricing, opt-in:



DNS Firewall



Cloud Connect
(AWS, Microsoft,
Google, Oracle)



Private Ethernet



CIPA Web Filtering

CEN Membership includes:



Annual Member
Conference



Member Training
Events



Consortium Contracts



NEW HAVEN PUBLIC SCHOOLS
54 Meadow Street, New Haven Connecticut 06519

2/3/2023

Connecticut Education Network
State of Connecticut
Dept. Of Administrative Services-AR Section
450 Columbus Boulevard, Suite 101
Hartford CT 06103

This letter will confirm our decision to purchase CEN Dedicated Internet Access (DIA) Bundle from Connecticut Education Network company during the next five E-Rate funding years (7/1/2023 to 6/30/2028) in the amount of \$80,076 per year as specified in the attached specifications and price quotation(s) for 54 Meadow Street and 255 Blatchley Ave, New Haven, CT.

10G at 54 Meadow	\$2,850 per month
10G at Blatchley	\$3,695 per month
IP address	\$ 128 per month

Total monthly	<u>\$6,673</u>
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This letter is a legally binding agreement to purchase the aforementioned products/service in accordance with E-Rate rules, and purchase will be dependent upon the following conditions:

1. Final approval of next year's fiscal budget (Finance & Operation Committee Approval)
2. Contract confirmation by next year's school board and Alder Approval.
3. Award of associated E-Rate funding
4. Vendor will provide SPI credits on all invoices for Equipment and services.
5. The District reserves the right to reduce the project to meet District needs.

We look forward to working with Connecticut Education Network on this project.

Sincerely,

Gildemar Herrera
Information Technology Director, NHPS

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the state you must write a Resolution)
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input type="checkbox"/>	Supporting Documentation (if applicable)
<input type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: February 13TH, 2023

Meeting Submitted For: February 21ST, 2023

Regular or Suspension Agenda: Regular

Submitted By: Gildemar Herrera, Information Tech Director, NHPS

Title of Legislation:

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE BOARD OF EDUCATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH THE STATE OF CONNECTICUT EDUCATION NETWORK TO PROVIDE INTERNET SERVICES IN THE AMOUNT \$400,380 BEFORE THE FEDERAL ERATE DISCOUNT OF NINETY PERCENT (90%) IS APPLIED

Comments: Legistar File ID: LM-2023-0087

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

Call (203) 946-7670 or email bmontalvo@newhavenct.gov with any questions.

FISCAL IMPACT STATEMENT

DATE:	February 13, 2023		
FROM (Dept.):	Information Technology Office, NHPS		
CONTACT:	Gildemar Herrera, Director	PHONE	(475) 220-1000 main

SUBMISSION ITEM (Title of Legislation):

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE BOARD OF EDUCATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH THE STATE OF CONNECTICUT EDUCATION NETWORK TO PROVIDE INTERNET SERVICES IN THE AMOUNT \$400,380 BEFORE THE FEDERAL ERATE DISCOUNT OF NINETY PERCENT (90%) IS APPLIED

List Cost: Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	GENERAL	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
A. Personnel				
1. Initial start up				
2. One-time				
3. Annual				
B. Non-personnel				
1. Initial start up				
2. One-time				
3. Annual				

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO	<input type="checkbox"/>
YES	<input type="checkbox"/>

1. One-time
2. Annual

Other Comments:

NOTICE OF INTENT

**NOTIFICATION TO THE BOARD OF ALDERMEN REGARDING PROPOSED GRANT
AND CONTRACT APPLICATIONS TO BE MADE BY THE CITY OF NEW HAVEN
DURING THE PERIOD:**

PROGRAM NAME:

☐ NEW ☐ CONTINUATION
(Check One of the Above)

FUNDING LEVEL AVAILABLE TO PROJECT:

FUNDING SOURCE:

PURPOSE OF PROGRAM:

BRIEF SUMMARY OF CITY'S PROPOSAL:

MATCH REQUIREMENT FROM GENERAL FUND (if any):

ALLOWABLE INDIRECT COST:

DEPARTMENT SUBMITTING APPLICATION:

CONTACT PERSON:

DATE:

A ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE BOARD OF EDUCATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH THE STATE OF CONNECTICUT EDUCATION NETWORK TO PROVIDE INTERNET SERVICES IN THE AMOUNT \$400,380 BEFORE THE FEDERAL ERATE DISCOUNT OF NINETY PERCENT (90%) IS APPLIED

WHEREAS, Section 2-376 (A) of the Code of General Ordinances, “Unless expressly authorized by law or by vote of the board of Alders, the city shall not be bound by any contract executed after one (1) year from the date thereof. The board of ALDER's prior approval is necessary for any city contract that does not go to bid that costs more than one hundred thousand dollars (\$100,000.00)”; and

WHEREAS, The Board of Education is seeking approval to enter into a five-year agreement with State of Connecticut Education Network for internet services at 54 Meadow and 255 Blatchley Ave ;and

WHEREAS, The total cost for the five year contract is \$400,380 before the federally funded E-Rate program is applied; and

WHEREAS, The total cost to the Board of Education is anticipated to be \$40,038 after the federally funded E-Rate program is applied.

NOW, THEREFORE, BE IT RESOLVED by the New Haven Board of Alders that the Board of Education be authorized to enter into a five-year agreement with State of Connecticut Education Network in a total amount of \$400,380 before the E-Rate, with a total cost of \$40,038 after the application of E-Rate is applied.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

ALL

WARD # ALL

DATE: **February 13TH, 2023**

FROM: Department/Office Information Technology, NHPS

Person

Gildemar Herrera, Director

Telephone (475) 220-1000 main

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders in the near future:

Title of the Legislation

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE BOARD OF
EDUCATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH THE STATE OF
CONNECTICUT EDUCATION NETWORK TO PROVIDE INTERNET SERVICES IN THE
AMOUNT \$400,380 BEFORE THE FEDERAL ERATE DISCOUNT OF NINETY PERCENT
(90%) IS APPLIED

Check one if this an appointment to a commission

☐ Democrat

☐ Republican

☐ Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alder(s); sponsoring department; attached to submission to Board of Alders.