



PURCHASING DEPARTMENT

COUNTY OF STEUBEN

BID DOCUMENT

Legal Notice

Notice is hereby given that the Public Works Committee of the Steuben County Legislature and the Commissioner of Public Works will receive competitive sealed proposals per specifications for:

Title: Fiber Optic Cable Location Services for Steuben County

Document Number: GC-17-034-P

Bid documents are available, as of this date, at the Purchasing Department, 3 East Pulteney Square, Bath, New York. Telephone number: 607-664-2484. These documents are also available on the internet; Steuben County website at www.steubencony.org.

Interested parties assume all responsibility to acquire bid information and forms.

To be considered, proposals must be submitted on Steuben County bid forms and delivered in a sealed opaque envelope. Proposals will be received at the Purchasing Department until 1:30 P.M. local time on Thursday, July 27, 2017; at which time proposals will be opened and read publicly.

Dated: June 30, 2017

Andrew G. Morse
Director of Purchasing

RFP - Fiber Optic Cable Location Services for Steuben County

GENERAL TERMS AND CONDITIONS

1. **Objective:**

(R042208)

This request for proposal is published in order to obtain the professional technical expertise of a contractor for: **Fiber Optic Cable Location Services for Steuben County.**

2. **Acquisition of Bid Documents:**

(R042208)

- a. Bid documents are available, as of this date, 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 607-664-2484. These documents are also available on the internet; Steuben County website at www.steubencony.org.
- b. Each bidder 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 requestor'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 your company'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:**

(R042208)

- a. This document has been assigned the following number: **GC-17-034-P.**
- b. Relevant award(s), contract(s), agreement(s), correspondence, etc. shall reference the assigned document number.
- c. It shall be understood by all interested parties that unless amended by, and only to the extent amended by, the Commissioner of Public Works or 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:**

(R042208)

Each proposer 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 prior to the scheduled bid opening. 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:**

(R051908)

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.

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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;

- i. does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
 - ii. encourages the proffer of equivalent equipment, product, or service from interested vendors 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.
- i. Award of a proposal shall not be construed as approval, by the County, for the awardee to deviate from this document; regardless of whether said deviation(s) is stated in the proposer's attachment(s) to its proposal.
 - ii. Further, the County shall not be bound by the contents and language expressed in the proposer's bid attachment(s) to its proposal; including any attachment(s) submitted to the Proposer by manufacturers, sub-contractors, suppliers, and other parties.

6. **Preparation of Bid Documents:**

(R042208)

Proposals 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.).
 - i. If the submittal of unit price(s) is a requirement, said *unit price(s) shall prevail*.
 - ii. *All mathematical functions (extensions, additions, etc.) are subject to audit.*
 - iii. In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.
 - iv. 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 proposer's signature shall be signed by the proposer or the proposer's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c. The proposer shall submit the proposal 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 proposals are required to be: **FOB Destination, freight allowed. Destination to be designated by the County.**
- e. All proposals 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.

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

(R041811)

a. Clause –

“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. The proposer shall submit a signed and dated Non-Collusive Bidding Certificate with its proposal. Said certificate is mandated by 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:**

(R041811)

a. Clause –

“**HOLD HARMLESS.** 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.”

- b. The proposer 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:**

(05/31/12)

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”.

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

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.

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10. **Required Insurance(s) and OSHA Training:**

(R041811)

- a. This bid document includes an information sheet entitled: **STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS AND CERTIFICATE OF NYS WORKER'S COMPENSATION INSURANCE COVERAGE**. These requirements establish the minimum insurance(s) which the awardee(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 awardee's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee'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 awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.
- b. **Additional Insured, Certificate Holder, and Bid Document Number -**
 - i. **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 bid.
*Note: "**Additional Insured**" shall read – **Steuben County**, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.
 - ii. "**Certificate Holder**" shall read – **Steuben County**, 3 East Pulteney Square, Bath, NY 14810; reference **9.b.iii**, herein.
 - iii. With regard to "**Additional Insured**" and "**Certificate Holder**"; unless specified to the contrary herein, the following shall **not** be acceptable to Steuben County:
 - Other designations such as "Steuben County Legislature"
 - Specific departments (committees, sub-groups, etc.) such as "Department of Public Works"
 - Other entities (public or private) and named individuals such as "ABC" Township, "XYZ" Corporation, "John and Mary Doe", etc.
 - iv. The **Bid Document Number** and the **Bid Title** shall be referenced in the "Description..." / "Additional Comments" section of the Certificate of Insurance form.
- c. Each awardee shall submit an **original** of its **Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form** (which indicates the contractor's compliance with the above sections a. and b.) to the following: Steuben County Department of Public Works, Attention: Janet Olin, Senior Acct. Clerk Typist, 3 East Pulteney Square, Bath, New York 14810 (607) 664-2460.
- d. The **Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form** 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 such Worker's Compensation coverage as directed by the Steuben County Risk Manager.
- f. **Workers' 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 and 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 contractors laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in

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construction safety and health.” Such requirement having been mandated by the New York State Laws of 2007, chapter 282.

In those instances where a Bid/RFP submittal is required, said certification(s) shall be included with the bidder’s/proposer’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:**

(R042208)

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. **Wicks Law Projects under \$500,000.**

(R041811)

Pursuant to Section 101 of the General Municipal Law, bidders on a public works contract, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilation and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not to be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

13. **Equivalents:**

(R042208)

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:**

(R042208)

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. Bidder shall offer the equipment/material/products/services which comes closest to meeting these specifications. **Where deviation(s) from the specifications contained herein is necessary, the bidder shall note such deviation(s). Bidder shall include supportive documentation that clearly indicates the**

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equipment/material/products/services they bid is 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”:**

(R042208)

In the event of any claim concerning or relating to the issue of “equal or better” or “equal”, the awardee 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:**

(R041811)

- a. If an addendum has been issued prior to the County’s receipt of proposals; Steuben County shall attempt to notify potential proposers known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential proposer’s receipt of addendum. It shall be the responsibility of each proposer, 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 proposer sign, date, and include the addendum with its bid submittal. Failure to do so may result in rejection of proposal.

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

(R042208)

For those proposers intending to submit multiple/alternate bids in response to this bid solicitation; the proposer 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):**

(R042808)

- a. For each proposal it submits, the bidder shall **submit three (3) sets of its proposal**; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer’s specifications, etc.)
 - i. One (1) set shall be stamped (or otherwise indicated) as being the “**ORIGINAL.**”
 - ii. Two (2) sets shall be stamped (or otherwise indicated) as being the “**DUPLICATE**” or “**COPY.**”
 - iii. Information presented in the “**ORIGINAL**” set of the proposal submittal shall prevail.
- b. **Requirements for Addressing the Bid Submittal Envelope :**
 - i. The proposal shall be submitted in a sealed opaque envelope marked on the outside with: the Proposer’s name and address and the designation: “**Sealed Proposal – Fiber Optic Cable Location Services for Steuben County.**”
 - ii. The envelope shall be addressed to James L. Gleason, Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810.
- c. Proposals shall be received at the Purchasing Department, Room #217 of the Steuben County Office Building, until 1:30 P.M. local time on Thursday, July 27, 2017, at which time proposals shall be opened and read publicly.
- d. Facsimile transmitted proposals are not acceptable and shall be rejected.
- e. Security procedures are in effect at the Steuben County Office Building. Interested parties, especially respondents who intend to hand deliver proposals and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which may

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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:**

(R042208)

Proposers shall bear sole responsibility for the delivery of their proposal in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the proposer’s risk. Late proposals shall not be considered and shall be returned unopened.

20. **Right of County to Seek Clarification, Accept or Reject Bid(s), etc.:**

(R042208)

- a. Steuben County reserves as its right, the right to require clarification from proposers for the purpose of assuring a full understanding of the bidder’s responsiveness to the solicitation requirements.
- b. Steuben County reserves as its right; the right to accept or reject any and all proposals (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

21. **Civil Rights:**

(R042208)

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 bidders 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 Proposal:**

(R022814)

The award may be made to the most responsible contractor whose proposal is determined to be in the best interest of Steuben County and who is deemed the best fit to serve the County’s requirements based upon criteria stated under the General Information and Requirements section of this request, the evaluation of references, corporate qualification and, if deemed necessary, an interview with the contractor and the designated committee.

Price will not necessarily be the determining factor in the award of contract. All proposals will be evaluated to determine if they are in compliance with all requirements of this request.

Incomplete or non-responsive proposals may be rejected at the discretion of Steuben County.

Award(s) shall only be made to proposals submitted by qualified, responsive, and responsible proposers 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)/awardee(s) in accordance with the best interest of Steuben County.

Award of proposal is not made at the bid opening. All proposals 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 proposals by the County shall not be construed as authority to bind the County.

23. **Executory Clause:**

(R041811)

Steuben County shall have no liability under any contract or contracts to any awardee or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

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24. **Assignability:**

(R042208)

The awardee 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 Commissioner of Public Works and the Steuben County Public Works Committee.

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

(R042208)

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 Commissioner of Public Works 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:**

- i. Said renewal is in the form of written consent by all parties to the contract.
- ii. All terms, specifications, responsibilities, requirements, and price(s) remain unchanged from the original contract.
- iii. Said renewal is approved by the appropriate representative(s) and/or committee(s) of the Steuben County Legislature.

26. **Extension of Contract Usage By Political Subdivisions:**

(R042208)

Political subdivisions, as defined in Section #103 (subdivision 16, Piggybacking contracts) of the General Municipal Law may participate in any contract awarded as a result of this bid document. Responsibility, financial or otherwise, for purchase(s) made by other parties as a result of the extension of this contract, shall not be borne by Steuben County.

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

(R042208)

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.

28. **Awardee's Failure to Comply:**

(R042208)

The awardee'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 awardee fulfills its responsibilities.

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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.

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

(R042208)

Awardee 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 awardee 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 awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

30. **Cancellation of Contract:**

(R042208)

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 awardee(s) or its representative(s). Said notification mailed to the awardee or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

31. **Standard(s):**

(R070208)

It shall be understood by all parties that;

- a. Where in this bid document, compliance with a certain standard (or standards) is required, the awardee 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":

Standard:

ASTM

ANSI

US-EPA/Federal EPA

NYS DOT

Established By:

American Society for Testing Materials

American National Standards Institute

United States Environmental Protection Agency

New York State Department of Transportation

- b. Regardless of whether or not standards* are specified herein, it shall be deemed a requirement that all awardees adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or "common practice".

*See a. above

32. **Interchangeable Terminology:**

(R042208)

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

- a. Steuben County, County and Owner.
- b. Steuben County Commissioner of Public Works and Commissioner.

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- c. Bid Documents, Bid Solicitation, Bid Specifications and Proposals. **Note:** This document is a Request for Proposal (RFP). Consideration for award shall be given in accordance with policy and procedure established for a request for proposal. Any reference, herein, to bid terminology results from the use of the County's standard bid solicitation template. Any such reference shall be understood by all parties to be indicative of equivalent proposal terminology; such as: Bid(s) = Proposal(s).
- d. Bids/bidder and proposals/proposer.
- e. Awardee, Contractor, and Vendor.

33. Bidders List:

(R042208)

A Bidders List shall not be made available prior to the bid opening.

34. Contact Personnel:

(R041811)

Questions, concerns, and/or requests for clarification should be directed to:

Andrew G. Morse, Director of Purchasing.

Telephone (607) 664-2484.

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GENERAL INFORMATION AND REQUIREMENTS

Steuben County is seeking competitive proposals to retain an independent Contractor to perform underground facilities locating and mark-out services as required by the County.

The County currently owns buried fiber optic cable between County facilities located around the Steuben County Office Building in the Village of Bath at 3 East Pulteney Square, and in the vicinity of the CR 113/Rumsey Street intersection, as well as along CR 113 and Kniffen Road to Faucett Road, in the Town of Bath. The County facilities included in this contract are the buildings located at 3 East Pulteney Square, the EMO/E911 Building, the Public Safety Building, the old and new Health Care Facilities, the Civil Defense Building, the Station #2 Highway Garage and the nearby Radio Building, and the Mt. Washington Transmission Tower on Faucett Road. The total estimated length of the various segments of buried fiber optic cable is approximately 4.5 miles. (To obtain map, contact Dan Kahabka, (607)664-2469 or Steve Orcutt (607) 664-2460.)

Additionally, the County owns a sewage effluent line that runs from the County's Leachate Plant on Turnpike Road in the Town of Bath, along CR 10 into the Village of Bath to the Village's Waste Treatment facility. The estimated length of this line is approximately 4.0 miles.

The Steuben County Public Works Committee may award a contract to the Contractor demonstrating the most complete services for the County. Steuben County reserves the right to negotiate with the successful Contractor on requirements, options and pricing. Proposal must be valid for a minimum of 120 days. Selection shall only be made from proposals submitted by qualified, responsive and responsible entities who sufficiently meet the terms, conditions and specifications stated herein.

Contact Person:

(R042208)

Questions, concerns, and/or requests for clarification which are specific to the technical requirements stated in this bid document should be directed to: **Eric Prutsman, Steuben County DPW Quality Control Technician, 3 E. Pulteney Sq., Bath, NY 14810 or at (607) 664-2475.**

Pre-Bid Conference:

There will not be a pre-bid conference held for this proposal, however a site visit is **strongly** recommended. Any proposers that would like a site visit should schedule an appointment with Eric Prutsman at (607) 664-2475.

Price Bid:

(R042208)

This proposal solicits pricing for: **Locating and Mark-Out Services of Underground Facilities for Steuben County.**

The price proposal shall remain fixed (unchanged) for the entire contract period.

Bid Surety:

(R042208)

1. The proposer shall include a **fully executed original bid bond with its submittal**. The bid bond shall be issued by a surety company authorized to do business in New York State. The bond shall be in the amount of **two thousand dollars (\$2,000.00)**. A certified check, cashiers check, or a bank issued Irrevocable Standby Letter of Credit may be submitted in lieu of a bid bond.

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2. The bid surety shall state the proposal document title and document number. Said surety shall be made payable to: Steuben County Finance Department.

Contract Term:

(R042208)

From date of an executed contract through December 31, 2020. Additionally, any contract awarded may be renewed by mutual consent for up to two (2) one (1) year terms from the initial year. **Note: General Terms and Conditions section; Term Contract(s) clause shall prevail.**

Payments:

(R052108)

The contractor shall submit invoice(s) monthly to the Commissioner or his designee as a PDF or Excel document (whichever is preferred by County).

Monthly invoice shall include the following information:

1. The billing period in which the services were performed.
2. The total number of tickets received.
3. The total number of tickets which required a field mark-out including the ticket #, location, contract item and price extension.
4. A list of all additional services performed for the County.

RFP - Fiber Optic Cable Location Services for Steuben County**SPECIFICATIONS AND SCOPE OF SERVICES****Qualifications:**

(R061208)

As part of its proposal, each proposer is required to state its qualifications and references. The proposer should submit sufficient documentation to support its assertion that it is qualified to successfully and legally accomplish the scope and specifications of this request for proposal. The County shall be free to make any inquiry(ies) it deems necessary to ascertain the qualification(s) of the Contractor and/or the accuracy of statements made by the Contractor as to its qualifications. Qualifications which are unacceptable shall be deemed sufficient grounds to reject the proposal. However, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine the Contractor in accordance with the best interest of Steuben County.

The proposer shall include in its proposal a brief description of its firm, its general background and experience in the field of underground utility location services and three (3) references with contact names and phone numbers where the proposer has completed projects similar in nature in the past five (5) years. Specifically, the proposal shall include the following information:

1. Company History - Name and address of the firm (and its parent firm, if applicable). Characteristics of the firm; including number of employees, number of office and field locations, types of work undertaken by the firm, typical clients, and other relevant information (with emphasis on previous and current experience in the field of underground utility location services).
2. Company Contact - Name, title, address, telephone number and fax number of the individual responsible for the proposal, and the same information for the individual to be responsible for the on-site activities of the firm. The term responsible individual(s) shall mean: designated by the firm to be a responsible individual authorized to make decisions, commitments, and statements on the firm's behalf.

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Scope of Services:

The proposal shall include a complete description of how the project is to be accomplished. Key assumptions the proposer has made in developing the proposal should be stated. Be specific; essential details will not be assumed by the County. As a minimum, the proposal shall include the following scope of work:

1. Sufficient fieldwork including potholing as necessary to verify the proposed locating method for the buried fiber optic cable.
2. Physical locating of the fiber optic cable to create a permanent means to accurately determine the horizontal and vertical location of the cable in the field to comply with NYS Code Rule 753 - Protection of Underground Facilities.
3. Accurate and detailed mapping of each segment of the located fiber optic cable.
4. Vertical delineation (markers) for the fiber optic cable at agreed upon distances along the cable route.

Also, clear delineation of the responsibilities, roles and tasks that the proposer expects the County to perform should be included in the proposal. Such responsibilities may include:

1. Providing any available existing mapping of the fiber optic cable.
2. Marking of the fiber optic cable where possible per “Call Before You Dig” requirements.
3. Obtaining any required Highway Work Permits.
4. Backfilling of any potholes.
5. Providing a Project Manager to address any questions or issues and for access to County facilities.
6. Providing Maintenance and Protection of Traffic (above and beyond typical work area delineation and appropriate signage) for any necessary lane or shoulder closures.

Definitions:

As used herein, capitalized terms shall have the meanings set forth below:

- A. “Damage” means any displacement of or removal of support from any underground facility which would necessitate repair of such facility or any destruction or severance of any underground facility or its protective coating, housing or other protective device.
- B. “Emergency” means any abnormal condition which presents an immediate danger to life or property including the discontinuance of a vital utility service necessary for the maintenance of public health, safety and welfare.
- C. “Priority Locate” means any locate request which is deemed a priority, or requires a field dispatch on less than the required 48 hours notice.

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- D. "Excavation" means any operation for the purpose of movement or removal of earth, rock or other materials in or on the ground by use of mechanized equipment or blasting, and includes but is not limited to, digging, augering, backfilling, drilling, grading, plowing in, pulling in, trenching and tunneling; provided, however, that the movement of earth by tools manipulated only by human or animal power and the tilling of soil for agricultural purposes shall not be deemed excavation.
- E. "Excavator" means any person who is engaged in a trade or business which includes the carrying out of excavation or demolition; provided, however, that an individual employed by an excavator and having no supervisory authority other than the routine direction of employees over an excavation or demolition, shall not be deemed an excavator for the purpose of this Part. The act of any employee or agent of any excavator acting within the scope of his or her official duties or employment shall be deemed to be the act of such excavator.
- F. "Identified, But Unlocatable" means an Underground Facility, the presence of which is known, but which cannot be field marked with Reasonable Accuracy (as such term is defined below).
- G. "Locatable Underground Facility" means an Underground Facility, which can be field marked with Reasonable Accuracy (as such term is defined below) by using devices capable of identifying and locating the County's Underground Facilities within the required range of accuracy or by use of the County's address database.
- H. "Locate" means the process of detecting Underground Facilities through the use of inductive or conductive equipment, and marking the surface of the ground to identify the existence and location of Underground Facilities.
- I. "Locate Request" means the notice of proposed Excavation made by an Excavator to the One-Call Notification System and which is forwarded to the Contractor.
- J. "Mark-out" means the use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distance of every fifteen (15) feet, and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association to show the field locations of Locatable Underground Facilities with Reasonable Accuracy.
- K. "One-Call Notification System" means any organization among whose purposes is establishing and carrying out procedures to protect Underground Facilities from damage due to excavation and demolition including, but not limited to, receiving notices of intent to perform Excavation and demolition and transmitting the notices to one or more member Operators of Underground Facilities in the specified area.
- L. "Operator" means any person who operates an Underground Facility to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or telegraph communications, cable television, sewage removal, traffic control systems, or water.
- M. "Person" means any individual, firm, corporation, association or partnership, cooperative association, joint venture, joint stock association, business trust, their lessees, trustees or receivers, municipality, governmental unit or public authority whether or not incorporated.
- N. "Reasonable Accuracy" means locating the approximate horizontal location (excluding depth) of an Underground Facility to the specifications required by applicable law.

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- O. "Tolerance Zone" means (i) if the diameter of the Underground Facility is known, the distance of one-half of the known diameter plus two feet, on either side of the designated center line, (ii) if the diameter of the Underground Facility is not known, two feet on either side of the designated centerline.
- P. "Underground Facility" means a facility and its attachments located underground and installed by an Operator to furnish its services or materials, including but not limited to, pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels and any encasement containing such facilities. Such term shall not include oil and gas production and gathering pipeline systems used primarily to collect oil or gas production from wells.
- Q. "Pre-mark" means the identification of the general scope of Excavation activities using white paint, stakes or other suitable white markings, in a manner that will enable utility Operators to know the boundaries of the proposed Excavation activities. State law requires all Excavators to Pre-mark the area of Excavation before notifying **811 One Call Center**.
- R. "Work Area" means the area of the ground or equivalent surface, which will be disturbed or removed by Excavation work, or affected by demolition or blasting work.
- S. "Free Form Locate Request" means a Locate Request that requires some form of follow-up communication or administrative follow up action with the Excavator.
- T. "Working Days" means Mondays through Fridays, exclusive of public holidays.

Contractor's Responsibilities:

The Contractor shall:

- A. Furnish all necessary labor, supervision, tools, equipment and transportation as required to perform the locate, mark-out and record keeping services of underground facilities owned and operated by the County.
- B. Receive and record locate requests from the local **811 One Call Center** during normal business hours (7:00 a.m. to 5:00 p.m.) on Working Days (excluding holidays and weekends).
- C. Notify the Excavator upon completion of a locate request (perform positive response).
- D. Notify the Excavator of the presence of any Identifiable, but Unlocatable, Underground Facilities of the County, and caution the Excavator that any location information supplied may not be within the definition of Reasonable Accuracy.
- E. Notify the County of any discrepancies or omissions in the records and information provided by the County to the Contractor of which the Contractor becomes aware.
- F. Investigate incidents of Damage for accuracy of the Locate and submit a report with photographs of such investigations. These records shall be maintained for a period of two (2) years.
- G. Respond to Emergency Locate requests which will be billed at the rates specified.
- H. Provide additional mark-out services requested by the County including, but not limited to, engineering

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mark-outs, surveillance and maintenance of mark-out stakes. These additional services shall be billed at the rates specified. All additional services requested by parties other than the County (with respect to the County's Underground Facilities), must be submitted by the Contractor to the County and approved by the County prior to the commencement of any work by the Contractor.

- I. Provide notifications to Excavators via e-mail, fax or voice call (to the extent that applicable information has been received by the Contractor).
- J. Grant the County access to Contractor's electronic database for County's tickets. County will have viewing access and will be able to monitor tickets and perform QC audits.
- K. Comply with all applicable federal, state, county and local laws, ordinances and regulations in the performance of its services.

County's Responsibilities:

The County shall:

- A. Provide to the Contractor sufficient address database and information including any available existing mapping of the County's Underground Facilities.
- B. Provide to the Contractor all new and updated address databases of County's Underground Facilities at the predetermined intervals. These updates shall be provided in an electronic format.
- C. Immediately notify the Contractor's 24/7 Dispatch Service at (800) 262-8600 of any claim of Damage where Locating accuracy is in question, so the Contractor can conduct a thorough investigation. Notice of such incidents shall be made in reasonable time.
- D. Identify to the Contractor all critical circuits and high profile routes whereupon the County desires Contractor to notify the County when a Locate Request has been received with respect thereto.

Records and Reporting:

- A. Contractor shall be required to retain and safeguard the County's Underground Facilities address database and all other information supplied by the County in fulfillment of this contract.
- B. Upon termination of this contract, all original investigation reports, underground address database and all proprietary information (to extent no claims or disputes exist, or are anticipated to arise, with respect to the Underground Facilities to which they relate) shall be returned to the County.

Proposed Pricing:

The following elements must be present in the cost and payment schedule for a proposal to be considered responsive (predicated on the Contractor receiving all Dig Requests directly from the Local 811 One Call Center, enabling utilization of paper free ticket management):

Locate Rate - Contractor is dispatched to the site & marks/clears County owned facilities with supplied maps & records.

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After Hours Emergency Request - Contractor is dispatched to the site & marks/clears County owned facilities with supplied maps & records outside of regular business hours (7:00am – 5:00pm)

Hourly/Stand by Rate - County requests Contractor to perform additional services. All requests must be made & approved by Steuben County.

The prices shall be *in toto* prices per the proposed scope of services. By *in toto*, it is meant, the aggregate of all costs billable to Steuben County including, but not limited to travel, freight, labor, materials and equipment.

The proposal must indicate the cost for each task separately and should contain all of the information relative to performing the work for the tasks as described in this RFP.

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FILE DAY, DATE & TIME: Thursday, July 27, 2017 1:30 p.m. local time

LOCATION: Steuben County Office Building
Purchasing Department
3 East Pulteney Square
Bath, New York 14810

Request for Proposals: Fiber Optic Location Services for Steuben County

PROPOSAL PAGE: The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and contractor's responsibility as stated in the Request for Proposals documents, does hereby submit a proposal for the provision of services as stated below and pursuant to the Request for Proposal.
(R042208)

Requirements and Specifications sections of the RFP must be completed and any deviations explained.
Vendors shall attach detailed responses.

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

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NON-COLLUSIVE PROPOSAL CERTIFICATE

By submission of this proposal, 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.

(R042208)

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employer ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

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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.”

(R041811)

PLEASE PRINT OR TYPE:

Company Name: _____ Federal Employer ID #: _____

Company Address: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone No.: _____ Fax No.: _____

(R042208)

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

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

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

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- 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.

(05/31/12)

Signature

Title

Company Name

Date

STATE OF _____)
COUNTY OF _____) 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

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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	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	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 (R042011)

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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.