



**Response to Bid Request by
Southern Westchester BOCES**

**For:
Managed Fiber**

**Per Bid # 2011-12-26
Issued by Southern Westchester BOCES
Due Tue., Dec. 6, 2011 before 10:30 AM**

Submitted by:
Hudson Valley DataNet, LLC
d/b/a Lighttower Fiber Networks
900 Corporate Boulevard
Newburgh, NY 12550

Chris Carr
Enterprise Account Executive
Office (845)-458-7747
Fax (845)-567-6377



Hudson Valley DataNet, LLC
d/b/a Lighttower Fiber Networks
900 Corporate Boulevard
Newburgh, NY 12550

December 6, 2011

Ms. Marian McEnerney
Southern Westchester BOCES
17 Berkley Drive
Rye Brook, NY 10573

Dear Ms. McEnerney:

Lighttower Fiber Networks is pleased to present the attached proposal in response to Southern Westchester BOCES' Bid Request for Managed Fiber, Bid # 2011-12-26. Our engineers have reviewed the Bid Request and surveyed the various sites. We are confident the enclosed proposal will meet or exceed the specifications in the Bid.

Lighttower Fiber Networks has enjoyed building and maintaining a reputation for reliable and responsive service to various BOCES, school districts, colleges, and other institutions throughout our market area. Lighttower Fiber Networks is in fact in the process of providing services to Southern Westchester BOCES under a previous bid award. We would look forward to demonstrating the highest level of service and quality to Southern Westchester BOCES, the LHRIC, and school districts therein.

Thank you for your review of the attached proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Owen Deneny". The signature is fluid and cursive, written over a light grey rectangular background.

Owen Deneny
GM/VP - Operations

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- **Signed Certificate of Compliance**
- **Signed Bid Proposal Certification**
- **Contact Information for Service Related Issues**

***Network Diagrams can be provided upon award for service(s).**

Executive Summary

Hudson Valley DataNet, LLC d/b/a Lighttower Fiber Networks is proposing herein a solution that meets or exceeds the specifications in the Bid Request. Some of the features of this proposal are as follows:

- In response to previous Bid requests for similar services by Southern Westchester BOCES, Lighttower Fiber Networks had offered the requested star network configuration with all-protected managed fibers. Lighttower is pleased to see that Southern Westchester BOCES has adopted these standards by incorporating this enhancement to the star network in this current Bid Request.
- All Lighttower pricing is MRC-only. There are no construction charges or other up-front charges for the deployment of the Lighttower service.
- Lighttower's services will be provided over new fiber optic infrastructure using state-of-the-art network terminating equipment (GBIC's.)

Introduction

Hudson Valley DataNet, LLC, d/b/a Lighttower Fiber Networks has been providing highly reliable telecommunications services to a growing array of customers for the past decade. We are presenting this Bid Response with the confidence that we will be able to continue our well-established and well-respected service and our valued relationship with Southern Westchester BOCES.

In March of 2008 Hudson Valley DataNet, LLC d/b/a DataNet Communications was acquired by Lighttower Fiber Networks, headquartered in Boxborough, MA. In October of 2008, Hudson Valley DataNet, LLC changed the d/b/a to Lighttower Fiber Networks. For the purpose of this Bid Response, the company will be referred to as "Lighttower."

Lighttower, is the leading digital fiber network and broadband service provider in the Northeast. During the past decade, Lighttower has constructed over 6,300 route miles of fiber including dark fiber rings, long haul and building laterals. Lighttower's network extends from southern New Hampshire to Massachusetts and Rhode Island, to eastern New York State, southern Connecticut and New Jersey, Long Island and Manhattan.

Lighttower has a proven track record, building out countywide WANs (Wide Area Network) for BOCES and district-wide WANs for many school districts and other educational institutions in the New York Counties of Orange, Ulster, Dutchess, Rockland and Westchester. In addition, Lighttower provides network services to several school districts in Putnam County and Northern New Jersey.

Lighttower also provides mission critical connectivity solutions to a wide range of industries including: international and domestic telecom carriers, state and municipal government, finance, healthcare, media and numerous Fortune 500 companies. Our primary and back-up state of the art Network Operations Centers (NOC), insure proactive network surveillance, intervention and rapid response across our entire network.

Lighttower proudly presents the following proposal for the following school districts: Eastchester and Greenburgh. Lighttower's solutions are designed to not only to meet the capacity, reliability, functionality, and flexibility standards required today, but also for the future. Lighttower will utilize existing and construct additional fiber optic cable throughout the region. The implementation of the services proposed herein will enable the school districts to provide a broader array of educational tools using the latest communications technology. Lighttower is providing the districts means to save money by enabling a more centralized backup procedure, server consolidation, remote desktop management, video distance learning, video surveillance, the possible implementation of VoIP, etc. over the same network.

General Description of Network Services

This section paraphrases the BID Request, with Lightower's additional responses or comments in bold italics.

Lightower Fiber Networks is providing herein a proposal to Southern Westchester BOCES for high-speed communications services for the following school districts according to the following general conditions:

1. Eastchester Union Free School District
2. Greenburgh Central 7 School District

Lightower will build a district wide "High Speed Communication Service", consisting of "lit" strands of single mode fiber. The service will be priced inclusive with GBIC's (Gigabit Interface Converter) with two configuration options:

- A point-to-point configuration w/protect pair
- A ring configuration to ensure redundancy w/protect pair.

Note: Lightower's point-to-point (star) configuration will be provided with protect managed fibers. In the case of the ring network, these protect circuits will be diversely routed. The fiber paths provided herein will be built to be private and secure to BOCES or the school district.

The infrastructure shall be utilized for voice, video and data communications as well as any future applications. This project will be all-inclusive, i.e., material, construction, establishment of rights-of-ways (ROW), and ongoing maintenance to the demarcation point.

Lightower response: understood and agreed.

The successful provider / contractor will provide all locations in the school district with "lit single mode fiber", that is, the fiber will be equipped with GBIC's (Gigabit Interface Converter). The provider will own all fiber facilities for the duration of the contract

Lightower response: understood and agreed.

Qualified bidders must have a valid E-Rate spin number and be willing to abide by E-Rate guidelines for payment for the duration of the E-rate program. The form 470 for this service is posted at www.sl.universalservice.org form 470# 998850000626231. Additionally, the bidder must have a Certificate of Public Convenience and Necessity to provide telecommunication common carrier services in New York State.

Lightower response: Lightower's E-Rate SPIN number is: 143022679. Lightower will abide by said guidelines for the duration of the contract term. See Certificate of Public Convenience and Necessity attached.

Southern Westchester BOCES, 17 Berkley Drive, Rye Brook, New York 10573 until 10:30 A.M., will receive sealed bids December 6th, 2011.

The Board reserves the right to reject any or all proposals.

Pre-bid inquiries for technical questions can be directed to Jim Amell via e-mail jamell@lhric.org.

Pre-bid inquiries for business questions can be directed to Steve Tibbetts @ stibbetts@swboces.org.

Site Visits: Opportunity for site visitation will be made available to all bidders one time only. Date of site visits are listed with the site information later in this document. All parties interested in a site visit should email: Jim Amell, jamell@lhric.org no later than November 16th, 2011.

Assume all demarcation points are within defined telecommunications closets. Bidders are encouraged to conduct site inspections of the school locations.

The Contractor is responsible for the performance of the fiber network to the demarcation points. The Contractor is responsible for all related service issues on public right of way between buildings. BOCES is responsible for all related service issues from the point of Demarcation to customer premise equipment.

Lightower Response: Lightower's proposed services herein are based on Lightower's connecting to the various buildings defined herein either with aerial cable installation, or through conduit facilities provided by the school district or by Lightower (see 1.1.2 below.) Furthermore, this Bid Offer is based upon the assumption that the school district or Southern Westchester BOCES is responsible for conduit maintenance of the entrance facility to the point of demarcation.

BOCES shall have exclusive use and control of the service offering for the term of this bid and any additional extensions as agreed upon. The use of the service by the BOCES shall also enable other end users authorized by the BOCES to use the network to access other BOCES services. The provider will guarantee BOCES an irrevocable right to use (IRU) the network for the duration of the contract. The Contracts will end on June 30 of a mutually agreed upon year.

Lightower response: understood and agreed.

Contract duration options will be quoted as follows:

- 5-year service with payments made on a monthly basis.

Lightower response: proposed term is acceptable; see pricing below.

All payments will be made by BOCES to the awarded vendor on a monthly basis.

Repair and/or maintenance of the service shall be on a 4-hour response from the time of report. The absence of specifications regarding network installation details does not alleviate the duty to use the best general practices and ensure that first quality material and workmanship will be applied. Certification standards, when available, for the to-be-installed equipment and materials, will prevail. In the event of conflict between General or Supplemental General Conditions and Technical Specifications, specifications under Technical Specifications, will take precedence.

Any alternative solutions may be presented with appropriate documentation. The minimum bandwidth shall be no less than 1Gbps per link between the central site and each remote site.

Lightower response: understood and agreed.

1.1.1 DOCUMENTATION & TESTING

At the completion of the work, vendor will provide Southern Westchester BOCES with three copies of the cable route, superimposed on the street map of the locality. Include pole numbers, location of any underground cable runs, and any other pertinent information necessary to document the installed infrastructure and as-built documentation of the network route, along public right-of-way, as well as specific locations of all work located on district property.

Lightower response: Lightower will provide schematics of the as-built fiber routes on the customer premises, however Lightower is precluded from providing written documentation of fiber routes on public rights-of-ways for security reasons; it is Lightower's policy to protect the services provided to all customers by retaining such information as proprietary.

Lightower will however review with Southern Westchester BOCES or the relevant school districts the fiber route on public rights-of-way for the relevant school district in a verbal context.

- All demarcation points will be sufficiently labeled for each strand of fiber.
- Provide dB loss tests for each pair. Use approved instruments and testing method.
- Repair any defective cable to splices as required to achieve satisfactory test results.
- Submit final testing reports to Southern Westchester BOCES.

Lightower response: understood and agreed.

1.1.2 WORK OCCURRING ON DISTRICT PROPERTY

The Contractor shall verify the location of existing overhead and underground utility interference, prior to commencing any work on District property. The District will provide any available plans or similar information, but does not guarantee their accuracy. Contractor shall employ an underground utility locating service to confirm location of potential interference.

Southern Westchester BOCES' preference is for the fiber optic cable(s) runs to be constructed from each building from the last pole on the public right of way to be underground. Contractor may use plowing or trenching methods. Cable to be buried minimum 24" below grade, and shall be run in

HDPE type conduit. Include a metallic tracer wire in each run, so as to provide ease of locating the cable in the future. As said above our preference is to run fiber optics underground but exceptions can be made upon mutual agreement between Vendor, Southern Westchester BOCES, and School District.

Restore excavated or ploughed material and surfaces to original condition. Where it is necessary to cut across paved surfaces, restore pavement to its original condition. Use care to protect plantings, shrubbery, etc. from damage.

Provide a plastic handhole near the point of entry to each building. Leave sufficient cable slack in the handhole to provide for future repairs. Seal handhole cable openings to prevent access by insects, rodents; set on gravel base and top level with finished grade. Carefully bore through the exterior wall at point of entry, and provide an approved sleeve; seal the annular space around the sleeve, and the space surrounding the cable. Handhole to be 30" x 48", with screw down cover, as manufactured by Quazite Co., or approved equivalent.

Provide a fiber optic distribution enclosure inside the building near the point of entry. Install a single mode, plenum rated fiber optic cable to the main data closet, and terminate in another distribution enclosure. Install a single pair, single mode, plenum rated fiber optic cable from this enclosure to the main data facility, for connection by others. Distribution enclosures as manufactured by AMP, or approved equivalent.

Lighttower response: Unless specifically stated herein, Lighttower will utilize existing underground entrance facilities where they are available and accessible. Unless otherwise stated herein, if underground facilities are not available or if existing underground entrance facilities are found to be inaccessible, Lighttower will install its fiber optic facilities with aerial connection to the building from the last pole on public rights-of-way.

Regarding the requirement that the outside fibers be terminated in a distribution enclosure immediately inside the building, and that plenum rated fiber be run to a second distribution enclosure in the main data facility; Lighttower's solution proposed herein is to run indoor/outdoor plenum rated fiber from Lighttower's nearest splice point on public rights-of-way outside the buildings to and into the buildings, then continue in plenums etc. directly to a distribution enclosure Lighttower will install in the main data facility. This method not only ensures plenum rated fiber within the buildings, but eliminates a splice point and the potential for signal loss related thereto.

1.1.3 TECHNICAL SPECIFICATIONS

Fiber Optic network shall consist of single mode fiber optic cable. All splices shall be fusion only. SC connectors shall be utilized in the bulkhead in at each location.

Fiber optic transmission parameters will meet or exceed ITU-G.652 specifications for dispersion-unshifted fibers, and ITU-G.655 for non-zero dispersion fibers.

All fiber optic connector assemblies will be SCUPC. Each connector will meet or exceed 50dB return loss, and will have insertion loss less than 0.6dB.

Fan out and terminating fibers (pigtailed) will be protected by a 900µm 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 2.9mm diameter.

Lightower response: to Lightower's knowledge, no manufacturers offer fiber cable with Kevlar or similar material surrounding individual fibers or sub-groups of fibers within a cable sheath ("pig tails"); rather, the Kevlar or similar material surrounds the entire bundle of fibers in a cable sheath. Lightower will install its fiber optic cables in such a way that no individual fibers or "pig tails" will be exposed outside of a distribution enclosure.

The splice loss will not exceed 0.15dB insertion loss. Splices will be measured bidirectionally 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 0.01dB. Discontinuities (known as steps, splices, or attenuation non-uniformity's) 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.

All fiber-to-fiber, fiber-to-pigtail, or any other splices will be made with fusion splicing methods. All splices will be non-reflective.

Lightower response to all of the Technical Specifications above: understood and agreed except as noted above.

Key optical performance characteristics for single-mode optical cables:

	<u>Dispersion-Unshifted</u> Matched Cladding Dual Wavelength (ITU-G.652)		<u>Non-Zero</u> <u>Dispersion</u> <u>1550nm Optimized</u> (ITU-G.655)	
	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 ² 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±0.50	10.5±1.0		8.4±0.60

Lightower response: Lightower will meet or exceed the above specifications. Lightower's optical fiber and electronics are guaranteed to enable the telecommunications functionality described in the Bid Request. Lightower currently uses OFS All Wave or OFS True Wave optical fiber. Specifications for these products may be found at www.OFSOptics.com.

1.1.4 STANDARDS

Contractor warrants all installations and services rendered by Contractor shall meet or exceed all applicable local, city, county, state, federal and New York State Education Department codes and regulations. This includes, but is not limited to, OSHA, NEC, EPA, NEMA, and ANSI standards. Contractor warrants that the equipment installed by it shall at all times perform in a manner as described in the Bid Documents.

Lightower response: understood and agreed.

Additional Terms and Conditions of this Offer

Lightower's Managed Fiber Service to Customer, as ordered herein, is defined as follows: Lightower will provide, install, and maintain, for the duration of the Service Commitment Period as defined herein and any renewals thereof, up to four lit single mode fibers in fiber optic cable owned by Lightower, placed on public rights-of-ways and into Customer premises at the Termination Points listed above; Lightower will provision the Termination Points with Gigabit Interface Converters (GBIC's) enabling the Customer to provision and transmit Gigabit Ethernet telecommunications signals between the Termination Points. Two fibers will be provisioned with GBIC's as the Customer's primary "working" fibers ("Working Fibers".) Lightower shall, as set forth in the Bid Specifications, provide and provision two additional fibers for redundancy protection ("Protect Fibers"), said Protect Fibers being in the same cable sheath as the Working Fibers, Lightower will provision the Protect Fibers with GBIC's which Customer may utilize for that purpose. Lightower will provide the Protect Fibers at no additional cost to the Customer. Any and all additional Network Terminating Equipment (NTE) including switches, routers and the like, will be provided, provisioned, operated and maintained by the Customer. Lightower's responsibility shall be limited to providing and maintaining the above referenced physical fiber optic cables and the GBIC's only (the "Lightower Infrastructure.") Lightower's GBIC's shall be considered the demarcation point as referenced in Appendix B hereof ("Demarcation Point.")

Lightower is not responsible for Customer's use of the aforesaid Lightower Infrastructure beyond the functionality of the Lightower Infrastructure itself. Lightower will not monitor any telecommunications signals on the Lightower Infrastructure provided to Customer. Customer is responsible to inform Lightower of any break, damage, or failure of the Lightower Infrastructure. Lightower will repair any physical fiber damage or failure, or GBIC failure or damage. Customer shall be held responsible for costs of repair or replacement if Lightower Infrastructure is damaged by Customer or Customer's agents or sub-contractors.

Down time is defined as the lack of optical continuity of a given fiber and the related terminating GBIC's. Lightower's Guarantee of Service as defined in the proposed Agreement shall apply only to the physical well-being and operability of the Lightower Infrastructure provided herein. Credits for down-time exceeding 0.1% in a given month shall apply only if both the working and protect fibers are not working for a given location due to non-force majeure events. If credit is issued, it shall be in a pro-rated amount applicable to a given location only – not to the entire Service. Scheduled maintenance outages shall not be included in down time for the determination of outage credits.

Obligations of the Parties relative to USAC SLA E-Rate Funding: this Agreement is not subject to USAC SLA's providing funds to subsidize the Customer for these services. As long as Lightower has a valid SPIN number (if the program still exists), or if the USAC SLA E-Rate program no longer exists, the Customer may not cancel Services prior to the end of the Service Commitment Period, nor will Lightower's Monthly Charges be diminished, regardless of whether the Customer qualifies for E-Rate funding or not.

Billing: Lightower's standard terms are net 25 from invoice date, which is dated the first of the month in advance of services, as per our current contract with SW BOCES. Lightower agrees and understands that the Bid requests that invoices be presented for payment by the 10th of the month for the past month's service.

Exemption from Taxes: Section K – 1. Lightower will not apply taxes, however, invoices will reflect applicable New York State and Federal Surcharges.

Locations and Pricing

LOCATIONS for Eastchester Union Free School District **Speed of WAN: 1Gig**

Eastchester High School
580 White Plains Rd
Eastchester, NY 10709

Eastchester Ann Hutchinson School
60 Mill Rd
Eastchester, NY 10709

Eastchester Greenvale School
1 Gabriel Rescigno Dr
Scarsdale, NY 10583

Eastchester Waverly School
45 Hall Ave
Eastchester, NY 10709

BID RETURN SHEET**Eastchester Union Free School District****Firm Name:** Hudson Valley DataNet, LLC d/b/a Lighttower Fiber Networks**Business Address:** 900 Corporate Blvd., Newburgh, NY 12550**Telephone:** (845) 567- 6367**E-Rate Spin Number:** 143022679**Common Carrier status:** CLEC; see Certificate of Public Convenience and Necessity attached.**Five (5) Year service with Five (5) Year maintenance:**

	1 Gig Star	1 Gig Ring
Initial Build and monthly maintenance (Paid monthly):	<u>\$3,995</u>	<u>\$8,645</u>

***In the event the customer desires to reduce the monthly charge and pay a non-recurring charge, Lighttower will structure an economically equivalent lump sum payment and adjusted monthly payment plan.**

Early Cancellation Penalty and Additional Notes:

- State briefly the yearly cancellation penalties for early termination of contract.
Customer may terminate a Service after the execution of a Service Order upon thirty (30) days' written notice to Provider identifying the terminated Service. If Customer does so, or if Service is terminated by Provider as the result of an uncured Default by Customer, Customer shall pay Provider a termination charge equal to one hundred percent (100%) of the remaining monthly recurring fees for the entire balance of the remaining term at the time of termination. Any such early termination charges shall be due and payable immediately upon receipt of an invoice.
- Please attach Helpdesk procedures for calling in an outage.
Lighttower Response: see Contact Information for Service-Related Issues.
- Please attach breakdown of pricing by building on additional page.
Lighttower Response: see next Lighttower Response below.
- Southern Westchester BOCES / School district has the right to negotiate with vendor to pick which School Building sites to take service.
Lighttower Response: pricing is based on the assumption that all buildings listed for each district will be included in the WAN ordered for each district. Lighttower also reserves the right to negotiate with SOUTHERN WESTCHESTER BOCES/ school district if certain locations are omitted from the order. (To clarify, Lighttower's pricing to this district might change if BOCES deleted any of the listed locations within the district. Lighttower's pricing for this district would not change by BOCES deleting other districts or other districts' schools, or by BOCES awarding other districts' service contracts as defined herein to other providers.)

LOCATIONS for Eastchester Union Free School District
Speed of WAN: 10Gig

Eastchester High School
580 White Plains Rd
Eastchester, NY 10709

Eastchester Ann Hutchinson School
60 Mill Rd
Eastchester, NY 10709

Eastchester Greenvale School
1 Gabriel Rescigno Dr
Scarsdale, NY 10583

Eastchester Waverly School
45 Hall Ave
Eastchester, NY 10709

BID RETURN SHEET**Eastchester Union Free School District****Firm Name:** Hudson Valley DataNet, LLC d/b/a Lighttower Fiber Networks**Business Address:** 900 Corporate Blvd., Newburgh, NY 12550**Telephone:** (845) 567- 6367**E-Rate Spin Number:** 143022679**Common Carrier status:** CLEC; see Certificate of Public Convenience and Necessity attached.**Five (5) Year service with Five (5) Year maintenance:**

	10 Gig Star	10 Gig Ring
Initial Build and monthly maintenance (Paid monthly):	<u>\$4,995</u>	<u>\$9,975</u>

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LOCATIONS for Greenburgh Central School District 7

Speed of WAN: 1Gig

Woodlands High School
475 West Hartsdale Ave
Hartsdale, NY 10530

Lee F. Jackson Elementary
1 Saratoga Rd
White Plains, NY 10607

Richard J Bailey Elementary
33 West Hillside Ave
White Plains, NY 10603

Highview Elementary
200 N Central Ave
Hartsdale, NY 10530

BID RETURN SHEET**Greenburgh Central School District 7****Firm Name:** Hudson Valley DataNet, LLC d/b/a Lighttower Fiber Networks**Business Address:** 900 Corporate Blvd., Newburgh, NY 12550**Telephone:** (845) 567- 6367**E-Rate Spin Number:** 143022679**Common Carrier status:** CLEC; see Certificate of Public Convenience and Necessity attached.**Five (5) Year service with Five (5) Year maintenance:**

	1 Gig Star	1 Gig Ring
Initial Build and monthly maintenance (Paid monthly):	<u>\$4,900</u>	<u>\$10,540</u>

***In the event the customer desires to reduce the monthly charge and pay a non-recurring charge, Lighttower will structure an economically equivalent lump sum payment and adjusted monthly payment plan.**

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LOCATIONS for Greenburgh Central School District 7

Speed of WAN: 10Gig

Woodlands High School
475 West Hartsdale Ave
Hartsdale, NY 10530

Lee F. Jackson Elementary
1 Saratoga Rd
White Plains, NY 10607

Richard J Bailey Elementary
33 West Hillside Ave
White Plains, NY 10603

Highview Elementary
200 N Central Ave
Hartsdale, NY 10530

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	10 Gig Star	10 Gig Ring
Initial Build and monthly maintenance (Paid monthly):	<u>\$5,899</u>	<u>\$11,300</u>

***In the event the customer desires to reduce the monthly charge and pay a non-recurring charge, Lighttower will structure an economically equivalent lump sum payment and adjusted monthly payment plan.**

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- **Certificate of Public Convenience and Necessity**
- **Signed BOCES' Company Info. Form**
- **Signed BOCES' Instruction sheet**
- **Signed Certificate of Compliance**
- **Signed Bid Proposal Certification**
- **Contact Information for Service Related Issues**

***Network Diagrams can be provided upon award for service(s).**

Approved as Recommended
and so Ordered
By the Commission

DEBRA RENNER
Acting Secretary

STATE OF NEW YORK
DEPARTMENT OF PUBLIC SERVICE

ISSUED & JAN 04 2000
EFFECTIVE

December 1, 1999

TO: THE COMMISSION

FROM: OFFICE OF COMMUNICATIONS

SUBJECT: Case 99-C-1527 - Petition of Applied Computer Technology of Orange County, Inc. and Hudson Valley DataNet, LLC for approval to transfer the Certificate of Public Convenience and Necessity and telephone assets of Applied Computer Technology to Hudson Valley DataNet.

RECOMMENDATION:

It is recommended that the Commission grant approval, pursuant to Section 99 of the Public Service Law, for this transfer. Within 60 days after the consummation of the transaction approved herein, the petitioners should be required to inform the Acting Secretary of the Commission in writing that the transaction was completed. If such transaction is not consummated within one year after the issuance of this Order, the Commission may rescind the approval given herein.

Introduction

By petition filed November 5, 1999, pursuant to Section 99 of the Public Service Law, Applied Computer Technology of Orange County, Inc. (ACT) and Hudson Valley DataNet, LLC (DataNet) requested the Commission's approval to transfer ACT's Certificate of Public Convenience and Necessity and telephone assets to DataNet.

Background

ACT was certified by the Commission as a facilities-based common carrier and reseller of telephone services on May

20, 1998 in Case 98-C-0332. DataNet is a Delaware Limited Liability Company which has registered with the New York State Secretary of State, is authorized to do business in this state, and meets all other requirements for certification as a facilities-based common carrier and reseller of telephone services..

Discussion

ACT and DataNet have entered into an agreement pursuant to which DataNet will acquire the Certificate of Public Convenience and Necessity and all telephone assets of ACT. Thereafter ACT will discontinue any provision of regulated telephone service in New York State. Following the transfer of the CPCN, DataNet will adopt the existing Tariff (P.S.C. No. 1 - Telephone) of ACT. There will be no adverse impact on any existing customers of ACT as a result of this transfer.

Complaints

There are no outstanding complaints against this company pending before the New York State Public Service Commission. This memo has been reviewed by the Office of Consumer Services (Nelly Acevedo).

Conclusion

The proposed transaction does not appear to be contrary to the public interest. The Office of Communications has no objection to the transaction and recommends approval.

Respectfully submitted,



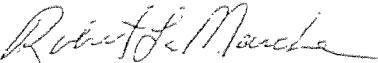
THOMAS J. BURKE
Senior System Planner

Reviewed by,



SAUL ABRAMS
Assistant Counsel

APPROVED:



ROBERT LA MARCHE
Chief, Office of Communications

Southern Westchester Board of Cooperative Educational Services
17 Berkley Drive, Rye Brook, NY 10573

Company Information Form
(Vendor)

The undersigned declares that he/she carefully examined the Notice to Bidders, General and Special Instructions, Detailed Specifications and Bid Forms, and will furnish the supplies, materials and/or equipment in compliance with such specifications for the price set forth in this Bid Offer.

The full names and residences of all persons interested in this bid as principles are as follows:

- 1) Owen Deneny - GM/VP operations
900 Corporate Blvd, Newburgh, NY 12550
- 2) _____
- 3) _____

Hudson Valley DataNet LLC d/b/a Lighttower Fiber Networks
Company Name

900 Corporate Blvd - Newburgh, NY 12550
Address

845-567-6367 Telephone 845-567-6377 Fax

odeneny@lighttower.com E-mail address www.lighttower.com Web Site Address

Owen Deneny
Name of Person Bidding (please print legibly)

Owen Deneny
Signature

GM-VP operations Title 12/6/2011 Date

INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID

This page must be completed, signed and returned with the bid form

In the UNIT PRICE column, enter the price for ONE (1) item based on the unit that is listed in the UNIT column, i.e., if the UNIT is lb., enter the price for one pound of the item. If the category asks for an extended price, multiply the rate you entered for the unit price by the number in the ESTIMATED QUANTITY column. The vendor must supply the extended price in the categories that include that column.

Do not use ditto marks or squiggly lines to indicate that the price is the same as above. *Each item* you bid on must have an actual price entered in the appropriate box. Items that do not have a price entered will be considered as **NO BIDS**.

BID FORM MUST BE SUBMITTED IN THE BOCES ENVELOPE SUPPLIED WITH THE BID. BIDS SENT BY COURIER OR BY OVERNIGHT MAIL MUST BE SEALED IN THE BOCES ENVELOPES WITHIN THE COURIER PACKAGING. BIDS SUBMITTED INCORRECTLY ARE SUBJECT TO REJECTION.

The following items must be submitted with your bid:

- This form, completed and signed
- Signed Bid Certification Form
- Certificate of compliance

Managed Fiber Bid #2010-1126

Questions regarding this bid may be directed to Marian McEnerney at 914.937.3820, extension 533.

Please check (X) the following:

 X By executing this bid, I represent that I have authority to bind the Bidder and agree that should the bid be awarded to Bidder, all Bid Documents, including, without limitation, General Conditions, Special Conditions, Special Instructions and Specifications shall constitute the Contract between BOCES and the Bidder. Bidder acknowledges that it may, additionally, be required to execute a formal contract if required by the Bid Documents.

 X I have read the specifications and instructions and am bidding to specification.

 X I have included all necessary forms with the bid.

 Owen Deneny
Signature

 12/6/2011
Date

 Owen Deneny
Please print name legibly.

**SOUTHERN WESTCHESTER BOARD OF COOPERATIVE
EDUCATIONAL SERVICES**

17 Berkley Dr., Rye Brook, New York 10573
Ph: 914.937.3820 Fax: 914.937.7843

**CERTIFICATE OF COMPLIANCE
Managed Fiber. Bid #2011-12-26
LABOR REGULATIONS**

The contractor named below certifies compliance with all applicable labor laws and regulations of the State of New York and the United States of America including the following:

1. **Prevailing Wage Rate**

The Contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and ruled of the State of New York.

2. **Social Security Taxes**

The contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

3. **Labor Laws**

The contractor certifies compliance with all the provisions of laws in the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulations, the General Municipal law, the Workers Compensation law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, and any and all regulations promulgated by the State of New York, insofar as the same shall be applicable to the contract awarded to the contractor.

Sworn to before me this 14th day of Dec. 2011

Kristine Lee Moore

Notary Public, Orange County

KRISTINE LEE MOORE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01M04741113
Qualified in Orange County 4
Commission Expires Feb. 28, 2016

Owen Deneny

Signature & Company Position

GM / VP Operations

OWEN DENENY

Print Name and Company Position

GM / VP Operations

Lighttower Fiber Networks

Company Name

12/16/2011

Date

BID PROPOSAL CERTIFICATIONS

Firm Name Hudson Valley DataNet LLC d/b/a Lighttower Fiber Networks
 Business Address 900 Corporate Blvd, Newburgh NY 12550
 Telephone Number 888-LT-FIBER
 Date of Bid December 6, 2011

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

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: Non-collusive 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 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;

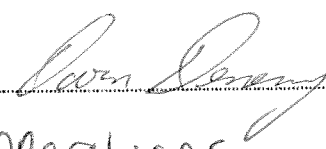
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(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 therefor. 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 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 prices 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 one (a).

2. Any bid 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 one 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.

Signature (Authorized) 

Title GM/VP Operations



Trouble Reporting & Escalation Process

Document Manager:

Don Romano – Manager, NOC
Lighttower Fiber Networks
80 Central St
Boxborough, MA 01719-1245
Telephone: 978-264-6818
Email: dromano@lighttower.com

Trouble Reporting / Maintenance

Lightower Fiber Networks (Lightower) actively monitors the network twenty-four (24) hours per day; seven days (7) per week; and coordinates all testing, maintenance, and repair functions with the specific objective of having all services perform in compliance with their technical specifications. Our toll free main NOC number is 888-LT-FIBER (888-583-4237) or direct dial is (845) 458-7799.

In the event of a service outage that requires immediate attention by Lightower Fiber Networks staff please call the Network Operations Center at:

888-LT-FIBER (888-583-4237) or (845) 458-7799

In the event a technician is not immediately available, please leave a fully detailed message after the prompt. All messages are forwarded to **ALL** network operations personnel to expedite a response.

If you should experience any problem with your service, please notify the NOC immediately. Upon receiving your report, Lightower shall immediately commence coordinating efforts to effect appropriate repairs and restore service. The Lightower NOC technician will contact you within fifteen (15) minutes of your report to provide a repair time estimate and will keep you apprised of the status of your trouble on a regular basis.

You will be asked to provide the following information when opening the trouble ticket:

- Name, Telephone Number, Pager or Cell Phone Number of Contact Opening Trouble Ticket
- Circuit ID or Lightower Order Number
- The A and Z locations of the circuit
- Nature of Problem(s)
- Time of Occurrence

If you prefer we have a general delivery email account established for non-emergency types of issues:

Network Support and Configuration questions: **support@lightower.com**

The NOC will function as the focal point to provide customer support for all services. This affords customers a single point of contact for all services, product information, or maintenance issues. The NOC manages the resolution process throughout the life of the service issue or inquiry. This involves providing regular status updates to customer's reporting party, performing escalations as required, and ensuring that service provided meets the customer's needs.

If you have any issue that requires escalation, see the Lighttower escalation list below providing both numbers and email contact details.

Level	Title	Name	Email	Office #	Cell #
1 st	NOC	NOC Technician	Call Preferred	(845) 458-7799 (888) 583-4237	N/A
2 nd	NOC Supervisor	(As Assigned)	Call Preferred	(845) 458-7799 (888) 583-4237	N/A
3 rd	Manager, NOC	Don Romano	dromano@lighttower.com	(978) 264-6818	(617) 413-0789
4 th	GM/VP Operations, Hudson Valley	Owen Deneny	odeneny@lighttower.com	(845) 458-7731	(917) 560-4014
5 th	SVP, Engineering & Operations	Jason Campbell	jcampbell@lighttower.com	(978) 264-6033	(603) 620-9633