



# PURCHASING DEPARTMENT

## COUNTY OF STEUBEN

3 EAST PULTENEY SQUARE  
BATH, NEW YORK 14810-1510  
(607) 664-2484

### LEGAL NOTICE

The Administration Committee of the Steuben County Legislature and the Steuben County Director of Information Technology will receive competitive sealed bids per specifications for Fiber Optic Cable Maintenance; document #GC-16-030-B.

Bid documents are available at the Purchasing Department, 3 East Pulteney Square, Bath, New York. Telephone number: 607-664-2484. These documents are also available on the Steuben County website at [www.steubencony.org](http://www.steubencony.org).

Interested parties assume all responsibility to acquire bid information and forms. A site visit/pre-bid conference is scheduled at 10:00 a.m., November 10, 2016. Attendees to meet at the Steuben County Office Building, Information Technology Conference Room, 3 E. Pulteney Square., Bath, NY 14810. This is the only opportunity for a pre-proposal conference and site visit.

Bids will be received at the Purchasing Department until 1:30 P.M. local time on the following date: Wednesday, November 30, 2016, at which time and place all bids will be publicly opened and read.

To be considered, bids must be submitted on Steuben County bid forms and delivered in a sealed opaque envelope.

Dated: November 2, 2016

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Andrew G. Morse  
Director of Purchasing

## **GENERAL TERMS AND CONDITIONS**

1. **Objective:**

This bid document is published in order to obtain competitive prices for Fiber Optic Cable Maintenance.

2. **Acquisition of Bid Documents:**

- a) Bid documents are available at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York. The office is open Monday – Friday, 8:30 A.M. – 4:30 P.M., except holidays. Telephone number is 607-664-2484. These documents are also available on the internet; Steuben County website at [www.steubencony.org](http://www.steubencony.org).
- b) Each contractor bears sole responsibility for acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Steuben County to ensure contractor's receipt of bid documents; timely or otherwise.
- c) Receipt of these bid documents, unsolicited or otherwise, shall not be construed a pre-determination of contractor's qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the recipient's equipment, materials, products, and/or services are in compliance with the bid specifications.

3. **Document Number:**

- a) This document has been assigned the following number: GC-16-030-B
- b) Relevant award(s), contract(s), agreement(s), correspondence, etc. shall reference the assigned document number.
- b) It shall be understood by all interested parties that unless amended by, and only to the extent amended by, the Director of Purchasing, this document (as well as all requirements set forth herein) shall become an integral component of any and all relevant contract(s)/purchase order(s)/agreement(s).

4. **Examination, Interpretation, Correction of Bid Documents:**

Each contractor shall examine all bid documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Purchasing Department. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The

issuance of written addendum/addenda is the only official method whereby interpretation, clarification or additional information can be given.

5. **Requirements:**

a) **Prevailing Law -**

To all interested parties – any and all requirements specified herein notwithstanding, it is Steuben County’s intent that, in all instances and under any circumstance, the law of the land shall be in force. Steuben County does not knowingly request nor does it knowingly authorize action(s) which are contrary to the laws, regulations, mandates and all such statutes which are in force at any time during the term of any contract awarded as a result of this bid solicitation. Laws, regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.

b) **Requirements –**

It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Steuben County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contract(s) and that the bid document as published or amended represents the requirements acceptable to Steuben County.

However, any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply:

Steuben County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment;

- 1) does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
- 2) encourages the proffer of equivalent equipment, product, or service from interested contractors and manufacturers.

c) Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.

- 1) Award of a bid shall not be construed as approval, by the County, for the contractor to deviate from this document; regardless of

whether said deviation(s) is stated in the contractor's attachment(s) to its bid.

- 2) Further, the County shall not be bound by the contents and language expressed in the contractor's bid attachment(s) to its bid; including any attachment(s) submitted to the contractor by manufacturers, sub-contractors, suppliers, and other parties.

6. **Preparation of Bid Documents:**

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a) All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).
  - 1) If the submittal of unit price(s) is a requirement, said unit price(s) shall prevail.
  - 2) All mathematical functions (extensions, additions, etc.) are subject to audit.
  - 3) In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.
  - 4) Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.
- b) All forms requiring the contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c) The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
- d) Unless otherwise specified by Steuben County, all bids are required to be: FOB Destination, freight allowed. Destination to be designated by the County.
- e) All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

7. **Non-Collusive Bidding Clause and Certificate:**

- a) Clause –  
"By submission of this bid, each contractor and each person signing on behalf of any contractor 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 contractor 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 contractor and will not knowingly be disclosed by the contractor 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 contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
- b. The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the "NON-COLLUSIVE BIDDING CERTIFICATE" form included in this bid document.

8. **Hold Harmless Clause and Form:**

- a) Clause –  
"The contractor agrees that it shall at all times save harmless the County of Steuben from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury."
- b) The contractor shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the "HOLD HARMLESS CLAUSE" form included in this bid document.

9. **Iranian Energy Sector Divestment Certification:**

Contractor hereby represents that said contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".

By submission of this bid, each contractor and each person signing on behalf of any contractor 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 NYS Finance Law Section 165-a(3)(b).

The contractor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid.

Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this bid document.

10. **Insurance:**

a) This quote document includes an information sheet entitled: STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurance(s) which the contractor(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s).

In the event that the contractor's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the contractor's contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.

b) Steuben County shall be named as an additional insured in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this quote. The quote document number and quote title shall be referenced in the description/additional comments section of the certificate of insurance form.

Additional insured and certificate holder must only read: Steuben County, 3 East Pulteney Square, Bath, N.Y. 14810.

c) Each contractor shall submit an original of its Certificate of Insurance (which indicates the contractor's compliance with the above sections a)

and b) to Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York 14810.

- d) The Certificate of Insurance must be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e) Self-employed persons must carry Worker's Compensation coverage as directed by the Steuben County Risk Manager. Contractor shall submit an original Certificate of NYS Worker's Compensation Insurance Coverage form WC 88 31 21 C, which indicates the contractor's compliance, to be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- f) Worker's Compensation Insurance Exemption: Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.
- g) OSHA Training: Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of two hundred fifty thousand dollars (\$250,000.00) or more; said contract shall be understood, by all parties, to include "the provisions that all of the contractor's and sub-contractor's laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health." Such requirement having been mandated by the New York State Laws of 2007, chapter 282.

In those instances where a quote submittal is required, said certification(s) shall be included with the contractor's submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor's non-certified laborers, workers, and mechanics.

11. **Sales Tax Exemption:**

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

12. **NYS Labor Law; Prevailing Wage and Supplements:**

- a) The attention of each and all contractors is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – Prevailing Wage and Supplements. Steuben County does, in good faith, identify those projects/services it believes to be – Prevailing Wage

and Supplements projects/services. The failure of Steuben County to accurately assess the wage status of a particular project/service shall not relieve the contractor of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.

- b) All interested parties (including, but not limited to, contractors and sub-contractors) shall note, understand and comply with the following: In the event the New York State Department of Labor amends the Prevailing Wage Rate Schedule applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay Prevailing Wages and Supplements shall be required to pay said Prevailing Wages and Supplements in accordance with the most current, applicable Prevailing Wage Rate Schedule in effect at the time the work is performed.
- c) The General Provisions of Laws Covering Workers; NYS-DOL requires as follows: "Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Steuben County) shall receive and maintain such payrolls." As provided for, by the above referenced provisions, Steuben County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. Therefore, Steuben County shall withhold payment(s) to contractors who have not submitted the initial Certified Payroll and the periodic Certified Payroll(s) as required herein.
- d) The contractor shall be required to pay prevailing wage and supplements in accordance with NYS Labor Law Articles 8 and 9.

13. **Equivalents:**

Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

14. **Supportive Documentation:**

In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical

tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Contractor shall offer the equipment/material/products/services which come closest to meeting these specifications.

Where deviation(s) from the specifications contained herein is necessary, the contractor shall note such deviation(s). Contractor shall include supportive documentation that clearly indicates the equipment/material/products/services they bid are equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.

**15. Protection from Claim Against, "Or Equal":**

In the event of any claim concerning or relating to the issue of "equal or better" or "equal", the contractor agrees to hold the County of Steuben free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

**16. Addendum/Addenda:**

a) If an addendum has been issued prior to the County's receipt of bids; Steuben County shall attempt to notify potential contractors known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential contractors receipt of addendum. It shall be the responsibility of each contractor, prior to submitting its bid, to contact the Director of Purchasing (607) 664-2484, to determine if an addendum has been issued.

b) Addendum shall be available for review and/or copy at the Purchasing Department, Room No. 217 of the Steuben County Office Building located in Bath, New York.

c) It is a requirement that the contractor sign, date, and include the addendum with its bid submittal.

**17. Multiple/Alternate Bid Submittal(s):**

For those contractors intending to submit multiple/alternate bids in response to this bid solicitation; the contractor is required and shall submit a completed bid documents packet for each bid submitted. Note: However, if there is a bid surety requirement, one (1) bid surety instrument, written for the highest required amount, shall suffice.

18. **Submittal of Bid(s):**

- a) For each bid it submits, the contractor shall submit two (2) sets of its bid; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)
  - 1) One (1) set shall be stamped (or otherwise indicated) as being the "ORIGINAL."
  - 2) One (1) set shall be stamped (or otherwise indicated) as being the "DUPLICATE" or "COPY."
  - 3) Information presented in the "ORIGINAL" set of the bid submittal shall prevail.
- b) Requirements for addressing the bid submittal envelope:
  - 1) The bid shall be submitted in a sealed opaque envelope marked on the outside with: the contractor's name and address and the designation: "Sealed Bid – Fiber Optic Cable Maintenance GC-16-030-B"
  - 2) The envelope shall be addressed to Andrew G. Morse, Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810.
- c) Bids shall be received at the Purchasing Department, Room #217 of the Steuben County Office Building, at the designated date and time; and at that time bids shall be opened and read publicly.
- d) Facsimile transmitted bids are not acceptable and shall be rejected.
- e) Security procedures are in effect at the Steuben County Office Building. Interested parties, especially contractors who intend to hand deliver bids and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which may arise as a result of security procedures. To be considered "delivered on time," a bid submittal must be received at the Purchasing Department by the appointed hour.

19. **Late Bids:**

Contractors shall bear sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the contractor's risk. Late bids shall not be considered and shall be returned unopened.

20. **Right of County to Seek Clarification, Accept or Reject Bid(s), etc.:**
- a) Steuben County reserves as its right, the right to require clarification from contractors for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.
  - b) Steuben County reserves as its right; the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).
21. **Civil Rights:**  
The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all contractors that it will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.
22. **Award of Bid:**  
For the purposes of this bid and subsequent award(s), it is intended that award(s) be made to the lowest responsible contractor.
- a) Award(s) shall only be made to bids submitted by qualified, responsive, and responsible contractors who sufficiently meet the terms, conditions, and specifications stated herein. However, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine award(s)/contractor(s) in accordance with the best interest of Steuben County.
  - b) Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the appropriate committee(s) of the Steuben County Legislature before any award may be made. Receipt of bids by the County shall not be construed as authority to bind the County.
23. **Executory Clause:**  
In accordance with Section 41 of the New York State Finance Law, Steuben County shall have no liability under any contract or contracts to any contractor or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).
24. **Assignability:**  
The contractor shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Director of Purchasing and the Steuben County Administration Committee.

25. **Term Contract(s):**

- a) Commencement of Contract Term –  
In the event a contract is in place at the time of award of this bid solicitation, the award shall not become effective until the current contract has expired. In the event a contract is not in place at the time of award of this bid solicitation, the award shall become effective as of the date of award.
  
- b) Short Term Contract Extension –  
Steuben County reserves as its right, the right to unilaterally extend any contract(s) awarded as a result of this bid solicitation. Contract(s) may be extended for a period of time not to exceed forty-five (45) days. All terms, specifications, responsibilities, requirements and price(s) shall remain unchanged from the original contract. A written notification to extend contract shall be issued by the Director of Purchasing to the contract holder(s). Note: A contract and/or contracts may not be extended when a succedent award has been made.
  
- c) Long Term Contract Extension -  
Steuben County reserves as its right, the right to renew any contract(s) resulting from this bid solicitation for a definite stated period of time not to exceed one (1) year in length, where:
  - 1) Said renewal is in the form of written consent by all parties to the contract.
  
  - 2) All terms, specifications, responsibilities, requirements, and price(s) remain unchanged from the original contract.
  
  - 3) Said renewal is approved by the appropriate representative(s) and/or committee(s) of the Steuben County Legislature.

26. **Authorized Purchase(s):**

The County's assumption of responsibility for any and all purchases made on its behalf is in the form of a purchase order which is numbered, dated, complete, and bears the signature of the Director of Purchasing or other official; as designated by the Steuben County Legislature. Steuben County shall not be responsible for unauthorized purchases.

27. **Contractor's Failure to Comply:**

The contractor's failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the contractor fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Steuben County. Such action would not necessarily

preclude further initiatives on the part of Steuben County to protect and preserve its interests.

28. **Sufficient Inventory, Equipment, and Staff:**

Contractor is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

Failure of the contractor to fulfill its responsibility shall be sufficient cause for and entitle Steuben County to:

- a) Damages and/or
- b) Purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.

29. **Cancellation of Contract:**

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Steuben County and without stated reason, by delivering a written ten (10) day notice of intent to the contractor(s) or its representative(s). Said notification mailed to the contractor or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

30. **Standard(s):**

It shall be understood by all parties that;

- a) Where in this bid document, compliance with at certain standard (or standards) is required, the contractor shall be required to comply with said standard(s) in its most recent revised form; i.e. the most current revision. The term "standard(s)" shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered "all-encompassing":

<u>Standard:</u>	<u>Established By:</u>
ASTM	American Society for Testing Materials
ANSI	American National Standards Institute
US-EPA/Federal EPA	United States Environmental Protection Agency
NYS DOT	New York State Department of Transportation

- b) Regardless of whether or not standards are specified herein, it shall be deemed a requirement that all contractors adhere to the most current

Government, Industry and Professional standards; regardless of whether those standards are established via dictum or “common practice”.

31. **Interchangeable Terminology:**

For the purpose(s) of this bid solicitation, the following terms are used interchangeably:

- a) Steuben County, county and owner.
- b) Steuben County Director of Purchasing and Director.
- c) Bid documents, bid solicitation, and bid specifications.

32. **Contractors List:**

A contractors list shall not be made available prior to the bid opening.

33. **Questions:**

Contractor’s questions will be accepted until November 16, 2016 and shall be submitted in writing to: Andrew G. Morse, Director of Purchasing, 3 E. Pulteney Sq., Bath NY 14810. No questions will be accepted after this date.

34. **Purchases by Other Local Government and School Districts.**

**New York State General Municipal Law allows all political subdivisions of New York State to make purchases through the resulting contract(s). Services subject to Article 9 of the NYS Labor Law are excluded from this participation.**

- a) **The County of Steuben shall make all contract award information available to other political subdivisions through our website: [www.steubencony.org](http://www.steubencony.org).**
- b) Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the County’s contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
- c) All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- d) No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- e) All bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract

with any other political subdivision in New York State, if called upon to do so. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.

- f) Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, color or delivery points shall be resolved between the successful bidder and the other political subdivisions.
- g) At no time shall any change to price and product specification be permitted, except where an item has been replaced by another item due to obsolescence. In this instance, the County must approve a change of product in WRITING in order for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price will be lower than the originally awarded price.

## **GENERAL INFORMATION AND REQUIREMENTS**

### **1. Scope:**

The work required by this specification consists of furnishing all labor, material, equipment and related items to provide fiber optic cable maintenance/repair and emergency service for Steuben County fiber optic cable located in the town and village of Bath, NY 14810.

### **2. Materials/Work:**

The total price submitted shall include, but is not limited to, provide all the labor, equipment, materials and incidentals to provide fiber optic cable maintenance and emergency service as specified.

### **3. Specifications:**

- a.) Service to include Preventative Maintenance (PM), emergencies, and requirements resulting from Steuben County fiber optic cable related pole attachment contracts, for repair/maintenance/relocation of installed Steuben County fiber optic cable between sites.

Service to a fiber optic cable includes any item of a complete fiber cable run between and to termination patch panels, including termination patch panels, terminations at patch panels, fiber optic cable, fiber cable splices, pole/building attachments, fiber cable related guy/suspension wires/anchors, loop and splice cans/boxes, etc.

Relocation requirements may result from emergencies, or utility pole replacement attachment requirements resulting from Steuben County pole attachment agreements.

- b.) Steuben County's existing fiber optic cables are Corning Inc. products.

Corning Inc. fiber optic cable products as existing products are required for service repair/replacement/maintenance unless otherwise agreed to or specified by Steuben County.

- c.) The vendor will comply with current industry standards, and existing Steuben County fiber optic cable related contracts, and/or permits regarding the installation, repair, and maintenance of Steuben County cable facilities.

Repaired fiber optic cable must be tested and test results supplied to Steuben County.

- d.) The vendor/contractor will obtain permission to perform fiber optic cable service work from agencies whose facilities or right-of-ways may be affected, if required.

- e.) Steuben County has existing agreements with the following:

BEGWS (9/7/05 pole attachment agreement with Steuben County allows for maintenance/repair to Steuben County's cable facilities);

Verizon (12/11/01 pole attachment agreement with Steuben County and additional 2/11/02 Pole License #'s 65-254-P1 & -P2 allows for maintenance/repair to Steuben County's cable facilities).

f.) The vendor will notify the following agencies prior to performing fiber optic service work and provide a service crew contact name and number:

Steuben County IT – (607) 664-2003  
Monday-Friday, 8:00 A.M. – 4:30 P.M.

Steuben County 911-E, if IT is not available.  
(607) 664-2991 or (607) 664-2801

UFPO (Dig Safely)

g.) Steuben County IT will request all service calls, if possible.

In an emergency, if IT can not be notified, Steuben County 911 must be notified.

911 may request an emergency service call and will notify IT as soon as possible.

If possible, prior to performing fiber optic service work, the vendor will notify and coordinate the service work with Steuben County IT.

**4. Fiber Cable List** (\*designates emergency/critical cable):

A Steuben County fiber optic cable network diagram will be available for on-site review only if needed for bid/quote purposes.

Locations—Description--@ Estimated length of cable run

a.) COB – (County Office Building) to CC (County Clerk)  
Multi-mode @ 400'  
12 strand  
Burial – metal conduit – all.

b.) COB to SCS (Special Children's Services)  
Multi-mode @ 500'  
12 strand  
Burial- partial  
Conduit – from COB to Balcom House  
From Balcom House under street to pole

Aerial – partial – from pole to SCS house.

c.) COB to MH (Mental Health) & BPD (Bath Police Department)

Single-mode @ 3700'

24 strand COB to aerial splice can

20 of 24 strands MH to splice can (4 spare strands not spliced/terminated)

4 of 6 strand BPD to splice can (2 spare strands not spliced/terminated)

Aerial – partial – BEGWS utility poles

2 crossing over NYS Route 415

1 Splice Can – splices composed of:

24 strands from COB @ 1200'

20 of 24 strands from COB over 24 strand to MH @ 1300'

4 of 24 strands from COB over 6 strand to BPD @ 1200'

Burial – partial – conduit from COB to 1<sup>st</sup> utility pole @ 100'

d.) \*COB to PSB (Public Safety Building) & 911

Single-mode @12,000' (2.2 miles)

24 strand

COB to 911 Man-hole

PSB to 911 Man-hole

911 to 911 man-hole (may be either 12 or 24 strand? 12 strands spliced/terminated. If 24 strand, 12 spare strands not spliced/terminated)

Aerial – partial – BEGWS & Verizon utility poles

1 crossing over NYS Route 415

Burial – partial – buried conduit – last pole to buildings

Splice in 911 man-hole

18 of 24 strands from COB to PSB

6 of 24 strands from COB to 911

6 of 24 strands from 911 to PSB

e.) PSB to old HCF (Health Care Facility)

Single-mode @500'

16 strand

Burial – conduit

f.) \*PSB (Public Safety Building) to Mt. Washington Tower

Single-mode @ 12,000' (2.2 miles)

24 strand

Aerial – partial @ 500'

Burial – direct

g.) \*911 to PW #2 (Public Works – Station #2) (Spliced from 911 to Mt. Washington Tower)

Single-mode @1700'

4 strand

Aerial – partial @ 1200'

Burial – direct  
– conduit @ 500'

h.) PW #2 to EMS Radio shop  
Single-mode @ 1000'  
24 strand  
Burial – direct

i.)\*911 to PSB  
Single-mode@1000'  
24 strand  
Burial- conduit

j.) \*911 to Mt. Washington Tower  
Single-mode @ 14,000' (2.6 miles)  
24 strand  
Aerial @ 2000'  
Burial – direct

k.) 911 to Civil Defense (Installed 2004)  
Single-mode @3200'  
12 strand

Burial – direct/conduit (above ground route markers) @ 4' depth 1 ½" yellow PVC conduit from manhole, or RR side of 911 drainage pond, to under railroad to about 100' into crop field

Direct buried through field, under gas and over sewer line, to pond

1 ½" yellow PVC conduit about 100' before and under pond and about 100' into Civil Defense lawn

Direct buried about 100' from pond in Civil Defense lawn to Civil Defense building

## **5. Total Current Estimated Feet of Fiber Optic Cable by Mode:**

(excludes internal use in office)

- a.) Multi-mode =@900'
- b.) Single-mode = @49,100'

\*Total estimated feet of fiber optic cable = @50,000'

## **6. Coverage**

- a.) Five (5) days per week. 8 A.M. – 5 P.M., eight (8) hours per day, five (5) days per week, Monday – Friday. Specify if set eight (8) hour time frame, i.e. 8 A.M. to 4:00 P.M.

- b.) Seven (7) days per week. 24/7, twenty-four (24) hours per day, seven (7) days a week.
- c.) Optional; Additional alternative proposed response time guarantee.

## **7. Response Time**

a.) Maximum of twenty-four (24) hour on-site job location response time.

- Indicate maximum guaranteed response time from time of receiving request for service to time of dispatch.
- Indicate maximum guaranteed response time from time of dispatch to time crew will arrive on job site location in Bath, NY to provide service.

b.) Optional; Additional alternative proposed response time guarantee.

## **8. Service Location from Where Dispatched:**

Specify: dispatcher's location; serviceman/crew's home base and location from where serviceman/crew will be dispatched for emergency and non-emergency service; serviceman/crew's distance from Bath, NY; hours and telephone numbers for emergency and non-emergency service call requests; and optional: additional alternative proposed response time guarantee.

## **9. Travel Time/Travel Expenses:**

Specify if travel time hours and travel time rate are included within service coverage hours and/or contract price quote. If not included, also specify travel time hours and travel time rate to Bath, NY.

## **10. Additional Items/Costs/Expenses:**

Specify any additional items, costs not included in contract price quote, i.e. equipment, materials, rate for work/travel time beyond contracted hours of coverage, service call charge, travel expenses, yearly retainer, etc.

## **11. Regulations and Permits:**

The contractor shall comply with all provisions of the rules, regulations, and orders of the Federal, State, and local governmental agencies applicable to the work under this contract. It shall be the obligation of the contractor to keep informed of all government regulations.

Contractor shall apply and pay for all permits and licenses that may be required under this contract.

**12. Contract Period**

- a) One (1) year
- b) Three (3) years
- c) Five (5) years
- d) Optional; additional proposed term option.

**13. Site Visit**

A non-mandatory site visit/pre-bid conference shall be conducted on Thursday November 10, 2016, 10:00 a.m. Interested parties shall meet at the Steuben County Office Building, Information Technology Conference Room, 3 E. Pulteney Square, Bath NY.

**Prevailing Wage and Supplements:**

The contractor shall be required to pay Prevailing Wage and Supplements in accordance with NYS Labor Law Articles 8 and/or 9; prevailing wage rate schedule PRC# 2016010699. A schedule of prevailing hourly wage rates and supplements is available at the Steuben County Purchasing Department.

**Contact Person:**

Questions, concerns, and/or requests for clarification which are specific to the technical requirements stated in this bid document should be directed to Ken Peaslee, Director of IT, 3 East Pulteney Square, Bath, N.Y. 14810, telephone number: 607-664-2003.

BID: Fiber Optic Cable Maintenance  
#GC-16-030-B

BID DAY, DATE & TIME: Wednesday, November 30, 2016; 1:30 P.M. local time

SUBMIT TO: Andrew G. Morse, Director of Purchasing  
Steuben County Purchasing Department  
3 East Pulteney Square  
Bath, New York 14810

PROPOSAL PAGE: The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and contractor's responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated below and pursuant to the bid documents.

	Annual Cost	Total Cost Over Term	Hourly Rate	Max Guaranteed Response Time Request to Dispatch	Max Guaranteed Response Time Dispatch to Arrival Bath
Fiber Optic Cable Maintenance One (1) year term					
Fiber Optic Cable Maintenance Three (3) Year Term					
Fiber Optic Cable Maintenance Five (5) Year Term					

PLEASE PRINT OR TYPE:	
Company Name:	Federal Employee ID:
Company Address:	
Name:	Title:
Signature:	Date:
Telephone Number:	Fax Number:

Attachment "D"  
Certification Pursuant to Section 103-g  
Of the New York State  
General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/ proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
  - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
  - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
  - 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Steuben County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - a) 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

Attachment "D"  
Certification Pursuant to Section 103-g  
Of the New York State  
General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT  
Page 2

formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- b) The County of Steuben has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Steuben would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## NON-COLLUSIVE CERTIFICATE

By submission of this bid, each contractor and each person signing on behalf of any contractor 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 contractor 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 contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Federal Employee ID #: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Bid Title: \_\_\_\_\_

**HOLD HARMLESS CLAUSE**

The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Federal Employee ID #: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Bid Title: \_\_\_\_\_

# CERTIFICATE OF NYS WORKER'S COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and Address of Insured (Use street address only)</p>   <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a":</p> <p>3c. Policy effective period: to</p> <p>3d. The Proprietor, Partners or Executive Officers are:  <input type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy.) The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: \_\_\_\_\_  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: \_\_\_\_\_  
(Signature) (Date)

Title: \_\_\_\_\_

Telephone Number of authorized representative or licensed agent of insurance carrier: \_\_\_\_\_

Please note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

# Appendix A

## STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

**Prior to commencement of work, delivery of services, acquisition of merchandise or equipment** a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

**ITEMS:**

- A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

**Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.**

### MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	<b>PROFESSIONAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONSTRUCTION & MAINTENANCE	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS &amp; COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
COUNTY PROPERTY USED BY OTHERS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and/or additional coverage. If there are questions please contact the Steuben County Risk Manager 607-664-2104