

REQUEST FOR PROPOSALS
For
WIDE AREA NETWORK
TELECOMMUNICATIONS

RFP #27-RIC2

Board of Cooperative Educational Services
Monroe #1 BOCES
41 O'Connor Road
Fairport, NY 14450

MONROE #1 BOCES
ATTN: Tiffany Torres, Purchasing Agent
1000 Pittsford-Victor Road
Pittsford, NY 14534
Telephone: 585-383-6604
Email: tiffany_torres@boces.monroe.edu

RECEIPT CONFIRMATION FORM

RFP NUMBER: 27-RIC2
TITLE: Wide Area Network Telecommunications

Please complete and return this confirmation form as soon as possible. If you plan to submit a proposal, return of this form will ensure that you will receive all further communication regarding this RFP. Please note the complete solicitation, including with all addenda, attachments, appendices, and amendments, will be attached in the E-Rate Productivity Center (EPC) under Form 470 Number 270000619.

Company Name: _____

Address: _____

Contact Person: _____

Title: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

City: _____ State: _____ Zip Code: _____

I authorize the Monroe #1 BOCES to send further correspondence that the BOCES deems to be of an urgent nature by the following method:

E-Mail: _____

Other: _____

MONROE #1 BOCES
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NON-PROPOSER RESPONSE
RFP #27-RIC2 WAN Telecommunications

Monroe #1 BOCES is interested in the reasons why vendors choose not to respond to our RFPs. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet specifications or Scope of Services.
- ☐ Insurance requirements are too restricting.
- ☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Project not suited to firm.
- ☐ Insufficient time allowed for preparation of proposal.
- ☐ Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO PROPOSERS
RFP #27-RIC2

The Board of Cooperative Educational Services 1st Supervisory District of Monroe County, in accordance with Section 103, 104b and 119-0 of the General Municipal Law, hereby invites the submission of sealed proposals for RFP# 27-RIC2 for Wide Area Network (WAN) Telecommunications.

RFP documents may be downloaded from the E-Rate Productivity Center (EPC) or may be obtained by contacting the Monroe One BOCES Purchasing Agent directly at tiffany_torres@boces.monroe.edu.

Proposals shall be received by Friday, October 30, 2026 at 2:00 P.M. local time at the Monroe One BOCES District Office, 1000 Pittsford-Victor Road, Pittsford, NY 14534.

Tiffany Torres
Purchasing Agent

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

**REQUEST FOR PROPOSALS
RFP #27-RIC2
WIDE AREA NETWORK TELECOMMUNICATIONS**

RFP DISTRIBUTION - IMPORTANT NOTICE

The Board of Cooperative Educational Services 1st Supervisory District of Monroe County, also known as “Monroe #1 BOCES”, officially distributes RFP documents through the Monroe #1 BOCES Purchasing Department Office. Because this procurement will be used to request E-Rate funding, all related RFP documents will also be posted in the E-Rate Productivity Center (EPC) at <https://forms.universalservice.org/portal/login> under Form 470 Number 270000619. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain RFP documents from the Monroe #1 BOCES Purchasing Department or EPC are guaranteed to receive all information relating to modification to the solicitation, if such information is issued.

If you have obtained this document from a source other than the Monroe #1 BOCES Purchasing Division or EPC, it is strongly recommended that you obtain an official copy.

SECTION 1: INTRODUCTION AND PURPOSE

- 1.1 The Monroe Regional Information Center (Monroe RIC), a division of BOCES, located at 11 Linden Park, Rochester, NY 14625 is a consortium of school districts as well as a computer systems integrator and customer support center for 19 public K-12 school districts in upstate New York and two BOCES. Among the services the Monroe RIC offers to our school districts is telecommunications services contracting.
- 1.2 On behalf of the Monroe RIC, Monroe #1 BOCES is seeking proposals for Wide Area Network Telecommunications transport/connectivity to connect two buildings within the Brockport Central School District.
- 1.3 Through this RFP for telecommunications transport services, BOCES seeks multiple options for a within-district network connection.

SECTION 2: SCHEDULE

- 2.1 The anticipated schedule of key events with regard to this RFP is as follows:

RFP Issued	September 28, 2026
Request for Content Clarification Deadline	October 15, 2026
Proposal Submission Deadline	October 30, 2026 by 2pm
Anticipated Contract Term	July 1, 2027 – June 30, 2030

- 2.2 BOCES reserves the right to revise these dates.

SECTION 3: RECEIPT OF PROPOSALS

- 3.1 Proposals must be received no later than 2:00 P.M. local time on Friday, October 30, 2026, by the method described below:

a. Physical Submission

One (1) set of proposal documents, along with one (1) electronic copy on USB drive, must be submitted, sealed in an opaque envelope or other secure packaging, clearly marked with the name and number of the Proposal and the name and address of the Proposer, at the following address:

Tiffany Torres
Purchasing Agent
Monroe #1 BOCES
1000 Pittsford-Victor Road
Pittsford, New York, 14534

The electronic copy shall be considered the prevailing and correct copy should discrepancies exist among the submitted documents.

3.2 Unexpected Closures Due to Weather, Emergencies

In the event that the Monroe #1 BOCES purchasing office is closed on the scheduled day and/or time of the proposal submission deadline, the proposal submission deadline shall be automatically rescheduled for the same time, on the next day that the Monroe #1 BOCES purchasing office is open.

SECTION 4: GENERAL CONDITIONS

- 4.1 The Proposal submitted by the individual Proposer(s) is the document upon which BOCES will make its initial judgment regarding the Proposer's qualifications, understanding of the scope and objectives, methodology, and ability to complete services under the contract.
- 4.2 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by BOCES to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the BOCES, or for participating in any selection interviews.
- 4.3 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 4.4 BOCES reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

- 4.5 BOCES reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 4.6 BOCES may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 4.7 Proposals will be examined and evaluated by the Monroe Regional Information Center (Monroe RIC).
- 4.8 During the evaluation of Proposals, the BOCES may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.
- 4.9 As part of cost proposal evaluation, the BOCES reserves the right to request best and final offers. In the event the BOCES exercises this right, all responsive Proposers will be asked to provide a best and final offer.
- 4.10 Proposals submitted shall remain valid for a minimum of 180 days.
- 4.11 Proposals shall be signed, either in ink or by e-signature, by an authorized officer of the company / organization.
- 4.12 Conditional Proposals will not be accepted.

SECTION 5: QUALIFICATION OF PROPOSER

- 5.1 Eligible Proposers are telecommunications carriers with the ability to establish connectivity among sites named, and at speeds as outlined, within this RFP.
- 5.2 For every site proposed, the Proposer must guarantee that the end-to-end connection will be established on a single network. In instances where multiple networks must be used to establish connectivity, the Proposer must handle all subcontract arrangements with other carrier(s) on district's behalf.
- 5.3 Proposer must provide a minimum of three (3) client references from contracts of similar nature and scale. Reference list must include at least one New York school district, Regional Information Center (RIC) or BOCES. During evaluation of proposals, BOCES reserves the right to contact additional known customers for references.
- 5.4 BOCES may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer must furnish to the BOCES, within five (5) days of a request, all such information and data for this purpose as may be requested. BOCES reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the BOCES that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

SECTION 6: TERM OF CONTRACT

- 6.1 The award issued pursuant to this RFP shall be for a period beginning on July 1, 2027.

- 6.2 Through this RFP, BOCES seeks to establish pricing options for 1-year and 3-year contract terms. The contract start date is defined as the commencement of billing for any given implementation. Contract end dates should target June 30th of the calendar year.
- 6.3 The terms of this RFP shall apply to the full duration of every project implementation for which billing commences during the RFP award period. The contract term for a particular implementation for which billing commences during the RFP award period may extend beyond the end date of the RFP award (June 30, 2030) for a period not to exceed three years.

SECTION 7: SCOPE OF SERVICES

- 7.1 BOCES is seeking to compare “leased lit fiber” to “dark fiber” connectivity from point A to point Z locations as outlined in this RFP via Exhibit A-8. Dark fiber maintenance must be included.

Typical delivery for a circuit will be two (2) strands of Single Mode fiber terminated as LC standard connectors. For dark fiber installations, Customer (BOCES) will provide the optics and all associated network equipment on the A and Z location ends.

Dark fiber circuits are intended for the sole use of BOCES with no shared access by other customers. Data transmitted via these circuits is private and will not be visible or accessible by others.

Maintenance for Dark Fiber

All dark fiber responses require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of third-party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support Applicant fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients. For leased dark fiber offerings, it shall be assumed maintenance costs are included in the monthly lease fee. Fee structures that separate maintenance costs must explicitly state this and provide itemized costs.

Successful bidders will provide physical path maps and operational distances in kilometers to BOCES for all contract circuits.

All solutions must terminate service or infrastructure at the demarcation point specified in this solicitation. Solutions that only bring service to the property line but not to the demarcation point are unacceptable. The agreement must terminate service at an MDF designated by the Applicant. The Offeror must specify the exact demarcation setup included in the base fees, such as wall-mounted CPE and CAT6a handoff, rack mount patch panel, etc.

Telecommunications carriers are requested to submit firm, fixed monthly pricing proposals incorporating multiple options for connectivity.

- 7.2 BOCES may establish multiple awards pursuant to this RFP which will provide a menu of options for connectivity and price points, with the objective of obtaining the service that best fits the technical needs and financial budgets of districts at the time of implementation. For both categories, BOCES wishes to consider proposals for 10 Gbps telecommunications transport speeds for multiple contract term lengths (1-year, 3-year). Vendors should indicate their ability to deliver multiple circuits to the same location.

7.3 No Termination or Change Service Fees

- a. Contractor must not impose any termination fees for services provided under this award, including termination prior to a service order end date.
- b. Contractor must agree that either of the parties may terminate the agreement at any time and for any reason upon ninety (90) days prior written notice to the other party.
- c. Contractor must not impose any fees for changing an existing service (such as an upgrade or downgrade of plan).

7.4 Alternate Technologies

In addition, proposals are requested for any other technical or design options for connectivity which are beyond those outlined in this RFP. Examples may include, but are not limited to, technologies like lit fiber, mesh configuration, point-to-multipoint, multi-protocol label switching, etc.

- 7.5 It is understood that Proposers may need to establish new connectivity to submit pricing for required circuits. Please enter any Non-Recurring Charges and special construction costs in their respective cells on the pricing sheet.

7.7 Disaster Recovery Connectivity

Not applicable to this RFP.

7.8 Technical Requirements – Network Design

- a. Telecom Carriers are required to provide portal access for statistical information and details for technical historical purposes to the School District Technical Staff, BOCES Technical Staff, and Monroe RIC technical staff.
- b. Telecom Carriers are required to provide automated alerting to Monroe RIC technical support staff and Helpdesk Support Staff.

7.9 Billing Requirements

- a. Successful Proposers are required to provide “Firm Order Commitment” documentation prior to installation process. If any conflict should arise between awarded vendor’s terms and conditions and those of this RFP, terms of the BOCES RFP will prevail.

- b. Successful Proposers are required to provide “Service Notice of Completion” documentation prior to start of billing process.
- c. Customer support must be available via a representative accessible 8:00 a.m. – 4:00 p.m. Monday-Friday.
- d. Successful Proposer must provide a dedicated representative for billing issues and shall define established escalation procedures for problem resolution within the proposal submission.
- e. Quarterly bill review schedules must be established and documented by the Successful Proposers.
- f. Online portal access for billing review must be provided to Monroe RIC Staff.
- g. Successful Proposers may be asked to participate in a billing and invoicing coordination meeting with BOCES Business Office staff within 60 days of initial invoicing.

7.10 Portability Options

There is a need to ensure “portability” options for the School Districts, BOCES, and Monroe RIC for the connections being considered. If a contracted building or facility is directed to move to another location, there should be no contract termination penalty for this connection of a new location. It is understood there may be additional construction costs as part of this relocation, but this will be a separate work request with agreed-upon quoted costs.

7.11 Single Contract per Connection

Proposer must guarantee that for each site proposed, end to end connection will be established on a single contract. In instances where multiple networks must be used to establish connectivity, the Proposer must handle all subcontract arrangements with other carrier(s) on district’s behalf.

SECTION 8: COST PROPOSAL:

- 8.1 Proposer shall submit a cost proposal for the services described above in Section 7, Scope of Services, including completed Exhibit A-8 which is included with this RFP.
- 8.2 The cost proposal shall detail the fee structure for the Proposal and shall identify all potential costs for which the BOCES would be responsible under the contract. Hourly rates, ancillary and reimbursable costs shall be clearly itemized, if not included in other components of the cost proposal.

SECTION 9: PROPOSAL SUBMISSION FORMAT

- 9.1 In order for the BOCES to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal, as adherence to this format is critical for BOCES’ evaluation process:

I. TITLE PAGE AND TABLE OF CONTENTS

- A. The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.
- B. The Table of Contents must indicate the material included in the proposal by section and page number.
- C. Provide the name and title of person(s) authorized to bind the Proposer in a contractual agreement with the BOCES. Provide his or her office address, email address, and telephone number.

II. QUALIFICATIONS AND EXPERIENCE

The Qualifications / Experience section must address the Proposer's qualifications and experience to carry out the requested services. At a minimum, Proposer shall address the following:

- A. Detail your firm's experience in the providing of telecommunications connectivity.
- B. Identify your firm's key professional staff members who will be involved in the BOCES engagement. Briefly describe the experience each possesses as it pertains to the proposed services or provide a resume for each.
- C. Provide any additional information that would distinguish your firm in its service to Monroe #1 BOCES.

III. REFERENCES

- A. Provide a minimum of three (3) client references for whom similar services have been provided within the last five (5) years. Reference list should include at least one reference from a New York school district or BOCES for whom E-Rate eligible services have been provided.
- B. For each reference listed, provide:
 - Client's business name and address
 - Nature of the project/ contract
 - Dates of the engagement
 - Name and contact information of an individual whom the BOCES may contact to discuss your performance

IV. PLAN IMPLEMENTATION

The Plan Implementation Section must address the Scope of Services and detail the Proposer's planned approach to deliver the requested services.

V. COST PROPOSAL

The Cost Proposal Section must include all costs associated with the Proposer's plan to carry out the requested service. The Cost Proposal Form furnished with the RFP document, including all Exhibits and Appendices, must be included in this section.

This RFP includes the Pricing Proposal Form (Exhibit A-8) in electronic format. When submitting the proposal, the Proposer must return the completed Form in the Excel format provided.

VI. CONTRACT TERMS

Submit a copy of your standard service agreement or form of contract for review and evaluation by the BOCES general counsel. Any contract terms conflicting with the provisions of this Request for Proposals should be redacted.

SECTION 10: PROPOSAL EVALUATION

- 10.1 Proposals received will be evaluated by a committee with representation from the Monroe RIC. Proposals shall be evaluated based upon the following:

CRITERIA	POINTS
Proposed cost of E-rate eligible services	35
Proposer qualifications including experience, service history, references	30
Transition and operational continuity considerations	15
Clarity and quality of proposal submission	10
Additional Vendor Agreements, Terms and Conditions (full point value will be awarded if no additional agreement, terms and conditions are imposed)	10

- 10.2 Proposals will be examined and evaluated by the Monroe RIC, with the advice of the Monroe #1 BOCES Purchasing Agent, to determine whether the requirements of this RFP are met and to make a recommendation to the Monroe #1 BOCES Board of Education for a Resolution.
- 10.3 Proposers may be invited by the Monroe RIC evaluation committee to an interview in which the proposers are asked to provide an overview of their proposal and answer clarifying questions.

SECTION 11: CONTRACT/ AGREEMENT

- 11.1 The successful Proposer's proposal submission, when accepted by BOCES either by formal letter or acceptance of purchase order, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the proposal documents. Successful Proposers may also be required to sign a form of contract which includes the terms of this proposal, as well as the final terms and conditions that may result in the negotiation between BOCES and the respondent. Any and all ambiguities in RFP documents, RFP awards, contracts, or related documents, including, shall be construed in favor of BOCES.
- 11.2 BOCES shall generate a purchase order(s) or award letter to the successful respondent. The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of BOCES.

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

SECTION 12: INDEMNIFICATION

- 12.1 To the fullest extent permitted by law, the Contractor agrees to hold harmless, indemnify and defend the Board of Cooperative Educational Services 1st Supervisory District of Monroe County, all its employees/representatives, and all participating school districts, from and against all claims, damages, losses, and expenses (including, without limitations, legal expenses on a solicitor and client basis) arising out of, or in consequence of, any and all acts, omissions, or negligence of the Contractor. Further, the Contractor agrees to hold harmless, indemnify and defend the BOCES, all its employees/representatives, and all participating school districts from and against all suits, actions and proceedings by whomsoever made, brought, or prosecuted, and in any manner based upon, arising out of, related to, occasioned by, or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right, by the articles, methods, processes, or act employed by, or plans, drawings, specifications or other written data provided by the Contractor or its employees in concert with providing services.

SECTION 13: REQUESTS FOR CONTENT CLARIFICATION

- 13.1 All inquiries with respect to this Request for Proposals must be directed to the BOCES Purchasing Agent as follows:

Tiffany Torres
1000 Pittsford-Victor Road
Pittsford, NY 14534
Email: tiffany_torres@boces.monroe.edu

- 13.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda attached to the Form 470. Questions received after the final request for content clarification deadline will not be answered. The BOCES will be bound only by responses given by formal written Addenda.
- 13.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach BOCES employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 14: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 14.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

- 14.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the BOCES and promptly thereafter demonstrates to the reasonable satisfaction of the BOCES that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 14.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the BOCES Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:
- (a) Worker's Compensation and Employer's Liability Insurance: A policy or policies providing protection for Employees in the event of job-related injuries.
 - (b) Automobile Liability Insurance: A policy or policies of insurance with the limits of not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any owned, hired or leased automobile.
 - (c) Commercial General Liability Insurance: A policy or policies providing commercial liability coverage including products/completed operations, and personal and advertising injury with limits of not less than:

Liability For:	Limits
Property Damage	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Bodily Injury	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Personal Injury	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Products/ Completed Operations	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
 - (d) Professional Liability Insurance: A policy or policies with limits not less than \$1,000,000 Per Occurrence/ \$2,000,000 Aggregate.
 - (e) Commercial Umbrella/Excess: A policy with limits excess of the Automobile & General Liability with limits not less than \$2,000,000

- 15.2 Monroe #1 BOCES shall be named as an additional insured on commercial general and auto liability policies. RFP number must appear on insurance certificate.

The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to the BOCES. It shall be automatically renewed upon expiration and continued in force unless BOCES is given at least thirty (30) days written notice to the contrary.

- 15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the BOCES Purchasing Agent, or her designee, proof of issuance of all policies of insurance required. If at any time, any of said policies shall expire or become unsatisfactory to the BOCES, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the BOCES for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the BOCES, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: FREEDOM OF INFORMATION LAW

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

The information of data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL," contain financial, technical, or other information which constitute trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that BOCES use such information only for the evaluation of this proposal but we understand that BOCES must comply with the provisions of the New York State Freedom Of Information Law (FOIL) and that public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL," and to make no claim for any damages as a result of any such disclosure by the BOCES pursuant to FOIL.

- 16.2 In the event BOCES receives a FOIA request for disclosure of information marked as "CONFIDENTIAL," the respondent shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the

respondent has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by BOCES in making its determination as to whether disclosure is required under the law.

SECTION 17: CONFLICT OF INTEREST

- 17.1 No public official from the State of New York, County of Monroe, or any local government unit located within the above county shall have interest in the agreement.

SECTION 18: VENUE

- 18.1 This RFP will be governed and construed according to the laws of the State of New York. By submission of a proposal, all respondents agree that the Supreme Court, State of New York, County of Monroe, the United States District Court, Western District of New York shall be the venue for any actions brought under this RFP.

SECTION 19: SILENCE OF REQUIREMENTS

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

SECTION 20: ADVERTISING

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

SECTION 21: INTERFERENCE

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

SECTION 22: TERMINATION

- 22.1 Termination Rights by the BOCES

BOCES may terminate the contract for cause upon thirty (30) days written notice, should the successful respondent be in default of the contract. In such instances, the respondent will be required to remove any/all equipment or supplies at its own expense in a timely manner.

- 22.2 Termination for Default/Non-Performance

BOCES reserves the right to terminate the contract immediately in the event the successful respondent fails to meet and complete schedules, and/or otherwise perform in accordance with the scope of services. Breach of contract or default authorizes BOCES to award to the next lowest respondent or purchase services elsewhere and charge the full increase in cost to the defaulting respondent.

SECTION 23: REPRESENTATIONS

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

SECTION 24: CUMULATIVE RIGHTS

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

SECTION 25: DEFAULT

- 25.1 If the successful respondent is in default, BOCES may, in its discretion, do all things necessary to affect compliance with the laws, regulation, by laws, directives, rules and conventions referred to herein, and the successful respondent shall, on demand by BOCES, reimburse BOCES for all costs incurred by BOCES for that purpose.

SECTION 26: PATENTS/ COPYRIGHTS

- 26.1 The successful Proposer agrees to protect the BOCES from claims involving infringements of patents and/or copyrights. By submission of this proposal and as part of the awarded contract for sale, the respondent agrees to ascertain whether goods manufactured according to the specifications will cause the rightful claim of any third person by way of infringement or the like. The BOCES makes no warranty that the production of goods meeting the specification will not cause such a claim, and in no event shall the BOCES be liable to respondent for indemnification should the respondent be sued on the grounds of infringement or the like. If the respondent is of the opinion that an infringement or the like will result, the respondent will notify the BOCES to this effect in writing within two (2) weeks after the award of the contract. If the BOCES does not receive notice and is subsequently held liable for the infringement or the like, respondent will save the BOCES harmless. If the respondent in good faith ascertains that production of the goods according to the specifications will result in infringement or the like, the awarded contract shall be null and void.

SECTION 27: REMEDIES

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

SECTION 28: ETHICS

- 28.1 The Proposer/Contractor shall not accept or offer gifts or anything of value, nor enter any business arrangement with any employee, official or agent of BOCES. Any

contract between or initiated by a respondent and a BOCES employee, board member, other than with the purchasing office, shall be grounds for disqualification.

SECTION 29: ACCESSIBILITY

- 29.1 Any documents, web-based information and applications development, or programming delivered pursuant to this contract, must comply with Title II of the American with Disabilities Act and Section 508 of the Rehabilitation Act. Vendor will make all efforts to ensure that all work performed, designs suggested, templates used, and functionality developed by them will follow the Web Content Accessibility Guidelines (WCAG) 2.0 AA standards.

SECTION 30: DRUG/SMOKE FREE

- 30.1 BOCES maintains a drug and smoke free work place. Use, possession or under the influence of drugs and/or alcohol or smoking while in performance of this agreement is strictly prohibited.

SECTION 31: NON DISCRIMINATION REQUIREMENTS

- 31.1 In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the respondent agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the agreement.
- 31.2 Monroe #1 BOCES does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs, activities, employment, and admissions; and provides equal access to the Boy Scouts and other designated youth groups.
- 31.3 The following person has been designated to handle inquiries regarding the non-discrimination policies: Michael Falzoi, compliance officer/coordinator, at michael_falzoi@boces.monroe.edu (585) 383-2298 or 38 O'Connor Road, Fairport, NY 14450. Inquiries concerning the application of the Monroe #1 BOCES non-discrimination policies may also be referred to the U.S. Department of Education, Office for Civil Rights (OCR), 32 Old Slip, 26th Floor, New York, NY 10005, telephone (646) 428-3800 (voice) or (800) 877-8339 (TTY).

SECTION 32: APPROXIMATE SERVICE USAGE

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

SECTION 33: NON-APPROPRIATIONS CLAUSE

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

SECTION 34: RIGHT TO PURCHASE

- 34.1 BOCES reserves the right to reject this proposal in part or its entirety and purchase services from state or county contracts should it be deemed in the best interest of BOCES.

SECTION 35: FAIR TRADE PURCHASE

- 35.1 Sales to school districts are not affected by any fair trade agreements (General Business Law, Section 369-a, Sub.3)

SECTION 36: E-RATE RELATED REQUIREMENTS

- 36.1 Under the Universal Service program, vendors receive the full amount they contract for; however, payment for the eligible goods and services is split between the applicant and the Universal Service Fund. To qualify and be eligible for selection as a successful bidder under this RFP, the Vendor must:
- a. Have or apply for a Service Provider Identification Number (SPIN) and provide it with the proposal. Call the SLD at 888-641-8722, or access their web site at: usac.org for additional information.
 - b. Agree that the school district's portion of the contract is subject to the availability of discounts to the school district on a year-by-year basis.
 - c. Separate ineligible services and equipment from eligible services and equipment and include start and completion dates for the service on each invoice.
 - d. Agree to invoice USAC for the contracted eligible amount using USAC's forms and procedures, if the applicant requests.
 - e. Agree to invoice the Monroe RIC the contracted amount for services.
 - f. Agree to assist the Monroe RIC in resolving administrative issues that arise from the Universal Service program.
 - g. Provide resume(s) for your E-Rate Project Executive. The resume should reflect three (3) to five (5) years of successful E-rate project management with school districts of comparable enrollment.
 - h. Provide an FCC Registration Number (FRN) and proof of Green Light Status from the FCC. Any potential bidder found to be in Red-Light Status may be

disqualified from participation in the bidding process and may be considered non-responsive.

- i. As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/> for more information on the requirements relating to LCP.
- j. By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.

SECTION 37: PREVAILING WAGE

- 37.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.
- 37.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt> or from the Monroe #1 BOCES Purchasing Division at the address listed on the Notice to Bidders.
- 37.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.
- 37.4 Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and

every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

- 37.5 Vendors currently on the NYS Labor Department debarred contractors list, as well as those currently debarred from bidding on federal projects as identified in the federal System for Award Management (SAM), are ineligible for award under this Request for Bids. By submitting a bid for consideration, the Vendor is indicating to the BOCES that they are currently in good standing with the NYS Department of Labor and has no active exclusions in SAM at the time of the bid submission.

SECTION 39: FEDERAL REQUIREMENTS

- 39.1 Federal funds will be used for this purchase, which require BOCES and the awarded bidder to adhere to federal rules and regulations. Included in this solicitation as Exhibit A-9 are the required federal clauses and certifications. Bidder shall submit the completed and signed Exhibit A-9 with the bid submission.

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

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION

Title: Wide Area Network Telecommunications
RFP Number: 27-RIC2

THIS PROPOSAL IS SUBMITTED TO:

Tiffany Torres, Purchasing Agent
Monroe #1 BOCES
1000 Pittsford-Victor Road
Pittsford, NY 14534

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Request for Proposals. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit any other documents required by the Contract Documents within fifteen days after the date of BOCES' Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:
 - a. Proposer has examined the site(s) and locality(ies) where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;
 - b. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from

Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following Exhibits are attached to and made a condition of this Bid:
 - A-1 Proposal Acknowledgment Form
 - A-2 Non-Collusion Affidavit
 - A-3 Iran Divestment Act of 2012 Certification
 - A-4 Bidder's Statement on Sexual Harassment
 - A-5 Insurance Affidavit
 - A-6 Company Statement
 - A-7 Addenda Acknowledgment
 - A-8 Pricing Proposal
 - A-9 Federal Certifications

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

8. If your firm holds a New York State certification in any of the following designations, please indicate so below:

_____ Minority Business Enterprise (MBE)
_____ Women's Business Enterprise (WBE)
_____ Small Disadvantaged Veteran-Owned Business (SDVOB)

**MONROE #1 BOCES
COST PROPOSAL FORM**

PROPOSAL IDENTIFICATION

Title: Wide Area Network Telecommunications
RFP Number: 27-RIC2

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE: _____

DATE: _____

EXHIBIT A-1**PROPOSAL ACKNOWLEDGMENT FORM**

The Proposer acknowledges that he/she has carefully read the RFP and understands the specifications requested.

The Proposer also acknowledges that should this proposal be accepted by the BOCES, such action shall constitute a legally binding agreement and therefore, be subject to all the terms and condition of the RFP documents.

Proposer further acknowledges that he/she will contract with the BOCES and comply with the requirements of the RFP.

Company Name of Proposer: _____

Business Address of Proposer: _____

Business Phone Number: _____

E-Mail Address: _____

Business is legally designated as:

- Sole Proprietorship
- Partnership
- Corporation

Authorized Agent: _____
(Printed)

Authorizing Signature: _____

Date: _____

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20____.

Notary Public in and for the
State of _____.

EXHIBIT A-2**NON-COLLUSION AFFIDAVIT**

Authorized officer: Bidder's bid containing statements, letters, etc., shall be signed in the bid by a duly authorized officer of the company whose signature is binding on the bidder.

I hereby certify that the foregoing offer has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

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

- A. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been offered in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly to any other bidder or to any competitor; and,
- C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Company Name of Bidder: _____

Address: _____

Authorized Agent: _____

Title: _____ Signature: _____

Notary:

BEFORE ME, on this day personally appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is the person described in the foregoing and is the duly authorized officer of/agent for _____ and has been duly authorized to execute the foregoing on behalf of the said.

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20____.

Notary Public in and for the
State of _____.

**EXHIBIT A-3
CERTIFICATION**

IRAN DIVESTMENT ACT OF 2012

The Iran Divestment Act of 2012 (Act), is codified in State Finance Law (section 165-a) and General Municipal Law (section 103-g). The Act prohibits political subdivisions, including school districts and BOCES, from considering any person or entity engaging in investment activities in the energy sector in Iran as a responsible bidder or proposer. Attached is the link to the Prohibited Entities list on the OGS website:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to State Finance Law (section 165-a). In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made.

The Board of Education may, but is not required to, award to a bidder or proposer who cannot make the certification if:

- The investment activities in Iran predate the effective date of this law (April 12, 2012), have not been expended or renewed since, and the bidder or proposer has adopted, publicized, and is implementing a formal plan to cease such activities and refrain from any new investments in Iran.
- The Board of Education determines that the goods or services provided by the bidder or proposer are necessary to its functions, and without an exemption it would be unable to obtain the goods or services.

By submission of this bid or proposal, the bidder or proposer and each person signing on behalf of any bidder or proposer certifies, under penalty of perjury, that to the best of its knowledge and belief, that the bidder or proposer is not on the list created pursuant to State Finance Law.

Company Name of Bidder: _____

Address: _____

Authorized Agent: _____

Title: _____ Signature: _____

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20____.

Notary Public in and for the
State of _____.

**EXHIBIT A-4
HARASSMENT**

BIDDER'S STATEMENT ON SEXUAL

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-1, which generally prohibits the BOCES from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

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

Company Name of Bidder: _____

Address: _____

Authorized Agent: _____

Title: _____ Signature: _____

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20____.

Notary Public in and for the
State of _____.

EXHIBIT A-5**INSURANCE REQUIREMENT AFFIDAVIT**

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified bidder. If the below identified bidder is awarded this contract by BOCES, I will be able, within ten (10) days after bidder is notified of such award, to furnish a valid insurance certificate to the BOCES meeting all of the requirements contained in the bid document including naming the Monroe #1 BOCES as Additional Insured.

Agent: _____

Signature

Agent

Name of Insurance Carrier(s): _____

Address of Agency: _____

Phone Number Where Agent
May be Contacted: _____

Bidder's Name (Print or Type): _____

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20____.

Notary Public in and for the
State of _____.

****SUBMISSION OF THIS FORM IS NOT REQUIRED IF BIDDER PROVIDES, WITH THE BID SUBMISSION, A VALID AND CURRENT CERTIFICATE OF INSURANCE DETAILING ITS INSURANCE COVERAGE IN THE TYPES AND AMOUNTS AS REQUIRED BY THE REQUEST FOR BIDS. ****

EXHIBIT A-6**CORPORATION STATEMENT**

Answer the following:

1. When incorporated?

2. Where incorporated?

3. Is the corporation authorized to do business in New York?

_____ Yes _____ No

- a. Address of the registered office in New York:

- b. Name of registered agent in New York at such office:

- c. Attach Certificate of Authority to transact business in New York

4. The corporation is held: _____ Publicly _____ Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

Officer's Name	Address	Position	%
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Director's Name	Address	Principal Business Affiliation
Other Than Respondent's Directorship		

_____	_____	_____
_____	_____	_____
_____	_____	_____

Principal Shareholders Address

Percentage Ownership

EXHIBIT A-7**ADDENDA ACKNOWLEDGMENT**

The bidder acknowledges the acceptance of all addenda listed below as issued by the BOCES purchasing office. In the event that no addenda have been issued in accordance with this bid document, bidder shall indicate it with the notation of N/A.

The bidder further acknowledges the inclusion of said addenda to the original bid documents and therefore binding in the agreement of the bidder with the BOCES.

Addenda Number**Date Received****Authorized Signature**

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EXHIBIT A-8**PRICING PROPOSAL**

Please use Pricing Proposal Form provided in Excel format.

EXHIBIT A-9

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II to 2 CFR PART 200

Instructions:

1. All clauses must be initialed.
2. A notary is only required for page one.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted and agreed to on the following pages.

Company Name of Bidder: _____

Address: _____

Authorized Agent: _____

Title: _____ Signature: _____

Date of Statement: _____

Notary:

BEFORE ME, on this day personally appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is the person described in the foregoing and is the duly authorized officer of/agent for _____ and has been duly authorized to execute the foregoing on behalf of the said.

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20____.

Notary Public in and for the
State of _____.

The following provisions are required and apply when federal funds are expended by Monroe #1 BOCES, for any contract resulting from this procurement process:

A. Remedies for Breach

Contracts for more than the simplified acquisition threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the Monroe #1 BOCES, the BOCES reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Bidder Agree? YES _____ Initials of Authorized Representative of Bidder

B. Termination for cause and convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by the BOCES, BOCES reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to meet delivery or completion schedules, or otherwise perform in accordance with the contract and/or the procurement solicitation.

BOCES also reserves the right to terminate the contract for convenience, with thirty (30) days written notice to vendor. The vendor will be compensated for work performed and accepted and goods accepted by BOCES as of the termination date, if the contract is terminated for convenience of BOCES. Any award under this procurement process is not exclusive and BOCES reserves the right to purchase goods and services from other vendors when it is in the best interest of BOCES.

Does Bidder Agree? YES _____ Initials of Authorized Representative of Bidder

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by BOCES on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Bidder Agree? YES _____ Initials of Authorized Representative of Bidder

D. Davis-Bacon Act and Copeland Anti-Kickback Act

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), is required, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by BOCES, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Bidder Agree? YES _____ Initials of Authorized Representative of Bidder

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by BOCES, the vendor certifies that during the term of an award for all contracts by BOCES resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Bidder Agree? YES _____ Initials of Authorized Representative of Bidder

F. Rights to Inventions Made Under a Contract or Agreement.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Does Bidder Agree? YES _____ Initials of Authorized Representative of Bidder

G. Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by BOCES, the vendor certifies that during the term of an award for all contracts by BOCES resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Bidder Agree? YES _____ Initials of Authorized Representative of Bidder

H. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by BOCES, the vendor certifies that during the term of an award for all contracts by BOCES resulting from this procurement process, the vendor certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. Vendor shall immediately provide written notice to BOCES if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BOCES may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BOCES knows the certification is erroneous.

Does Bidder Agree? YES _____ Initials of Authorized Representative of Bidder

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by BOCES, the vendor certifies that, during the term and after the awarded term of an award for all contracts by BOCES resulting from this procurement process, the vendor is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does Bidder Agree? YES _____ Initials of Authorized Representative of Bidder