Form 470 #270004280

DCMO and ONC BOCES
Regional WAN Connections

In accordance with the provisions of General Municipal Law § 104-b, the Board of Cooperative Educational Services for the Sole Supervisory District of Broome, Delaware and Tioga Counties hereby invites the submission of proposals.

Proposals must be received by end of business: December 15, 2026

Any proposal received after the time and date specified will not be considered.

A digital copy of the proposal shall be emailed to jpeters@eratepartnersconsulting.com and rcook@btboces.org with any and all required data, and shall be properly identified in the subject line of the email "Form 470 #270004280 Proposal Response".

October 2026

Tax Exempt Entity: The Broome-Tioga BOCES is a tax-exempt entity; taxes are not to be included in any fee calculations.

Proposal Longevity: A proposal may be withdrawn at any time prior to the date specified as the closing date for acceptance; however, no proposer may withdraw or cancel a proposal for a period of forty-five (45) days following the closed date for acceptance, nor shall the successful proposer withdraw, cancel or modify the proposal, after having been notified that the proposal has been accepted by the BOCES, except at the request of the BOCES or with the BOCES' written consent.

Board Award: Awards are expected to be made on or after **January 20, 2027** (Expected Date of Board Award), but no later than 60 days after bid opening.

Contract Terms: At the time of the award by the BOCES, the apparent successful proposer must agree to a contract memorializing the terms and conditions which will govern the relationship and establish obligations of each party. All proposers shall be aware that the contents of a successful proposal will be construed in favor of the BOCES and that the final contract between the successful proposer and the BOCES may incorporate by reference the BOCES Form 470 Proposal documents and the successful proposals and supporting submittals.

The initial contract, as specified in Attachment A, with approval by the Broome-Tioga BOCES board of education, and the BOCES' receipt of satisfactory certificate of insurance and be renewable as follows:

Contract Renewal: The BOCES shall have the option, upon mutual agreement, to renew the contract with the same terms and conditions for additional one-year terms, up to a maximum of a five-year total term of agreement.

Proposers Conditions: Any conditions or expectations on the part of the proposer for performance by the BOCES must be set forth in the Proposal. The BOCES is not obliged to consider the proposer's post-submittal terms and conditions. *** **If any service is not included, or is available for an additional cost, the submittal shall clearly so state.** ***

Choice of Law & Venue: The resulting agreement will contain language stating that the contract is performable in Broome County, New York, and shall be construed in accordance with the laws of the State of New York. If any legal action is brought in connection with the enforcement of the contract, exclusive venue shall line in the County of Broome, New York.

Proposers Preparation Costs: Any costs incurred by the proposer in responding to the Form 470 Proposal is at the proposer's own risk and expense as a cost of doing business. All materials submitted with a proposal shall become the property of the BOCES and will not be returned to the proposer. **The proposer is hereby notified that all submitted materials are subject to disclosure pursuant to the New York State Freedom of Information Law (New York Public Officer's Law section 86 et seq.).**

Form 470 Opening: No Public Reading of Prices.

The BOCES does not read prices at a public opening for a Form 470. The BOCES requests that companies refrain from requesting proposal information concerning other respondents until an intention to award is announced, as a measure of best practice to protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, the BOCES shall continue to properly fulfill all public disclosure requests for such information, as required by law.

Iranian Energy Sector Divestment: By submission of this proposal, each proposer and each person signing on behalf of any proposal certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each proposer is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

Additional Information for Bidders

I. Introduction

A. The South Central Regional Information Center (SCRIC) is a division of Broome-Tioga BOCES, with main operations located at 435 Glenwood Road in Binghamton, NY. The SCRIC is one of twelve statewide IT centers in the New York State K-12 education system, providing school districts with telecommunications and technology services, training and support for teachers, students, and administrators.

B. The purpose of this Form 470 is to seek alternatives for intra district wide area network connectivity for the school district and locations listed in Attachment A.

C. Broome-Tioga BOCES is the contracting and billing agency for the services resulting from this Form 470.

D. Broome-Tioga BOCES intends to coordinate contract expiration dates of the district's intra district wide area network connections with the end of the school district's fiscal year. Contract periods are specified in Attachment A.

E. The circuits, billing and administration of the services will be structured as a part of a telecommunications service offered by BOCES. While school districts have had active involvement in this project and fully support the objectives described here, the decision of whether or not a district chooses to participate in a BOCES service is made individually by each school district's Board of Education.

F. Broome-Tioga BOCES is a New York State agency and is bound by New York State law. All contracts must include the language in 1.b (see Executory Clause below) related to the non-appropriation of funds by school districts in the event that a district chooses to 'opt-out' of a BOCES service. BOCES, nor the district, will be liable for early termination charges in the event that a school district board chooses not to appropriate funds for a BOCES service.

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

    a. The BOCES is an educational institution organized under the Education Law of the State of New York with limited statutory powers. The BOCES agreements are subject to the approval of the New York State Education Department and the appropriation and budgeting of sufficient funds by the BOCES and its component school districts. It is also limited to act in cooperative school district ventures by requests for service from its component districts. The BOCES provides services to its component school districts when requested. Contracts entered into by the BOCES on behalf of its component school districts are subject to the appropriation of funds for the specific services to be rendered under the contract.

b. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the BOCES or any component districts or other participating organizations (individually and collectively "Locations") beyond the amount of such monies. It is not a general obligation of the BOCES or the Locations. Neither the full faith and credit nor the taxing power of the BOCES or the Locations is pledged to the payment of any amount due or to become due under this contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.
c. In the event no funds or insufficient funds are appropriated and budgeted by one or more Locations in any fiscal period for payments due under this contract, then the BOCES will promptly notify the Company of such occurrence. This contract shall terminate as to those Locations which fail to appropriate monies for service provided pursuant to this contract on the last day of the fiscal period for which appropriations were received, without further liability therefore. The BOCES will be obligated to make continued payment for all remaining Locations being provided service for which funds shall have been appropriated and budgeted.

G. Broome-Tioga BOCES and its component school districts meet the organizational requirements for discount eligibility under the Universal Service Fund. This fund, popularly known as the "E-Rate" program, was created as part of the Telecommunications Act of 1996 to ensure that all eligible schools and libraries can afford access to modern telecommunications services. Respondents to this bid must have a valid Service Provider Identification Number (SPIN) to be considered for this Form 470.

H. Broome-Tioga BOCES and its component school districts are educational agencies, bound by New York State Education Law Section 2-d. The contract must contain the following language pertaining to NYS student data privacy requirements.

1. BOCES is an educational agency, and Vendor is a third-party contractor, as those terms are used in Section 2-d of the New York State Education Law. BOCES use of Vendor's Service may result in Vendor receiving personally identifiable information governed by Section 2-d ("PII"). Vendor agrees to handle any personally identifiable information in compliance with Section 2-d, as more specifically set forth in this Section of the Agreement.
2. Vendor will protect PII that it may receive or process consistent with all applicable State and federal statutes and regulations, the BOCES Parents' Bill of Rights for Data Privacy and Security (a signed copy of which is attached hereto as Appendix A), and BOCES policy on data security and privacy (a copy of which shall be provided to Vendor upon its adoption).
3. Vendor will collect, use, and process PII only for the purpose of supporting BOCES' educational needs. Vendor will not use the PII for any other purposes. PII received

by Vendor or by any of its subcontractors or assignees shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.

4. Vendor will limit internal access to PII to those individuals who need to have such access for legitimate educational purposes to enable Vendor to perform its obligations under this Agreement and to support BOCES in its educational purposes.
5. In the event that Vendor subcontracts with an outside entity in order to fulfill its obligations under this Agreement, including the purchase, lease, or sharing of server space owned by another entity, Vendor ensures that it will only share PII with such subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain data privacy and security as required by Vendor pursuant to this Agreement.
6. Except for Vendor's authorized officers, employees and subcontractors to the extent necessary for purposes of fulfilling Vendor's obligations under this Agreement, Vendor will not disclose any PII to any other party; (a) without the prior written consent of the applicable parent or eligible student (student aged 18 or older); or (b) unless required by statute or court order and notice of the disclosure has been provided to BOCES, unless notice of the disclosure expressly prohibited by statute or court order.
7. Vendor's data security and privacy plan for how all state, federal and local data security and privacy contract requirements will be implemented over the term of this Agreement, consistent with BOCES' policy on data security and privacy, is attached hereto as Appendix B.
8. Any employees and officers of Vendor and its assignees who will receive access to PII in connection with the performance of Vendor's obligations under this Agreement will receive training on the federal and state law governing confidentiality of such data prior to receiving data.
9. Vendor will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody.
10. Vendor will deploy encryption technologies to protect PII, while in motion or in its custody from unauthorized disclosure in accordance with Education Law §2-d(5)(f)(5), including but not limited to: Transport Layer Security (TLS) encryption during transmission, encryption of back-up tapes, database encryption, volume encryption and VPN.
11. In the event that a parent or eligible student wishes to challenge the accuracy of the PII concerning that student or eligible student that is maintained by Vendor, that challenge may be processed through the procedures provided by the applicable educational agency/institution for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that Vendor, is notified of the outcome of any such errors made by Vendor, it will immediately correct any inaccurate data it or its subcontractors or assignees maintain.
12. Upon termination of this Agreement, or any successor Agreement, PII disposition will be in accordance with the instructions of BOCES. Vendor will provide written confirmation of such disposition to BOCES, upon request.
13. In the event Vendor discovers or is notified of a breach and unauthorized release of PII, Vendor will notify BOCES and the applicable New York education agency/institution in the most expedient way possible and without unreasonable

delay. Vendor will cooperate and consult with BOCES and with the education institution/agency with respect to investigating, mitigating, addressing and responding to any such breach and concerning any notices or information that the education institution/agency is required to, or believes it should, provide concerning such breach. Vendor shall promptly reimburse the applicable educational agency/institution for the full cost of such notification.

II. General Requirements

A. The connection specified must be installed and available for use by the start of the Contract Term date specified in Attachment A. Vendor testing must be completed two weeks prior to the Contract Term date for Broome-Tioga BOCES to complete live testing before cutting over to a new circuit. If the connection is not available for use by the start of the Contract Term date, BOCES reserves the right to void the existing contract and re-bid services.

1. If the Contract Term start date is specified as "ASAP/Upon Start of Service" in Attachment A, the circuit must be installed, tested by the vendor, and available for use within 6 months of the signed contract date, otherwise BOCES reserves the right to void the existing contract and re-bid services.

B. The demarcation point for the proposed network service will be at the addresses listed in Attachment A. The service provider will be responsible for any necessary labor, cable, conduit, utility poles and/or trenching necessary to complete the demarcation of the network service. Any disturbance to the environment, such as black top, concrete, or lawns, must be restored so that conditions are the same as before work started. The demarcation point within each building will be in the main data closet as determined by each location. Service providers will be responsible for any in-building cable and/or conduit runs necessary to extend the service to the main data closet. All work must be coordinated with and approved by BOCES and the school district associated with each network site. These sites do not have 24 hours a day, 7 days a week access.

C. Service providers may assume that the following conditions will be provided at each network site and that each customer location will be responsible for:

1. Providing a clear path within each building for the service provider to install inner duct and fiber optic cable.
2. Providing a suitable environment at each network location for all electronic equipment installed on-premises by the service provider, including appropriate space, ventilation and power.

D. If two or more carriers choose to partner together, with each extending the network service to discrete network sites, all issues associated with the interconnection of carrier networks, carrier equipment compatibility, interface requirements, meet point hand-offs and any associated labor must be coordinated and resolved by the service providers.

These issues must be resolved as part of the response to this Form 470 and reflected in the costs proposed.

E. All equipment, devices and the installation of cabling, equipment and devices proposed by the respondent must be in accordance with the relevant provisions of the National Electric Code, Local Electric Codes, Federal Communications Commission rules and regulations and ANSI/EIA/TIA telecommunications installation standards.

F. Method of Award: BOCES will award this 470 by Best Value method out of a total 100 Points. Service category will be awarded solely based on BOCES future need in terms of this 470, as explained on the Evaluation. Based on the Service category needed, award will be according to the following criteria:

Price: 50 Points
Maximum points would go to the lowest price under the Service category required by the BOCES. Points awarded to other vendors would be based on the relationship between the lowest price and each of the other responses. Please note that under any circumstance where Dark Fiber is an option to respond with, respondent will include a comprehensive cost total that includes all costs of deploying any new fiber to connect circuits, purchasing Network equipment, maintenance and operations, and any and all incidental and other costs associated with Dark Fiber deployment that will be charged to the BOCES. In such a case, the BOCES will factor price for both the best lit fiber option based on BOCES future need, as well as the dark fiber option, in its evaluation, with any costs required by third-party purchases outside of those from the vendor also factored into this total comprehensive cost.

If the Bid includes more than one circuit or service location, the BOCES reserves the right to award individual circuits, any combination or group of circuits, or all circuits to a single vendor, as determined to be in the best interests of the BOCES.

In making award determinations, the BOCES may consider, among other factors, the total cost of the services, pricing or discounts offered for the award of multiple circuits, service requirements, technical considerations, reliability, and other applicable evaluation criteria set forth in this solicitation.

Bidders may offer discounts or other pricing incentives that are contingent upon the award of multiple circuits or groups of circuits. The BOCES reserves the right to consider such discounts and incentives when determining the most advantageous combination of awards. An award of multiple circuits to one vendor is not guaranteed, and the BOCES may make separate awards to multiple vendors where doing so is determined to be in its best interests.

The BOCES is under no obligation to award all circuits to the lowest overall aggregate bidder or to award all circuits to a single vendor, and will use the complete Method of Award in this Section in determining award in the best interest of the BOCES.

Billing, Service and Support: 25 Points
Full points will be awarded to all respondents unless there have been material issues in the past with this vendor, such as extended outages, excessive/ongoing billing problems, or anything else that materially affects service or causes undue stress, time and/or effort on behalf of the BOCES or any corresponding district. Any material issue will remove 5 points from a response. Documentation supporting a material issue will be collected internally and may be sent to the vendor affected by these point reduction(s) upon request.

Vendor Reputation: 25 Points
Full points will be awarded to all respondents unless there have been material issues in the past specifically with the district(s) under this 470. This will include issues with representatives, extended delays in responses from vendor representatives, professionalism, experience and knowledge of vendor representatives, and any other factor regarding past experience with a vendor. Any material issue will remove 5 points from a response. Documentation supporting a material issue will be collected internally and may be sent to the vendor affected by the point reduction(s) upon request.

G. BOCES reserves the right to reject any and all proposals not deemed to be in the best interest of BOCES, and to reject as informal such proposals as, in their opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind.

H. Service provider equipment used to support and/or handoff circuits at customer locations must have redundant power supplies at the time of installation. Failure to provide redundant power supplies will void the contract at BOCES discretion.

I. For dark fiber installations only – Service providers are required to provide bi-directional OTDR test results prior to BOCES testing and acceptance to demonstrate the quality and viability of the links. Physical links must be at acceptable levels to pass 10Gb using optics standard for the distance of the link.

J. <u>All installations – Circuits require the ability to pass all types of traffic including QoS, LLDP, CDP and 802.1Q frames and the provisioned circuit may not drop or interfere with any traffic traversing the link with the exception of rate-limiting bandwidth as per the agreed contract speed.</u>

   1. Lit circuits greater than 1Gb require a 10Gb 850nm optical fiber handoff.
   2. All lit circuits must be point-to-point (ex: lit EPL). Point-to-multipoint or multipoint-to-multipoint bids will not be accepted.

K. Response time: The service provider shall respond to any inquiries or requests for information from Broome-Tioga BOCES within 24 hours of receipt of the inquiry or request. The response shall include an acknowledgment of the inquiry or request, as well as a plan and expected time frame for addressing the issue, if applicable. If the inquiry or

request for information is related to unscheduled system downtime and or a potential or verified cyber incident, the service provider shall respond to Broome-Tioga BOCES within 24 hours.

L. Contact information: The service provider shall provide Broome-Tioga BOCES with contact information for the first line of communication. This information shall include the name, title, email address, and phone number of the designated point of contact. The service provider is responsible for informing Broome-Tioga BOCES of any changes in contact information and personnel servicing this agreement.

M. Escalation procedures: If the service provider fails to respond to an inquiry or request for information within the specified timeframe, Broome-Tioga BOCES may escalate the issue to the service provider's executive leadership. The service provider shall provide Broome-Tioga BOCES with the name, title, email address, and phone number of the individual within the executive leadership for Broome-Tioga BOCES to contact if necessary. The service provider is responsible for informing Broome-Tioga BOCES of any changes in the contact information and personnel servicing this agreement. If the issue is not resolved after escalation, Broome-Tioga BOCES may terminate the contract without penalty.

III. Submittals

A. Submit pricing as requested in Attachment A.

1. The service provider does not have to respond for all sites. Submit pricing for the appropriate site(s) that you can extend service to.
2. Indicate whether there is a discount associated with BOCES providing a lump sum annual payment instead of monthly payments in Attachment C: Statement of Conformance. If so, indicate the discount, or provide alternate pricing sheets with the discounted pricing.
3. Payment Terms - Broome-Tioga BOCES shall pay all invoiced amounts within ninety (90) days from the date of the invoice. In the event that Broome-Tioga BOCES fails to make payment within the specified timeframe, the provider reserves the right to charge interest on any outstanding balance at a rate of .75% per month until full payment is received.
   If payment has not been received within ninety (90) days, the provider agrees to continue to provide services to Broome-Tioga BOCES for the term of this agreement and shall not disconnect or terminate service to Broome-Tioga BOCES. The provider agrees to work with Broome-Tioga BOCES in good faith during the term of the Agreement to resolve any issues that may arise regarding the provision and payment of services.
4. Pricing for award of the 470 should not include any additional taxes, surcharges, or other "pass-through" charges from external sources... award will be based on pricing before these charges are added. This only relates to external charges passed on from

the vendor to the BOCES; any internal charges from the vendor should be included in the pricing for award. Where applicable, reasonable documentation will be provided by vendor showing third-party costs in respect to such charges. On any contract resulting from the award of this 470, the pricing of the service shall match that of this response, and shall be separate from estimated taxes, surcharges and fees. Estimated taxes, surcharges and fees will be included on the contract resulting from the award of this 470 to ensure proper budgeting by the BOCES for these services.

B. Provide your company's E-rate Service Provider Identification Number (SPIN) on Attachment C: Statement of Conformance.

C. Provide a copy of the proposed contract, inclusive of the language in item I.F.1, above.

D. Provide a copy of relevant Service Level Agreements (SLAs).

E. Provide a route map, network diagram and description of the proposed solution(s). Specify what service provider (non-customer-owned) equipment will be located on-site and what is required from the customer to support the service (rack space, power, UPS, etc.).

F. Complete and sign Attachment C: Statement of Conformance.

G. Complete and sign Attachment D: Noncollusive Statement.

H. Additional Information may be requested during the analysis of the proposals.

IV. Contact Information

A. Questions regarding this project should be directed in writing (email preferable) to:

Administrative Contact:
Philip Sage
South Central Regional Information Center
435 Glenwood Road
Binghamton, NY 13905
psage@btboces.org

Technical Contact:
Jim Thompson
South Central Regional Information Center
435 Glenwood Road
Binghamton, NY 13905
jthomps2@btboces.org

Purchasing Agent Contact:
Richard Cook
Broome-Tioga BOCES

204 Washington Avenue; Maildrop #18
Endicott, NY 13760
rcook@btboces.org

Attachment A:
Pricing Response Forms

Pricing: Please provide pricing. See Attachment A located in separate document.

Attachment B:
Network Block Diagrams

See Attachment B located in separate document.

Attachment C
Statement of Conformance

THE UNDERSIGNED hereby proposes to furnish the services proposed herein, in accordance with all terms and conditions and specifications contained in Form 470 # 270004280 for the prices listed, unless exceptions are clearly noted and accepted by BOCES. The undersigned further acknowledges that he/she is authorized to sign this proposal.

Company: _____

Address: _____

_____

State: _____ Zip: _____

Signature: _____

Name: _____
(Print)

Title: _____

Phone: _____ Fax: _____

E-mail Address_____

Exceptions to Form 470 specifications: _____
(Use additional sheets if necessary)

_____

Is there a discount associated with BOCES providing a lump sum annual payment instead of monthly payment? (Yes / No)

If so, indicate the discount to be applied to the pricing proposed in Attachment A, or provide alternate pricing sheets with the discounted pricing:

_____

ERATE SPIN NUMBER HERE _____

Attachment D
Noncollusive Statement

TO THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES FOR THE SOLE SUPERVISORY DISTRICT OF BROOME, DELAWARE & TIOGA COUNTIES In accordance with Section 103A of the New York State General Municipal Law the undersigned declares that in submitting this bid that he is or they are the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the district or any person in the employ of the district is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he or they understand that:

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the district for goods, work or services, for a period of five years after such a refusal, and,

(b) Any and all contracts made with the district since July 1, 1959 by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the district for goods delivered or work done prior to the cancellation or termination shall be paid.

In accordance with Section 103D of the New York State General Municipal Law, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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.

The foregoing statement is hereby subscribed by the bidder and is hereby affirmed by the bidder as true under the penalties of perjury, and is hereby submitted to the district for the following project:

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Name of Bidder (e.g., Company, Partnership or Corporation)

BY:_____
Signature of Person Authorized to sign this statement on behalf of Bidder

DATED:_____

Note: 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 that sets forth in detail the reason therefore.