

**ONONDAGA-CORTLAND-MADISON BOCES (OCM BOCES)
CENTRAL NEW YORK REGIONAL INFORMATION CENTER (CNYRIC)
ETHERNET WAN SERVICES**

**PART I
NOTICE TO BIDDERS**

The Board of Education of Onondaga-Cortland-Madison Board of Cooperative Educational Services (BOCES), in accordance with Section 103 and 104-b of Article 5-A of the General Municipal Law and Article 119 of the General Municipal Law, will receive bids for:

ETHERNET WAN & TELECOMMUNICATION SERVICES

BID # RFB-227-15

FCC Form 470 # - 270000786

ONONDAGA-CORTLAND-MADISON BOCES - OCMB_2027_WAN

Contract Awards originating from this bid process, if any, may for administrative and/or legal reasons be in the name of Onondaga-Cortland-Madison BOCES (OCM BOCES) or CNYRIC.

Sealed bids will be received until **1:30 P.M. on the 28th day of October, 2026** at the Main Campus Administration Building at Onondaga-Cortland-Madison BOCES, 110 Elwood Davis Road, Liverpool, New York 13088 at which time and place they will be publicly opened and read aloud.

For unexpected closures or other unforeseen emergencies that result in the closing of the OCM BOCES Purchasing Office on the scheduled RFB submission due day, the RFB bid submission deadline will be automatically rescheduled for the same time, on the next day that the OCM BOCES Purchasing Office is open.

Bids must be submitted IN DUPLICATE on the forms provided by OCM BOCES. Each bid shall be enclosed in an opaque envelope, the envelope sealed and plainly marked with the words, "Bid # RFB-227-15 - OCM BOCES Ethernet WAN Services" in the lower left portion on the front. The Bidder's name and address shall also be indicated on the front of the envelope.

The Board reserves the right to reject any or all bids in whole or in part at the November 19, 2026 BOE meeting. Any bid submitted shall be binding for 120 days subsequent to the date of award.

Bid forms and specifications can be directly obtained from the Onondaga-Cortland-Madison BOCES Business Office from 8 AM to 4 PM, Monday through Friday.

**Board of Cooperative Educational Services
Onondaga, Cortland, and Madison Counties
PO Box 4754
Syracuse, New York 13221
Phone: 315.431.8584
Email: Purchasing@OCMBOCES.org**

September 16, 2026

By: Kathleen Hoyt, Assistant Superintendent for Administration

**ONONDAGA-CORTLAND-MADISON BOCES (OCM BOCES)
CENTRAL NEW YORK REGIONAL INFORMATION CENTER (CNYRIC)
ETHERNET WAN SERVICES**

**PART II
GENERAL INFORMATION FOR BIDDERS**

1. Bidders are cautioned to read carefully all documents contained in this request for bid.
2. Qualified Bidders will have a valid E-Rate SPIN number, be classified as an Eligible Telecommunications Provider and be willing to abide by E-Rate guidelines for payment.
3. Bidders submitting bids are required to return all pages contained in the Bid Response Packet.
4. Bid quotations having one or more documents unsigned may be subject to rejection.
5. An "AFFIDAVIT OF NON-COLLUSION" is attached and forms a part of the bid response. Failure to sign this statement shall constitute grounds for rejection of the bid.
6. Tax exemption certificates will be furnished by contacting Assistant Superintendent for Administration, by phone at (315) 433-2614 or by mail at OCM BOCES Business Office, PO Box 4754, Syracuse, New York 13221.
7. All bid quotations must include all freight charges and inside delivery at the BOCES/district location specified and any installation costs, if applicable, except as otherwise stated in the Bid Response Packet.
8. Awards may be made on an individual item basis, by groups of items, or by total in whatever manner is in the best interest of OCM BOCES/CNYRIC.
9. Bids received after the time and date stated in the legal advertisement and in the *Notice to Bidders* shall be rejected.
10. The OCM BOCES/CNYRIC reserves the right to reject any or all bids or to waive such informalities or to accept equivalent bids where it is determined to be in the best interest of the OCM BOCES/CNYRIC.
11. Bidders Please Note: The words "OR EQUAL" shall be considered as added to each specification.
12. The successful vendor(s) shall supply all guarantees, service warranties and manuals where applicable.
13. All bid responses shall be binding for one hundred twenty (120) days from the date of the bid opening.
14. If an alternative is offered, the Bidder shall provide a complete description of the alternative being offered and identify it as such. If more than one alternative is being offered, then identify them as Alternative 1, Alternative 2, Alternative 3, etc.
15. All invitations to bid issued by the OCM BOCES/CNYRIC will bind Bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded.

GENERAL CONDITIONS
(For the purchase of services, materials, supplies and equipment)

DEFINITIONS

“Proposal” or “Bid”:

an offer to furnish services, materials, supplies and/or equipment in accordance with the invitation to bid, the general conditions and the specifications

“Pricing Sheet(s)”:

the form set forth in Appendix B, attached hereto and incorporated by reference, on which the Proposer/Bidder submits its proposal/bid

“Proposer” or “Bidder” :

any individual, company or corporation submitting a proposal/bid

“Successful Vendor”:

any Proposer/Bidder to whom an award is made by OCM BOCES/CNYRIC

“Specification” :

description of materials, supplies and/or equipment and the conditions for its purchase

Where the terms “bid,” “bids” or “bidder” are used in these documents, the Bidder understands that the terms “proposal,” “proposals” or “proposer” could be used to replace “bid,” “bids” or “bidder” and be used interchangeably depending on the scope and nature of this solicitation.

BIDS

1. The date and time of bid opening will be given in the *Notice to Bidders*.
2. All bids must be submitted on and in accordance with forms provided by the OCM BOCES/CNYRIC.
3. All bids received after the time stated in the *Notice to Bidders* may not be considered and will be returned to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the OCM BOCES/CNYRIC. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having its bid deposited on time at the place specified.
4. All information required by *Notice to Bidders*, *Financial Conditions & Terms*, and *Pricing Sheet(s)*, in connection with each item against which a bid is submitted, must be provided.
5. The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, materials, supplies and/or equipment required and a representation that the Bidder can furnish the services, materials, supplies and/or equipment satisfactorily in complete compliance with the specifications.
6. No alteration, erasure or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the *"Bidder's Exclusions"* page.

7. Prices and information required, except signature of Bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.
8. No charge will be allowed for federal, state or municipal sales and excise taxes from which the OCM BOCES/CNYRIC is exempt. Bid pricing submitted by vendors will not reflect or include any such taxes or fees from which OCM BOCES/CNYRIC is exempt upon request.
9. VENDOR BID PRICING MUST BE ALL INCLUSIVE OF ALL ASSOCIATED COSTS including, but not limited to, service, equipment, maintenance, installation, taxes, surcharges and fees from which the OCM BOCES/CNYRIC is not exempt. Vendor bid pricing must also be inclusive of any hazardous material handling, transportation and delivery, maintenance, re-qualification, and other industry related fees/charges. No additional line items or fees/charges of any kind will be permitted. The Vendor assumes all risk of price fluctuations. No additional line items, surcharges, or fee increases of any kind will be permitted, including those arising from newly enacted, anticipated, or increased tariffs, duties, or trade policies during the term of the contract.
10. **VENDOR BID PRICING THAT IS NOT ALL INCLUSIVE SHALL BE DEEMED AN ALTERNATE BID.** SUCH ALTERNATE BID MAY OR MAY NOT BE ACCEPTED OR CONSIDERED EITHER IN ITS ENTIRETY OR ON A SITE-BY-SITE BASIS AT THE DISCRETION OF THE OCM BOCES/CNYRIC. TOTAL ADDITIONAL CHARGES MUST BE IDENTIFIED AND THE TOTAL CERTIFIED AS SPECIFIED ON THE PRICING SHEETS.
11. Bid pricing will remain firm during the contract period except solely for any new or increased government mandated tax or government mandated surcharge. Any applicable government mandated tax and/or surcharge increase shall be imposed and become effective once per year on July 1 with 60-days written notice to OCM BOCES/CNYRIC and such notice to include a detailed, substantiated description of such increase.
12. Under no circumstances will any resultant agreement automatically renew for any subsequent term.
13. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference or on any patented article. The decision of the OCM BOCES/CNYRIC as to whether an alternate or substitution is in fact "equal" shall be final. If proposing items other than those specified, Bidder must provide on the "*Bidder's Exclusions*" page the trade designation of the item, manufacturer's name and any deviation from the specifications. Otherwise, the vendor's bid will be construed as submitted on the identical item specified.
14. Bids on equipment must be on standard new equipment, of latest model and in current production, unless otherwise specified.
15. All regularly manufactured stock electrical items must bear the label of the Underwriter's Laboratories, Inc.
16. Under penalty of perjury the Bidder certifies that:
 - a) The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other service provider or vendor of materials, supplies or equipment of the type described in the invitation for bids; and
 - b) The contents of the bid have not been communicated by the Bidder, nor, to its best knowledge and belief, by any of its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

17. All bids must be sealed. They may be submitted in plain, opaque envelopes. All bids must be addressed to **OCM BOCES, Attn: Purchasing Dept, PO Box 4754, Syracuse, NY 13221. Bid envelopes must be clearly marked with the RFB opening date and time labeled "Bid—OCM BOCES/CNYRIC—Ethernet WAN Services."** Bids must not be attached to or enclosed in packages containing bid samples. For more information, see page 1, NOTICE TO BIDDERS.
18. Bids faxed, emailed, or sent electronically will **not** be accepted.
19. For unexpected closures or other unforeseen emergencies that result in the closing of the OCM BOCES Purchasing Office on the scheduled RFB submission due day, the RFB bid submission deadline will be automatically rescheduled for the same time, on the next day that the OCM BOCES Purchasing Office is open.
20. Bid responses received from vendors by the designated bid opening date and time will be reviewed and evaluated for purposes of determining which vendor(s) can best suit the needs of OCM BOCES/CNYRIC. Bids received after the bid opening date and time will be rejected and not considered for evaluation.
21. No interpretation of the meaning of the specifications or other contract document will be made to any Bidder orally. Every request for such interpretation must be submitted in writing, addressed to the OCM BOCES/CNYRIC, and emailed to Purchasing@ocmboces.org no later than TEN (10) days prior to the date fixed for the opening of bids. Notice of any supplemental instructions or changes to the bid will be provided by the OCM BOCES/CNYRIC to interested parties in the form of an addendum to the bid. All addenda so issued shall become a part of the contract documents.
22. If the services, materials, supplies and/or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful Bidder may be required to execute an agreement in relation to the performance of Bidder's contract, such agreement to be executed by the Bidder within fifteen (15) days after written notification to execute such contract. If the specifications so state, the successful Bidder may also be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for the OCM BOCES/CNYRIC. The performance bond shall be executed by the successful Bidder at the time of the execution of the contract by the successful Bidder and the Board.
23. By submitting a bid, the Vendor warrants that it has carefully examined all contract documents, specifications, local conditions, physical locations and sites, supply chains, and industry factors affecting performance. Any failure or omission by the Vendor to correctly estimate expenses, interpret requirements, or understand market conditions shall remain the sole responsibility and risk of the Vendor. A mistake in judgment, miscalculation of costs, or erroneous assumption shall not constitute a bid mistake under General Municipal Law § 103(11), nor shall it entitle the Vendor to bid withdrawal, contract reformation, or price increases. Should a successful Vendor fail or refuse to enter into a contract or perform at the bid price, OCM BOCES/CNYRIC reserves all legal remedies, including bid security forfeiture, recovery of the cost differential from the next lowest bidder, and potential determination of vendor non-responsibility on future solicitations.
24. All queries will be answered in Bid Addendums after the close of the query period, before the bid opening date. They will be posted through the same means as the Notice to Bidders. Vendors may submit Query

Forms from September 16, 2026 to October 9, 2026 either to Purchasing@ocmboces.org, or to the following address:

Attention: Purchasing Dept.
Onondaga-Cortland-Madison BOCES
P.O. Box 4754
Syracuse, NY 13221

25. All questions received during the proper query period shall be answered within 3 to 5 business days after the close of the query period in a bid addendum distributed through the Business Office. Technical questions regarding this bid may be directed in writing via email to Jason Graham at Telecom@cnyric.org.

SITE INSPECTION

Vendors are strongly encouraged to familiarize themselves with OCM BOCES/CNYRIC, school district and BOCES locations so that they understand the scope and nature of this project. Inspections should be coordinated with sitesurvey@cnyric.org.

AWARD

1. Awards will be made based on a best value analysis pursuant to New York State Finance Law Section 163, as will best promote the public interest, taking into consideration the criteria set forth in **SECTION 3—GENERAL SELECTION CRITERIA**.
2. OCM BOCES/CNYRIC reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part, to waive technical defects, qualification, irregularities, and omission if in its judgment in the best interests of the OCM BOCES/CNYRIC.
3. Also reserved is the right to reject bids, the right to exercise any existing contract renewal option, and the right to purchase items on New York State or county contracts if such items can be obtained on the same terms, conditions and specifications. The OCM BOCES/CNYRIC reserves the right to make awards within one hundred twenty (120) days after the date of the bid opening during which period bids may not be withdrawn unless the Bidder explicitly states in its bid that acceptance thereof must be made within a shorter specified time.
4. Where a Bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.
5. If two or more bidders submit identical bids as to price, the decision of OCM BOCES/CNYRIC to award a contract to one of such identical bidders shall be final (General Municipal Law, Sec. 103, Sub. 1).

CONTRACT

1. Each bid will be received with the understanding that the acceptance thereof in writing by Onondaga-Cortland-Madison BOCES (OCM BOCES), approved by the OCM BOCES Board of Education, to furnish any or all items described therein shall constitute a contract between the successful Bidder and the OCM BOCES/CNYRIC. Contract shall bind the successful Bidder on its part to furnish and deliver at the prices and in accordance with the conditions of its bid. Contract shall bind the OCM BOCES/CNYRIC on its part to order from such successful Bidder (except in the case of emergency) and to pay for at the contract prices, unless otherwise specified.
2. The placing in the mail or electronic communication, i.e., email or fax, of a notice of award or purchase order to a successful Bidder to the address given in its bid will be considered sufficient notice of acceptance of contract.
3. Buy Against Clause: OCM BOCES may immediately purchase products in the open market if the awarded bidder fails to deliver within the time specified, or fails to make replacements of items deemed unacceptable by the participating district. OCM BOCES reserves the right to authorize immediate purchase from other sources against late deliveries and rejections on any contract when necessary. On all such purchases the successful bidder(s) agrees to reimburse OCM BOCES promptly, or deduct from the district's current balance owed, if applicable, for excess cost occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.

4. The successful vendor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God or for any other acts not within the control of the successful vendor and which by the exercise of reasonable diligence it is unable to prevent.
5. A contract may be canceled at the successful vendor's expense upon non-performance of contract.
6. Cancellation of contract for any reason may result in removal of the successful vendor's name from the mailing list for future bids for an indeterminate period.
7. When supplies, materials, equipment or services are rejected, they must be removed by the successful vendor from the premises of the OCM BOCES/CNYRIC, school district and/or BOCES within thirty (30) days of written notification. Rejected items left longer than thirty (30) days will be regarded as abandoned, and the OCM BOCES/CNYRIC shall have the right to dispose of them as its own property.
8. It is mutually understood and agreed that the successful vendor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, of its right, title or interest therein, or its power to execute such contract, to any other person, company or corporation, without the previous written consent of the OCM BOCES/CNYRIC.
9. UPGRADE EQUIPMENT: Any equipment or product line ordered from this bid may be added or replaced with upgraded equipment, provided notice is given to the BOCES/CNYRIC before shipment and/or installation.
10. AGREEMENT PRECEDENCE: These specifications will become part of any lease, contract or installment/purchase agreements that may result from this bid and will take precedence over any other terms or conditions submitted by bidders. Any agreement shall be governed and construed in accordance with New York State law.
11. FEES AND OTHER CHARGES: All sales, excise, use, personal property or other taxes, as well as assessment, shipping, licensing or registration fees and any other charges of any kind made or imposed by the manufacturer shall be paid by the vendor unless specifically stated and itemized on the Bidder's Exclusions page. The Vendor assumes all risk of price fluctuations. No additional line items, surcharges, or fee increases of any kind will be permitted, including those arising from newly enacted, anticipated, or increased tariffs, duties, or trade policies during the term of the contract.
12. The Successful Bidder shall comply with these General Conditions, any listed Special Conditions, Detailed Conditions, terms and conditions and/or specifications listed on the "Bidders Response Sheet" and any and all appendices referenced herein and attached hereto. Such appendices shall be deemed to be incorporated by reference.
13. The Successful Bidder shall comply with all applicable laws, ordinances, rules, regulations, decisions, orders and requirements of governmental authorities and courts as well as all of the conditions and provisions set forth herein. All provisions set forth herein shall also become a part of any agreement between Vendor and OCM BOCES or a licensed component district.
14. The Successful Bidder shall complete as necessary and comply with the provisions set forth in the attached appendices including but not limited to in Appendix A and B, which are attached hereto and incorporated by reference.

INSTALLATION OF EQUIPMENT

1. The successful vendor shall clean up and remove all debris and rubbish resulting from its work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the building broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful vendor unless otherwise specified.
2. Equipment, supplies and materials shall be stored at the site only on the approval of the OCM BOCES/CNYRIC and at the successful vendor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
3. Work shall be progressed so as to cause the least inconvenience to the OCM BOCES/CNYRIC and with proper consideration for the rights of other successful vendors or workers. The successful vendor shall keep in touch with the entire operation and install its work promptly.
4. Successful vendors shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
5. The successful vendor guarantees:
 - a) Its product against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - b) To furnish adequate protection from damage for all work and to repair damages of any kind for which it or its workers are responsible, to the building or equipment, to its own work or to the work of other successful vendors.
 - c) To carry adequate insurance to protect the OCM BOCES/CNYRIC from loss in case of accident, fire, theft, etc. See Sample Insurance Requirements.

INDEMNIFICATION

The successful vendor will defend and indemnify OCM BOCES/CNYRIC and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with personal injury and/or damage to property arising from or out of any occurrence occasioned wholly or in part by an act or omission of the successful vendor, its agents, contractors, employees and servants. In case OCM BOCES/CNYRIC shall, without fault on its part, be made a party to any litigation commenced by or against the successful vendor, the successful vendor shall protect and hold harmless and shall pay all costs, expenses and reasonable attorney's fees incurred by the other in connection with such litigation.

PREVAILING WAGE

Vendors will note that the prevailing wage rates, as determined by the NYS Bureau of Public Works Labor Department, may apply for some or all phases of the work on this bid. If applicable, certified payrolls must be submitted if requested by participants. Vendors must comply with all applicable New York State Labor Law prevailing wage rate and supplemental benefit requirements as determined by the NYS Department of Labor Bureau of Public Works. Certified payroll records must be submitted with every request for payment as a condition of disbursement. Bid pricing must account for all current and future NYS DOL wage schedule adjustments (including annual July 1 updates), and no price increases will be permitted.

By submission of a bid, each bidder certifies that it and each of its subcontractors have completed any required New York State Public Work Contractor and Subcontractor Registry registration(s).

GOVERNING LAW / VENUE

This Bid and any Contract formed in connection with this Bid shall be governed by the Laws of the State of New York, and disputes relating to the Contract or this Bid shall be venued in a court of competent jurisdiction in Onondaga County, New York, and the parties hereby consent to personal jurisdiction in any such court.

**ONONDAGA-CORTLAND-MADISON BOCES (OCM BOCES)
CENTRAL NEW YORK REGIONAL INFORMATION CENTER (CNYRIC)
ETHERNET WAN SERVICES**

**PART III
ETHERNET WAN & TELECOMMUNICATION SERVICES**

SECTION 1 — GENERAL

Background

The Central New York Regional Information Center (CNYRIC), located at Onondaga-Cortland-Madison (OCM) BOCES, extends information technology services, inclusive of Wide Area Network (WAN) services, to OCM BOCES, CiTi (Oswego County BOCES), Cayuga-Onondaga BOCES, Tompkins-Seneca-Tioga (TST) BOCES, and all fifty (50) component school districts associated with these BOCES. **The CNYRIC Regional Network is 1000mbps Ethernet-based using a 10G Ring Topology.** CNYRIC is one of twelve Regional Information Centers (RIC's) in the state.

Service Dates

If the OCM BOCES/CNYRIC decides to award a contract or contracts based on bids received, the implementation of services will be scheduled in phases. These phases, and the network locations included in them, will be defined by taking several factors into account, not the least of which is the expiration date of existing service contracts.

1.01 SCOPE OF WORK

- A. All work described in this section shall be performed by the Service Provider. The Service Provider shall be qualified to provide an Ethernet WAN Service(s), associated network and terminal equipment, and maintenance as described herein. The Service Provider must be an Eligible Telecommunications Provider and appear as such on the USAC Schools and Libraries Division Website (www.universalservice.org/sl/) when performing a SPIN Search. Upon request the Service Provider must provide a listing of similar projects and complete client references.
- B. The scope of work includes deploying point-to-point Ethernet leased lines as per the locations listed in the PRICING SHEETS.
- C. OCM BOCES/CNYRIC reserves the right to award a contract, inclusive of all requested leased lines, to a single Service Provider, or to award multiple contracts to Service Providers based on various groupings and/or a subset of the leased lines requested. OCM BOCES/CNYRIC also reserves the right NOT to award contracts of any kind.
- D. The construction and installation of the Ethernet WAN Service shall comply with all applicable federal, state and local laws, ordinances, regulations, orders, permits, franchises, or requirements of any governmental body having jurisdiction, including, but not limited to, the New York Public Service Commission. The Service Provider shall secure all necessary licenses, permits, easements, approvals, and authorizations, especially those pertaining to safety concerns (e.g., traffic control), required for the construction, installation, maintenance and operation of the Ethernet WAN Service.

- E. The Service Provider shall construct, install, own and operate Ethernet WAN Services for use by the OCM BOCES/CNYRIC, member BOCES, and component school districts as listed in the PRICING SHEETS. The fiber optic-based network shall be comprised of single mode optical fiber or other transmission medium that will support 1G, 2G, 10G, 20G and 40G per second Ethernet communications. The Service Provider's service demarcation device shall convert the fiber optic signal to a standard 100BASE-T RJ45 Ethernet User Network Interface (UNI) for 1G circuits to which OCM BOCES/CNYRIC-owned Ethernet switching equipment will be connected. For 2G, 10G, 20G and 40G circuit handoffs shall be fiber using LC connectors.
- F. The Service Provider shall provide all services related to the construction and installation of the Ethernet WAN Services inclusive of entrance and conveyance facilities necessary to bring service to owner-defined demarcation locations. This will include all construction and installation services, including time, materials, labor and equipment, procurement of fiber, conduit, hand holes, pole attachment hardware, all associated network and terminal equipment and their housings, and inside plant and wiring services required to install the network transport infrastructure and provide the associated Ethernet WAN Services with demarcation at the specified location at each site.
- G. The Service Provider shall coordinate and pay for all rights-of-way, tree trimming, facilities, underground conduit, poles, pole attachment hardware, and/or towers as required to install the fiber optic cable network required to provide the Ethernet WAN Services.
- H. Where feasible and acceptable to both the OCM BOCES/CNYRIC member BOCES and/or component school district and Service Provider, Service Provider will be allowed access to a single inner-duct in conduit in existing cable pathways from the last utility pole or manhole to building entry.
- I. At locations where underground cable pathway does not exist or is not useable, the Service Provider shall provide necessary trenching, conduit, and building entrances that meet the requirements of the Service Provider, the National Electric Code, local codes, and owner standards and specifications. All inside work at the site shall be in conduit or other means per same codes and owner standards.
- J. OCM BOCES/CNYRIC, member BOCES, and component school districts shall retain all rights of ownership and utilization of Service Provider-provided entry and conveyance facilities and no charges for these facilities shall be assessed beyond the contract period.
- K. OCM BOCES/CNYRIC assumes pricing for each Ethernet leased line is inclusive of entry and cable conveyance facility construction costs.

1.02 TECHNICAL REQUIREMENTS – LEASED LIT FIBER

- A. The Ethernet WAN Service shall provide point-to-point Ethernet leased lines (UNI to UNI) from and to locations as listed in the PRICING SHEETS. Point of reference is the Metro Ethernet Forum E-Line Service Type. Service Provider bid shall indicate method of providing point-to-point Ethernet connectivity, i.e., Ethernet over SONET, DWDM, CWDM, point-to-point fiber, etc.
- B. Bandwidth allocation method of the WAN Service for the defined point-to-point Ethernet leased lines shall be dedicated, not shared. OCM BOCES/CNYRIC is seeking pricing for Ethernet leased lines with dedicated bandwidth as listed on the PRICING SHEETS.

- C. Ethernet leased lines shall be transparent and unconditionally pass through Ethernet frames originating from OCM BOCES/CNYRIC equipment in their entirety, from UNI to UNI, unmodified. The Ethernet WAN Service shall in no way interfere with OCM BOCES/CNYRIC generated VLAN, CoS, or QoS markings. Ethernet leased lines shall be configured as 802.1Q Tunneling (Q-in-Q).
- D. Performance Service Level Agreement: Ethernet leased lines shall meet the following performance criteria:
1. Availability/Uptime (per leased line – UNI to UNI) – 99.999%
 2. Latency (per leased line – UNI to UNI) – <15ms
 3. Frame Loss (per leased line – UNI to UNI) – < 0.0025%
 4. Jitter (per leased line – UNI to UNI) – < 1ms
- E. The UNI interface on the Service Provider's demarcation device shall provide a standard Ethernet 10/100/1000BASE-T RJ45 physical interface for connection to OCM BOCES/CNYRIC-owned Ethernet network equipment. This device shall be rack-mountable. Demarcation device for 1,2,10, 20 OR 40 Gigabit Ethernet leased lines from HUB to HUB and HUB to CORE shall provide a single-mode fiber interface compatible with OCM BOCES/CNYRIC 1,2,10,20 OR 40 Gigabit Ethernet equipment and specified in conjunction with CNYRIC technical staff.
- F. Service Provider fiber termination panels shall be rack-mounted in the same cabinet with demarcation device unless otherwise directed by OCM BOCES/CNYRIC. Service Provider shall permanently label all circuits and equipment and coordinate the rack location, access requirements and utility requirements (environmental and power) with CNYRIC project coordinator or designee.
- G. At the CORE and HUB sites, Service Provider shall provide rack-mounted, chassis-based version of the demarcation device used at the EDGE sites, inclusive of redundant power supplies, as specified in Section 1.02 E above.
- H. Transport Infrastructure Security Requirements: It is in the best interest of OCM BOCES/CNYRIC for the Ethernet WAN Services to provide connectivity that is secured and protected from access by all entities not granted permission by CNYRIC, member BOCES, and component school districts.
- I. **Service Provider shall provide pricing for Ethernet leased lines to locations per the PRICING SHEETS and certify that the difference in price between the lowest bandwidth and the highest bandwidth quoted for any given location represents the contractual maximum incremental cost to OCM BOCES/CNYRIC for the entire contract period while the service is in use unless otherwise noted and quoted on the PRICING SHEETS.**
- J. Increasing the amount of dedicated bandwidth on a given Ethernet leased line or deploying an additional leased line during the contract period shall have an installation period not to exceed 60 days.
- K. Alternative Bids: Service Providers are welcome to submit additional materials including alternative bids for all or specific technical portions of the services to be provided. Any alternative solutions must be presented with appropriate documentation. In all cases the vendor will need to state Quality of Service expectations and handling of over-subscription. Service Providers are also welcome to submit bids that include groupings of Ethernet leased lines that serve as alternatives to those defined in the Base Bid PRICING SHEETS. Any submissions will be reviewed and considered for acceptance if they are in the best interest of OCM BOCES/CNYRIC, member BOCES, and component school districts. However, OCM BOCES/CNYRIC makes no guarantee that alternate bids will be reviewed unless it is clearly in its best interest to do so.

1.03 PROPOSAL COSTS – LEASED LIT FIBER

- A. Proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed as an individual location cost on a recurring or non-recurring basis. All Proposer costs must be reflected in either the monthly recurring or non-recurring charges. All fees, taxes and pass-through charges must also be included in the cost. Estimated fees are acceptable but no fees may be omitted from the proposal. No additional charges will be accepted.
- B. Any costs which are not eligible for E-rate discounts must be identified.
- C. Monthly Recurring Charges - The proposal should clearly show the monthly recurring cost for the proposed service. It is expected that the service is part of the overall network services of the service provider.
- D. Installation Charges - Non-recurring installation charges including but limited to, installation/set-up, provisioning, equipment, network configuration cost shall be delineated in the cost portion of the proposal. All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to CNYRIC equipment on both ends must be included in the cost.
- E. Special Construction Charges - E-rate discounts can be applied to special construction charges in the first year of the contract. For the purposes of the E-rate Program, special construction charges are the upfront, non-recurring costs of deploying new fiber or upgraded facilities to E-rate eligible entities. Special construction consists of three components: Construction of network facilities; Design and engineering; and Project management.
- F. Proposal Cost Tabulation - The proposal cost will be tabulated with the intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months, not to include extensions, plus the one-time non-recurring costs including installation plus the special construction cost. The proposal will be tabulated with the impact of available funding, including E-rate for the total cost to the District.

1.04 MAINTENANCE – LEASED LIT FIBER

- A. The Service Provider shall maintain the Ethernet WAN Services, inclusive of the Service Provider's demarcation device, in all CNYRIC WAN locations.
- B. Scheduled Maintenance: In the event the Service Provider needs to schedule downtime on any or all Ethernet leased lines, the Service Provider shall give OCM BOCES/CNYRIC a minimum of 2 weeks' notice. Shorter notice periods, if deemed in the best interest of OCM BOCES/CNYRIC, will be negotiated with OCM BOCES/CNYRIC.
- C. Service Provider shall have the capability to provide or have restoration agreements in place with a certified Service Provider that can perform excavation, splicing, underground and aerial construction.

D. Maintenance Service Level Agreement

- a. Service Provider shall have alarm reporting capabilities and monitor its network facilities 24 hours per day, 7 days per week, 365 days per year.
- b. Initial response time to critical alarms received via monitoring by Service Provider shall not exceed a maximum of 1 hour and CNYRIC notified of the problem within 90 minutes. Problem notifications will be delivered using a method and format mutually acceptable to CNYRIC and the Service Provider.
- c. Emergency Maintenance shall be facilitated by the CNYRIC calling an 800 number help desk that is in operation 24 hours per day, 7 days per week, 365 days per year.
- d. Response time to trouble calls received from CNYRIC shall not exceed 2 hours.
- e. The restoration time for outages or identified performance issues shall not exceed a maximum of four (4) hours.

1.05 SUBMITTALS – LEASED LIT FIBER

- A. The Service Provider shall submit the following for consideration along with its bid:
 - 1. Complete Logical Network Diagrams for the proposed network that will deliver the Ethernet WAN Services.
 - 2. All equipment and housings proposed to provide the Ethernet WAN Services.
 - 3. Transmission mediums used to provide the Ethernet WAN Services.
 - 4. Test Equipment and report format that will test the transmission medium and the Ethernet leased lines at the Ethernet WAN Services demarcation point.

1.06 TECHNICAL REQUIREMENTS - LEASED DARK FIBER

- A. The Proposer shall provide a dark fiber network solution to meet the immediate and long-term connectivity needs as recommended in the FCC E-rate Modernization Order.
- B. The proposal may be provided as a leased dark fiber or a IRU (indefeasible right of usage) agreement for the allocated dark fiber strands of the providers network and the fiber network facilities required for the listing on the PRICING SHEET. The proposal will include all non-recurring costs (NRC) for installation, provisioning and allocation of existing fiber network and, as defined by E-rate 2.0 rules, any special construction cost for project management, design and engineering and construction of new network facilities required as per the PRICING SHEET for dark fiber network solution.
- C. The proposal will provide the cost of the maintenance and operations of the network as part of the agreement, with yearly cost or a term cost for the term for the full term, any additional terms or optional extensions.
- D. The Proposer shall provide all Fiber Optic cables, Pigtail assemblies, Outdoor Splice Cases and Trays, Hand holes, Ducts, Locate Wire, Pull Boxes, and any other consumables and installation hardware necessary

to construct and terminate the leased dark fiber network to the terminating demarcation device. In addition, the Proposer shall perform all Fusion Splicing, Indoor Fiber Terminations, Cable Testing, and Test Documentation. The Proposer shall provide interior Pull Boxes and EMT conduits to the Main Wiring Closet (MDF), if none are available, at each campus.

- E. The proposer shall provide comprehensive specifications for their proposed solution and special construction cost detailed as defined below
 - a. Route assessment, maps, right of ways access and/or easement requirements
 - b. Whether fiber will be buried, strung through conduit (existing or newly installed), and/or strung aerially on poles (existing or newly installed), and any associated terms and costs (e.g., pole attachment agreements imposing make-ready costs, trenching and/or boring costs).

F. Notice for Special Construction Proposals -

All E-rate applications including special construction that includes fiber are subject to review and detailed questioning. Respondents for special construction should provide or be prepared to promptly provide the following information:

1. A map file of the proposed fiber route in KMZ or JSON format
2. The cost per foot of fiber
3. The cost per foot of fiber installation (splicing, pulling through conduit, hanging on poles)
4. The cost per foot of outside plant materials (conduit, hand holes, aerial make ready materials)
5. The cost per foot of outside plant (trenching, hand hole and marker installation, installation of aerial make ready materials)

G. The proposed Leased Dark Fiber Network solution must provide a network design in which:

1. The fiber termination in the site MDF will be in fiber distribution panels. The fiber should be industry standard OSP Single Mode Fiber. All fiber segments installed on the district property from the network splice point to the site MDF should be standard on premise OSP SMF fiber strand count for the provider or a minimum of 12 strands of SMF. The termination type should be the provider's standard type termination but LC connectors are preferred.
2. The collapsed segments laterals from the provider's network to the campus MDF should be identified by length per campus and on the overall fiber map.
3. The solution should allow for additional fiber availability within the terms of the contract for our use. Fiber pair should be available upon request on a per campus basis based on need and with the intent to light the fiber upon availability to the District for the site/campus. Any additional fiber pair would follow the same route as the original pair provided.
4. The fiber design and overall solution will support 10GBASE Ethernet optical module connections at all remote locations with the ability to support 40 GbE without additional construction requirements.
5. Estimated Cable Performance of the Proposed Solution. OCMBOCES/CNYRIC will evaluate the goods and services based on the estimated Link Power Budget of the proposed cable network. The Vendor will provide the estimated Operating Distances of each link. The Vendor will provide an Estimated Link Performance at 1310 nm and 1550 nm based on

Splice Losses and two (2) termination connections with the minimum information and in a similar format listed in the table below.

		1310nm		1550nm		
Originating	Destination	No	Cum.	Cum.	Cum.	
Campus	Frame	Fiber	Length	dB Loss	dB Loss	Structure
CNYRIC	FR-XXXX	XX-XX	20,000	3.56	3.8	

6. The proposal will feature a network typology that utilizes the providers network and infrastructure and the required special construction in the most efficient and effective solution that meets the design requirements, cost, long term maintenance and operations.
7. Additions and Deletion of Sites on the Fiber Network. The proposal will provide a solution to add and delete sites from the network upon notice at any time during the contract term at OCMBOCES/CNYRIC sole discretion. Pricing for the addition or deletion of sites shall be consistent with the pricing established in the awarded contract(s).
8. Leased Dark Fiber will be the allocation of a minimum two strands of single mode fiber from a vendor's fiber network to connect the campuses to the designated service locations. All fiber pairs will be lit and utilized fully to provide bandwidth and access to services.
9. The service provider will provide the conduit and routing from the public right of way. The cable will terminate at the Main Communication closets. The service will be terminated in the facilities Main Communication (MC) closet in the network rack. The service will terminate on a new, provider provided and installed rack mounted fiber distribution panel. The proposal should detail the termination requirements including space and power for the service. The proposal will document the dark fiber or the Ethernet media type that will be provided.
10. The provided connection must be tested to prove performance before it will be considered complete and usable.
11. Proposers should provide information on the age, type, and performance of the fiber they are proposing to lease, including a description of all applicable splice loss budgets compared to actual OTDR test results of each fiber strand in both directions.
12. Termination equipment needing to be rack mounted will be mountable in industry-standard racks. The proposal should include the dimensional and environmental requirements of equipment.
13. The Vendor should generate a GIS map(s) with the fiber optic cable identified.

1.07 PROPOSAL COST – LEASED DARK FIBER

- A. The Dark fiber proposal will be evaluated against the Lit Fiber based on the rules established by the FCC for Lit Verses Dark services. Proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed as an individual location cost on a recurring or non-recurring basis. All Proposer costs must be reflected in either the monthly recurring or non-recurring charges. All fees, taxes and pass-through charges must also be included in the cost. Estimated fees are acceptable but no fees may be omitted from the proposal. No additional charges will be accepted.
- B. Any costs which are not eligible for E-rate discounts must be identified.
- C. Monthly Recurring Charges - The proposal should clearly show the monthly recurring cost for the proposed service. It is expected that the service is part of the overall network services of the service provider.
- D. Installation Charges - Non-recurring installation charges including but limited to, installation/set-up, provisioning, equipment, network configuration cost shall be delineated in the cost portion of the proposal. All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to CNYRIC equipment on both ends must be included in the cost.
- E. Special Construction Charges - E-rate discounts can be applied to special construction charges in the first year of the contract. For the purposes of the E-rate Program, special construction charges are the upfront, non-recurring costs of deploying new fiber or upgraded facilities to E-rate eligible entities. Special construction consists of three components: Construction of network facilities; Design and engineering; and Project management.
- F. Proposal Cost Tabulation - The proposal cost will be tabulated with the intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months, not to include extensions, plus the one-time non-recurring costs including installation plus the special construction cost. The proposal will be tabulated with the impact of available funding, including E-rate for the total cost to the District.

1.08 MAINTENANCE – LEASED DARK FIBER

- A. The Service Provider shall maintain the Ethernet WAN Services, inclusive of the Service Provider's demarcation device, in all CNYRIC WAN locations.
- B. Scheduled Maintenance: In the event the Service Provider needs to schedule downtime on any or all Ethernet leased lines, the Service Provider shall give OCM BOCES/CNYRIC a minimum of 2 week notice. Shorter notice periods, if deemed in the best interest of OCM BOCES/CNYRIC, will be negotiated with OCM BOCES/CNYRIC.
- C. Service Provider shall have the capability to provide or have restoration agreements in place with a certified Service Provider that can perform excavation, splicing, underground and aerial construction.
- D. Service Provider shall have alarm reporting capabilities and monitor its network facilities 24 hours per day, 7 days per week, 365 days per year

- E. Initial response time to critical alarms received via monitoring by Service Provider shall not exceed a maximum of 1 hour and CNYRIC notified of the problem within 90 minutes. Problem notifications will be delivered using a method and format mutually acceptable to CNYRIC and the Service Provider.
- F. Emergency Maintenance shall be facilitated by the CNYRIC calling an 800 number help desk that is in operation 24 hours per day, 7 days per week, 365 days per year.
- G. Response time to trouble calls received from CNYRIC shall not exceed 2 hours.
- H. The restoration time for outages or identified performance issues shall not exceed a maximum of four (4) hours.

1.09 SUBMITTALS – LEASED DARK FIBER

- A. The Service Provider shall submit the following for consideration along with its bid:
 - 1. Complete Logical Network Diagrams for the proposed network that will deliver the Ethernet WAN Services.
 - 2. All equipment and housings proposed to provide the Ethernet WAN Services.
 - 3. Transmission mediums used to provide the Ethernet WAN Services.
 - 4. Test Equipment and report format that will test the transmission medium and the Ethernet leased lines at the Ethernet WAN Services demarcation point.

SECTION 2 — EXECUTION

2.01 TESTING – RECOMMENDATIONS AND EVALUATION OF ETHERNET TESTING FOR BIDS BASED ON ETHERNET SERVICES

- A. All testing to be performed by Service Provider.
- B. All testing to be performed using the Agilent J2127A transmission test set or similar transmission test set. Testing shall utilize equipment that supports all line rates up to 40 Gb/s (OC-192/STM-64) and Ethernet testing at 10/100 and 1000 Mb/s. Support shall include 1310 nm and 1550 nm wavelengths at 2.5 Gb/s and 10 Gb/s optical rates and provide a range of features as standard, such as dual-standard SONET/SDH testing, DSn/PDH electrical rates, fully supported mappings at all rates, electrical pulse mask, service disruption measurement, performance analysis measurements and extensive 'Through Mode' testing.
- C. Ethernet testing shall be carried out at both the physical layer & layer 2. The Ethernet test shall provide the fundamental measures of data-circuit performance including Data Throughput, Frame Loss and Latency. The test shall include RFC 2544 compliance and benchmark tests.

- D. Upon completion of installation, the Service Provider will make available to CNYRIC complete results and supporting documentation of Ethernet Testing. Test results must be compliant with Performance Service Level Agreement specifications listed in section 1.02 D.

2.02 PROJECT SCHEDULE - SERVICE DEPLOYMENT AND INSTALLATION COORDINATION

A. Work Sequence

1. Project Start: Upon award, Service Provider will commence service deployment and installation activity as soon as a mutually agreed upon contract is executed as required to comply with specified CNYRIC WAN Project Schedule. If CNYRIC requires installation to be performed in phases, Service Provider will schedule and coordinate resources as needed. Service Provider will schedule material and/or service deliveries to correspond with starting dates so that materials and/or services are available by required FIRST DAY OF SERVICE.

B. Coordination

1. Schedule all service deployment and installation activities at WAN sites with CNYRIC's assigned project coordinator or designee to avoid, whenever possible, interference with member BOCES and component school district operations. It is the Service Provider's responsibility to meet the Completion Schedule as agreed to with CNYRIC.
 - a. Coordinate service deployment and installation activities with school calendar issued by CNYRIC to Service Provider to avoid interference with member BOCES and component school district's educational process and building operations.
 - b. Coordinate all interruptions of building services or shut-down of building systems with the CNYRIC project coordinator and obtain written approval of proposed schedule for interruptions or shut-down from the school district.
 - (1) If, in the opinion of CNYRIC, member BOCES, or component school district, any such interruption or shut-down will affect life safety of building occupants, schedule interruption or shut-down at time acceptable to school district, at time when classes are not in session, or after normal working hours.
 - (2) Extra payment for overtime outside normal working hours required by any such interruption or shut-down will NOT be made by OCM BOCES/CNYRIC. Service Provider requiring overtime shall do so at its own cost and shall be responsible for extra costs incurred by other separate Service Provider's as a result.
 - (3) Ensure all equipment, fittings and similar items required are on hand before interrupting or shutting-down existing systems.
 - (4) Notify all inspectors and representatives of utility companies, village officials, CNYRIC project coordinator, and similar parties by letter in advance of required change-overs, tie-ins, removals, and similar operations.

C. Service Deployment and Installation Schedule

1. The award of any contract(s) shall be made as soon as practical after the bid opening.

D. Service Provider Use of Premises

1. Access to Building: Service Provider shall schedule all service deployment and installation activities with CNYRIC project coordinator to allow member BOCES and/or component school district full use of building areas and systems for normal educational process. Service Provider shall notify CNYRIC project coordinator in advance of any requirements for access to any existing building outside normal working hours and days. CNYRIC, member BOCES, and component school districts acknowledge Service Provider will require access to areas, rooms, and systems occupied by CNYRIC, member BOCES, and component school districts and said parties intend to cooperate in making rooms and systems available for service deployment and installation activities.
2. Building Security: CNYRIC, member BOCES, and component school districts will maintain building security at all times for their sole benefit. Service Provider retains full responsibility for security and protection of the Service Provider's service delivery network infrastructure until final acceptance by OCM BOCES/CNYRIC.
3. Maintenance of Building Circulation and Exits: Service Provider shall maintain circulation corridors, exits, and exit stairs unobstructed from equipment and materials, except in areas of construction activity enclosed by temporary partitions.
4. Site Clean-up: Service Provider shall be responsible for cleaning up work site (telecom closet floor, racks, cable termination panels, hallways, etc.) and removing any debris before leaving the site for the day or when leaving after completion of site installation activities and to the satisfaction of the CNYRIC, member BOCES or component school district site representative, both indoors and outdoors.

E. OCM BOCES/CNYRIC, member BOCES, and Component School District Occupancy

1. Normal School Year: OCM BOCES/CNYRIC, member BOCES, and component school districts intend to maintain a full educational program during the normal school year throughout the duration of the project and will make full use of buildings and sites, unless otherwise specified. School and special activities may be conducted within buildings and on sites after regular school hours and on weekends during the normal school year.
 - a. Service Provider shall maintain free access to building and site areas during service deployment and installation unless otherwise directed by CNYRIC, member BOCES, and component school district.
 - b. CNYRIC, member BOCES, or component school district personnel will perform normal custodial and maintenance services for building areas and systems not impacted by service deployment or installation, unless otherwise indicated.

SECTION 3 — GENERAL SELECTION CRITERIA

Award will be based on a best value analysis considering the following factors:

1. Pricing: most heavily weighted review criteria
2. Ability to deliver service features, including scalability, and capabilities per the RFB
3. Ability to meet components defined in the Leased Lit Fiber
 - Performance Service Level Agreement* (1.02 TECHNICAL REQUIREMENTS, part D)
 - Maintenance Service Level Agreement* (1.04 MAINTENANCE, part D)
 - Service Deployment and Installation Schedule* (2.02 PROJECT SCHEDULE)
4. Ability to meet components defined in the Leased Dark Fiber Proposal
 - Performance Service Level Agreement* (1.06 TECHNICAL REQUIREMENTS)
 - Maintenance Service Level Agreement* (1.08 MAINTENANCE)
 - Service Deployment and Installation Schedule* (2.02 PROJECT SCHEDULE)
5. Service Coverage Area/Number of Districts Served
6. Billing/Invoicing: ability to invoice timely and correctly; ability to invoice per CNYRIC preferences
7. Service Cancellation Penalties
8. Bidder's Exclusions: Any exception(s) listed will be identified, reviewed, and taken into consideration by OCM BOCES/CNYRIC as part of the bid award process and/or for purposes of determining the vendor's ability to serve bid participants in a responsible manner.
9. Evidence of Experience: Bidder must provide evidence of experience with NY State K-12 schools relative to effective use of broadband services in the school setting (a minimum of five (5) school districts, BOCES or Regional Information Centers (RIC's) reference letters are required with the bid). Reference letters from non-New York State Education Institutions may be submitted, although it is preferred that the vendor provide New York State K-12 schools, BOCES and/or Regional Information Centers (RIC's) reference letters when possible. OCM BOCES reserves the right to determine whether a non-New York State Educational Institution reference is acceptable.
10. Bidder must describe/demonstrate in detail how it will support the effective implementation of broadband services in K-12 schools, school districts, BOCES, or Regional Information Centers (RIC's). This includes, but is not limited to, technicians certified to repair service-related issues.

SECTION 4 — ERATE PROJECT DETAILS

- A. Service Provider must include on the pricing sheet all applicable costs necessary to fulfill the proposal, including but not limited to any taxes, surcharges, fees, installation cost, and any other costs inclusive of **"Special Construction Charges."** Service Providers must distinguish within any pricing documents if a price is a "Non-Recurring Charge" or a **"Special Construction Charge"** as the charges are treated differently by the E-Rate Program. Service Providers whom are charging a **"Special Construction Charge"** must provide additional information within the response to the solicitation as noted on the Service Pricing Sheet(s).
- B. Service Provider must include a breakdown with detailed charges of all items billed inclusive of any applicable taxes, fees, and surcharges.

- C. A portion of the payment for this contract will come from the Schools and Libraries Program (SLD) administered by the Universal Service Administrative Company (USAC). OCMBOCES/CNYRIC is eligible for a certain percentage discount, to be verified by the SLD. OCMBOCES/CNYRIC has historically utilized the Billed Entity Applicant Reimbursement (BEAR) Form (FORM 472) for reimbursement from the School and Libraries Program (SLD). The contracted Service Provider shall acknowledge acceptance of this process. Contracted Service Provider further agrees to fully cooperate with OCMBOCES/CNYRIC in the event OCMBOCES/CNYRIC elects to convert to the Service Provider invoice method during the term of the contract. Contracted Service Provider agrees to provide federal E-Rate data gathering forms pre populated with billed account numbers and circuit id for OCMBOCES/CNYRIC review and certification. Service Providers must assure no funding is for Huawei and ZTE equipment.
- D. The Universal Service Fund is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). This not-for-profit corporation was appointed by the Federal Communications Commission (FCC) to ensure that the benefits of telecommunications services reach students and communities across the country. Service Providers responding to this solicitation must be currently registered with the SLD and must provide the Service Provider Identification Number (SPIN)/FCC 498 ID as assigned by the SLD within the response to this solicitation. For more information, visit the Schools and Libraries Division Website at: www.sl.universalservice.org
- E. All responses must include an attached exceptions page. OCMBOCES/CNYRIC requires that each Service Provider prepare a **separate exceptions page** listing ALL exceptions to any specifications or terms and conditions within this solicitation. If your company is not listing any exceptions to the specifications or terms and conditions within this solicitation, the Service Provider is still required to submit an exceptions page and should notate it accordingly. Any proposer not providing a separate exceptions page maybe subject to disqualification.
- F. SPECIAL CONSTRUCTION OF NEW FIBER: Service Provider must provide the following information if the proposal includes "Special Construction Charges" as defined by the Universal Service Administrative Company Schools and Libraries Division E-Rate Program. Prospective Service Providers should review the "Special Construction Charges" information on the USAC Web Site: <http://www.usac.org/sl/applicants/beforeyoubegin/fiber.aspx> for complete details.
- G. Special Construction Charge Information Required with Service Provider Proposal: Include a complete bill of materials associated with the Special Construction Charges including Manufacturer Part Number, Manufacturer Description, quantity of each item, unit cost, and extended cost.
- H. Include the Latitude and Longitude of the Start Point and End Point for each newly constructed fiber segment included within your proposed "Special Construction Charge" required to comply with the requirements of this RFB.
- I. Include a ".kmz" or ".json map" file of the proposed solution. Existing Fiber should be identified in the color green on the file. Newly Constructed Fiber included in your proposed Special Construction Charge should be in the color red.
- J. In the Table below: Enter the percentage of build for each Plant Type for the Expected and Existing Plant Mix.
- K. Enter the Average cost per foot for the Type of Plant Mix.

Plant Type	Expected Plant Mix	Existing Plant Mix	Avg. Cost/ft. for Type of Plant Mix
Aerial	%	%	\$0.00
Direct Buried	%	%	\$0.00
Buried with Underground Conduit	%	%	\$0.00
Total of all Plant Types (must equal 100%)	100%	100%	N/A

BIDDER'S QUERY FORM

Please list all questions about the bid/proposal packet, the specifics of the bid/proposal conditions, or any other queries below. Return by mail or email during the query period listed in the General Conditions section of the bid document.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

**ONONDAGA-CORTLAND-MADISON BOCES (OCM BOCES)
CENTRAL NEW YORK REGIONAL INFORMATION CENTER (CNYRIC)
ETHERNET WAN SERVICES**

**PART IV
BID RESPONSE PACKET**

DOCUMENTS CONTAINED IN THIS SECTION:

- ***BIDDER'S ACKNOWLEDGEMENT OF TERMS AND CONDITIONS***
- ***IRANIAN ENERGY DIVESTMENT CERTIFICATION***
- ***EARLY CANCELLATION PENALTY***
- ***BIDDER'S EXCLUSIONS PAGE, IF APPLICABLE***
- ***NETWORK DIAGRAMS***
- ***PRICING SHEETS (APPENDIX B BIDDER'S RESPONSE SHEET)***

(KEEP BID RESPONSE PACKET TOGETHER)

**ONONDAGA-CORTLAND-MADISON BOCES (OCM BOCES)
CENTRAL NEW YORK REGIONAL INFORMATION CENTER (CNYRIC)
ETHERNET WAN SERVICES**

**PART IV
BID RESPONSE PACKET**

TERMS AND CONDITIONS

1. The term of the "Ethernet WAN Service" for each location shall commence upon receipt and acceptance of the vendor's written certification that the service is available for use, but no earlier than the agreed upon FIRST DAY OF SERVICE. The term of the agreement will continue for sixty months. Where the FIRST DAY OF SERVICE differs for school districts with more than one service location, OCM BOCES/CNYRIC may align service terms to the latest expiration date as a group when awarded to a single vendor.
2. OCM BOCES/CNYRIC shall commence payment to the vendor within 60 days upon commencement of the term of the "Ethernet WAN Service" as defined in #1 above. Payments will then be due and payable to the vendor monthly on the last day of each month in equal monthly installments. The monthly payments shall constitute payment for the furnishing, installing and maintenance of the service included.
3. The OCM BOCES/CNYRIC shall have use of the Ethernet WAN Service for the term of this bid and any additional extensions as agreed. The use of the service by the OCM BOCES/CNYRIC shall also enable other end users authorized by the OCM BOCES/CNYRIC to use the service to access other OCM BOCES/CNYRIC services, including, but not limited to, telecommunications, data and other information. The vendor shall retain all ownership rights to the Ethernet WAN Service network and may use the network for lawful purposes only.
4. This Agreement may be extended upon the completion of the original term at the option of the OCM BOCES/CNYRIC upon 60 days written notice prior to the termination of the original term. Within 120 days prior to the termination of the original term, the vendor shall deliver notice in writing to the OCM BOCES/CNYRIC of the pending conclusion of the original term. The vendor shall provide terms and conditions for extension of this use agreement.
5. Notwithstanding any provisions in this Agreement, the award of the bid shall be contingent upon development of and mutual agreement on a contract in a timely manner after bid award. Vendors shall be assumed to meet all conditions herein unless specifically listed in the bid exclusion page. The type and amount of exclusions listed may be used in determining and qualifying bidders.
6. Withdrawal From Service Program: This Agreement shall be subject to annual service cancellation(s) by the OCM BOCES/CNYRIC in the event a member BOCES or component school district withdraws from the service program. The OCM BOCES/CNYRIC shall provide advanced written Notice of Cancellation to the vendor on or before June 1st with the effective date of termination being June 30th of that year. After termination, the OCM BOCES/CNYRIC will no longer have access to the fiber network and the vendor may at their option repossess, relocate or remove the equipment of this Agreement. Any further financial obligation of the OCM BOCES/CNYRIC to the vendor due to early cancellation of the term of this agreement shall be so listed and described on the bid sheet. The payment of the penalty shall be paid within 90 days after notice of early termination. In the award of the bid, the financial penalties may be used as a factor in determining and qualifying Bidders. There shall be no early cancellation penalty due

during any successor term of use following the initial term where the successor agreement is canceled by the OCM BOCES/CNYRIC.

7. **Appropriation and Availability of Funds**: This agreement shall be deemed executory only to the extent of monies appropriated and available to the OCM BOCES/CNYRIC and/or the participating school districts and BOCES for the purpose of this Agreement, and no liability on account thereof shall be incurred by the OCM BOCES/CNYRIC or the participating school districts and BOCES beyond the amount of such monies. The Agreement is not a general obligation of the OCM BOCES/CNYRIC or the participating school districts and BOCES. Neither the full faith and credit nor the taxing power of OCM BOCES/CNYRIC or the participating school districts and BOCES are pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or office creates any legal or moral obligation to appropriate or to make monies available from the purpose of this Agreement.
8. **Non-Funding**: In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under a contract for service, the OCM BOCES/CNYRIC will notify the Service Provider of such occurrence. Upon receipt of such notice, the contract for services to a specific OCM BOCES/CNYRIC site or sites shall terminate on the last day of the fiscal period for which such funds have been appropriated and budgeted.
9. The OCM BOCES/CNYRIC will reserve the right to temporarily discontinue monthly payments upon consistent lack of performance and support of the service by the vendor. Acceptable performance is stated elsewhere in these bid specifications. The OCM BOCES/CNYRIC will provide 30 days written notice of unsatisfactory performance with a request for improvement to meet the original performance specifications. If after the 30 day notice the OCM BOCES/CNYRIC still determines that the performance is unsatisfactory, the monthly payment to the vendor will be deducted from the total obligation. Payments will resume upon satisfactory support and operation of the high speed communication service.

OCM BOCES / CNYRIC Ethernet WAN Services

Early Cancellation Penalty

New Services

Early Cancellation Penalty For All Links Quoted If Cancelled With...	Penalty -- Calculation/Algorithm to be Applied	
49-60 months left in Contract Term		
37-48 months left in Contract Term		
25-36 months left in Contract Term		
13-24 months left in Contract Term		
1-12 months left in Contract Term		

Early Cancellation Penalty

Existing Services

Early Cancellation Penalty For All Links Quoted If Cancelled With...	Penalty -- Calculation/Algorithm to be Applied	
49-60 months left in Contract Term		
37-48 months left in Contract Term		
25-36 months left in Contract Term		
13-24 months left in Contract Term		
1-12 months left in Contract Term		

COMPANY INFORMATION

Firm Name:

Business Address:

Telephone:

Date of Bid:

E-rate Service Provider Identification Number (SPIN):

Bidder's Acknowledgement of Terms and Conditions

The Board of Education reserves the right to award bids by total, group or individual items, whichever is in the best interest of the School District/Onondaga-Cortland-Madison BOCES.

By signing below and submitting this bid for consideration by the Onondaga-Cortland-Madison BOCES, the vendor acknowledges that he/she has read, understood and agreed to all aspects of the General & Special Conditions, all appendices, the Iran Divestment Act and the Bidder's Response Sheet as presented without reservation or alteration. The bidder, bidder's affiliates, and any other agency that intercedes on the bidder's behalf also agrees to hold OCM BOCES harmless and not responsible for any hardship that can or potentially could be caused, and subsequently impacts the bidder(s), as a result of this bid.

Authorized Signature: _____

Please Print Name: _____

Title: _____

Date: _____

BIDDER'S EXCLUSIONS PAGE

Please list any and all exceptions to the bid terms and conditions, if applicable. Return this page with your Bid Form. Attach additional pages, if necessary.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Authorized Signature: _____

Please Print Name: _____

Title: _____

Date: _____

**ONONDAGA-CORTLAND-MADISON BOCES (OCM BOCES)
CENTRAL NEW YORK REGIONAL INFORMATION CENTER (CNYRIC)
ETHERNET WAN SERVICES**

BID PROPOSAL CERTIFICATIONS & AFFIDAVIT OF NON-COLLUSION

I. General Bid Certification

The bidder certifies that it will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-collusive Bid Certification

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

1. Statement of non-collusion in bids and proposals to political subdivision of the State. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

III. Non-collusion bidding certification

“(a) 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 to the best of his/her knowledge and belief:

(1) The prices in 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;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) 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.”

(b) A bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph 1(a).

2. Any bidder hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision 1 of the section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature: _____

Please Print Name: _____

Title: _____

Date: _____

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Authorized Signature: _____

Title: _____

Company Name: _____

Date: _____

AFFIRMATION

The information and signature below affirm that the costs quoted in this bid have been duly authorized by your company and will be in effect for sixty (60) days subsequent to the date of the bid opening.

(_____) Company Name

(_____) Address

(_____)

(Corporate) Phone Number

(Seal) Company Official's Name

(_____) Official's Title

(_____) Date

Notarized by:

State of _____

)
)ss.

County of _____

_____ Being duly sworn deposes and says that s/he is

_____ of _____

(Name of Organization)

and that the answers to the forgoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____.

My commission expires _____.

**ONONDAGA-CORTLAND-MADISON BOCES (OCM BOCES)
CENTRAL NEW YORK REGIONAL INFORMATION CENTER (CNYRIC)
ETHERNET WAN SERVICES**

TRANSMISSION MEDIA AND RELATED PRODUCTS

It is anticipated that fiber optical cabling will be utilized as the primary delivery medium and CNYRIC offers the following specifications to be used as the model for judging the capability and desirability of a fiber optic cable-based Ethernet WAN Services.

- A. Fiber Optic Network Cable: The following specification shall be the reference and basis against which proposed fiber optical cabling shall be judged. It is anticipated that the service provider will utilize fiber optic cable with the following minimum characteristics to deliver the communications service to CNYRIC.
1. Multiple single-mode fiber optic strands shall be provided from the core/hub site to each remote site.
 2. All fibers will be engineered and constructed for optimum operation per ITU standards for dispersion unshifted fiber. Fiber optic transmission parameters will meet or exceed ITUG 652 specifications for dispersion unshifted fibers.
 3. LC Ultra Physical Contact (LCUPC) factory manufactured connectorized pigtails will be used to terminate the outside plant cable to the BDP. Each connector will meet or exceed .50 dB return loss and will have insertion loss less than 0.6 dB.
 4. Span documentation will be performed using the following methods: OTDR (optical time domain reflectometer) and insertion loss (stabilized laser light source and power meter) measurement in both directions at 1310nm and 1550nm.
 5. Fan out and terminating fibers (pigtails) will be protected by a 900 m tight buffer tube, a Kevlar or Aramid yarn strength member, and Hytrel or PVC jacket, listed and marked for riser or plenum use as appropriate, and not to exceed 2.9 mm diameter.
 6. Performance levels will be maintained as accepted for the entire duration of the agreement.
 7. The splice loss will not exceed 0.15 dB insertion loss. Splices will be measured bi-directionally with an OTDR and averaged to distinguish actual splice loss from differences in backscatter levels. In no case should a fiber show a point discontinuity of greater than 1.0 dB. Discontinuities (known as steps, splices, or attenuation non-uniformities) will be measured with an optical time domain reflectometer to determine the magnitude of the localized attenuation. The least squares approximation method of analysis must be used to make this measurement.
 8. All fiber-to-fiber, fiber-to-pigtail, or any other splices will be made with fusion splicing methods. All splices will be non-reflective and exhibit a maximum value of minus 50 dB back-reflection.

9. Key optical performance characteristics for single-mode optical cables:

	<u>Dispersion- Unshifted</u>		<u>Non- Zero Dispersion on 1550nm Optimized (ITU-G.655)</u>	
	Matched Cladding Dual Wavelength (ITU-G.652)			
	1310nm	1550nm	1310nm	1550nm
Attenuation (dB/km)	≤ 0.35	≤ 0.25		≤ 0.25
Attenuation vs. Wavelength 1285-1330nm (dB/km)	≤ 0.05			
Attenuation vs. Wavelength 1525-1575nm (dB/km)		≤ 0.05		≤ 0.05
Dispersion (ps/nm•km)	≅ 0.0	≤ 18	-15	1.3 – 5.8
Dispersion Slope (ps/nm ² •km)	≤ 0.092			
Non-zero dispersion region (nm)				1530-1565
PMD (ps/km ⁻²)	≤ 0.5			≤ 0.5
Temperature Dependence –60° to +85°C (dB/km)	≤ 0.05	≤ 0.05		≤ 0.05
Temperature-Humidity Cycling –10° to +85°C and up to 95% RH (dB/km)	≤ 0.05	≤ 0.05		≤ 0.05
Water immersion at 23°C (dB/km)	≤ 0.05	≤ 0.05		≤ 0.05
Macro-bending Attenuation 1 turn, 32mm (dB/km)		≤ 0.5		≤ 0.5
Macro-bending Attenuation 100 turns, 75mm (dB/km)	≤ 0.05	≤ 0.1		≤ 0.05
Point Discontinuities (dB)	≤ 0.1	≤ 0.1		≤ 0.1
Cabled Cutoff Wavelength (nm)	≤ 1260			≤ 1260
Core Diameter (μm)	8.3			6.0
Mode field diameter (μm)	9.3±0.5 0	10.5±1.00		8.4±0.60

B. Termination Equipment Rack/Cabinet:

1. The fiber optic termination cabinet shall be rack mounted and of a type acceptable to CNYRIC. It shall be mounted in the same location as all equipment proposed to be installed at the demarcation point of each sites. Permanently label all circuits and equipment and coordinate the rack location, access requirements and utility requirements (environmental and power) with the site representative for each site.

OCM BOCES/CNYRIC LIST OF CONTACTS

PRE-AWARD CONTACTS

For ALL questions relating to this bid, contact

Onondaga-Cortland-Madison BOCES

Purchasing Department

P: 315.433.2620

Purchasing@OCMBOCES.org

POST AWARD CONTACTS

For technical considerations and inquiries, contact

Manager of Network Operations OCM BOCES / CNYRIC

P: 315.433.8349

Telecom@cnyric.org

For contracts, amendments and submission of completion notices, contact

Project Manager OCM BOCES / CNYRIC

PO Box 4754

Syracuse, New York 13221-4754

P: 315.433.8378

Telecom@cnyric.org

For payment and financial inquiries, contact

Telecommunications Coordinator OCM BOCES / CNYRIC

P: 315.433.8348

Telecom@cnyric.org

Send invoices/billing to the OCM BOCES Business Office at

Onondaga-Cortland-Madison BOCES

ATTN: Accounts Payable

PO Box 4754

Syracuse, New York 13221-4754

AP@ocmboces.org

APPENDIX A

Mailing Labels – Cut out and affix one of the mailing labels below to the outside of the sealed envelope.

Via US Postal Service Mail –

**Attention: PURCHASING
Onondaga-Cortland-Madison BOCES
PO Box 4754
Syracuse, NY 13221**

RFB-227-15 - Ethernet WAN Services

Bid Opening October 28, 2026 – 1:30 P.M.

Via Delivery Carrier: UPS, FedEx, etc – No PO Box

**Attention: PURCHASING
Onondaga-Cortland-Madison BOCES
6820 Thompson Road
Syracuse, NY 13211**

RFB-227-15 - Ethernet WAN Services

Bid Opening October 28, 2026 – 1:30 P.M.

Physical Address for Drop-Off / Hand Deliver

**Attention: PURCHASING
Onondaga-Cortland-Madison BOCES
110 Elwood Davis Road, Liverpool, NY 13088**

RFB-227-15 - Ethernet WAN Services

Bid Opening October 28, 2026 – 1:30 P.M.

APPENDIX B BIDDER'S RESPONSE SHEET

PRICING SHEETS
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APPENDIX C Sample Insurance Requirements Sheet

**Sample Insurance Requirements
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