

**Tioga County  
Request for Proposals  
(RFP 2016-2)**

**Fiber Optic Construction Consultant**

**Release Date: September 19th, 2016 by 4:30  
PM EST**

**Proposal Submission Deadline: October 7th,  
2016 by 3:00 PM EST**

**Tioga County Information Technology and  
Communication Services Department  
56 Main Street  
Suite 211  
Owego, NY 13827**

This communications serves to apprise you and your firm of the aforementioned Request for Proposals for a consultant to supervise and manage the construction of a new County-owned fiber-optic cable. We invite you and your firm to respond to this Request for Proposal. Please review carefully all sections of the Request for Proposal, paying particular attention to the closing date and time listed within the body of the Request for Proposal. It is anticipated that if an award is made through and by this RFP process, the awarded vendor will be presented with a contract to provide all or some of the services detailed in this RFP.

Firms responding to this Request for Proposal shall submit a Proposal in hardcopy format **by October 7th, 2016 by 3:00 PM EST** to the following address:

Douglas J. Camin  
Director, ITCS  
56 Main Street  
Suite 211  
Owego, New York 13827  
(607)687-8294 (voice)  
(607)223-7004 (FAX)  
[camind@co.tioga.ny.us](mailto:camind@co.tioga.ny.us)

If you do not intend to submit a Proposal, please e-mail or FAX the No Response Form found in APPENDIX E of this RFP.

If you do intent to submit a Proposal, please e-mail or FAX the Intent to Submit Form found on APPENDIX F of this RFP no later than September 26th, 2016 by 4:00 PM EST.

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## **Section 1 – Invitation to Submit Proposal**

### **1.1. Purpose**

Tioga County is soliciting proposals to engage an engineering consultant to solicit for and manage the construction of a fiber-optic communication line between the County-owned building at 56 Main Street and a County-owned radio communication tower at Ballou Rd (approx.. 3.66 mi.) Prospective Respondents must offer a proposal that will meet the scope of work, qualifications, and general description of work activities identified in this Request for Proposals (RFP 2016-2). The proposal must set forth a breakdown of the specific services proposed, the estimated time for completion, the hourly rate to be charged to the County, a proposal for progress payments and a **NOT TO EXCEED total project cost**.

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data and thus be assured of fair and objective treatment in the County review and evaluation process.

### **1.2 Point of Contact (POC)**

The individual identified below, is the sole point of contact regarding this RFP from the date of distribution until the selection of the successful Respondent

Douglas J. Camin  
Director, ITCS  
56 Main Street  
Suite 211  
Owego, New York 13827  
(607)687-8294 (voice)  
(607)223-7004 (FAX)  
[camind@co.tioga.ny.us](mailto:camind@co.tioga.ny.us)

### **1.3 Presentation and Clarification of the County's Intentions**

As a result of this RFP, the County intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.

## **1.4 Time Line**

The schedule of events for this RFP is anticipated to proceed as follows:

- This RFP will be distributed September 19<sup>th</sup>, 2016 by 4:00 PM EST.
- All requests for RFP clarifications must be submitted in writing to the POC at the email address provided in section 2 and received no later than 4:00 PM EST on September 27<sup>th</sup>, 2016.
- All questions will be answered and documented in writing, on or before September 30<sup>th</sup>, 2016 by 4:00 PM EST as an addendum to the RFP. These will be sent out to all Respondents who received the original RFP and who have completed and submitted an “Intent to Submit” form (Appendix F).
- Final RFP submissions must be received by 3:00 PM EST on October 7<sup>th</sup>, 2016 at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

## **Section 2 – Scope of Work**

### **2.1 Description of Facilities**

Tioga County maintains a private fiber-optic infrastructure interconnecting the primary County office buildings in (4) locations (all in Owego, NY) in the following order: 56 Main Street, 20 Court Street, 1062 State Route 38, and 103 Corporate Drive. These are primarily single-mode interconnects, and the county has standardized on single-mode fiber-optics as the preferred solution. The current configuration of the County’s fiber-optic interconnection is a “horseshoe” configuration – there is no corresponding connection from 103 Corporate Drive to 56 Main Street.

### **2.2 Detailed Scope of Work**

#### **2.2.1 Objective and Deliverables:**

The County seeks a consultant to conduct appropriate engineering services and management work to complete a fiber-optic interconnect line between the 56 Main Street building and a county-owned radio tower on Ballou Road in the Town of Owego. At that tower there is wireless network equipment in place linking the Ballou Road tower to 103 Corporate Drive, and completing a “ring” network configuration between all primary County buildings. The consultant selected is expected to:

1. Conduct an appropriate site survey of the path for fiber-optics, identifying any issues that need to be addressed
2. Act as a coordinator to obtain appropriate pole attachments or easements
3. Create a Bid document for construction of the fiber-optic line
4. Manage the Bid process and supervise the chosen vendor during construction
5. Compile appropriate documentation of the path, pole attachments, specifications, certification documentation and other documentation the County may need for record keeping purposes.
6. Obtain all necessary permits and approvals from any governmental agencies
7. Complete any SEQR processes required by statute

### **2.2.2 Goals:**

1. Ensure a working data network link exists between the 56 Main Street building and the Ballou Road communications tower
2. Successful management of the Bidding process
3. Completed documentation of the finished project

## **Section 3 – Specific Proposal Requirements**

### **3.1. Submission of Respondent’s Proposal(s)**

- A. Acceptance Period and Location:** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be **received** at the address below on or before 3:00 PM Eastern Standard Time, on October 7<sup>th</sup>, 2016.

Douglas J. Camin  
Director, ITCS  
56 Main Street  
Suite 211  
Owego, New York 13827

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification:** Respondents receiving this RFP who do not wish to submit a proposal should reply with the “No Response Form” (Appendix E of this RFP) to be received by the indicated contact on the form. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Tioga County Attorney.
- C. Required Copies:** Respondents must submit one (1) signed original Proposal and (2) complete copied sets of the signed original Proposal. Proposal should be clearly marked as “Proposal for Fiber Optic Construction Consultant”. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.
- D. Pricing Period:** For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of the RFPs.
- E. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as “Respondent complies” or “Respondent understands” should be avoided.

### **3.2. Response Date**

To be considered, sealed proposals must arrive on or before the time and date specified in Section 3.1.A. Requests for extension of the submission date will not be granted. Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

### **3.3. Clarifications of RFP and Questions**

Questions that arise prior to or during proposal preparation must be submitted in writing or via email (no questions via telephone will be accepted) pursuant to the instructions in Section 1 of this RFP and must be **received** no later than on or before 4:00 PM Eastern Standard Time, on September 26<sup>th</sup>, 2016. Questions and answers will be provided as an Addenda, on or before 4:00 PM Eastern Standard Time, on September 30<sup>th</sup>, 2016, to all Respondents who have returned a “Intent to Submit Form” found at APPENDIX F of this RFP by September 23<sup>rd</sup>, 2016 at 4:00 PM EST. **The questions and answers must be acknowledged in the RFP response.** No contact will be allowed between the Respondent and any other member of the County with



regard to this RFP during the RFP process unless specifically authorized in writing by the POC. Prohibited contact may be grounds for Respondent disqualifications.

### **3.4. Addenda to the RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Respondents that returned an "Intent to Submit Form" found at APPENDIX F by September 30th, 2016 at 4:00 PM EST. **An acknowledgement of such addenda, if any, must be submitted with the RFP response.**

### **3.5. Organization of Proposal**

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in this Section

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.
  
- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
  
- C. Company Information.** Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:
  - 1. Year the company was organized
  - 2. Identification of company ownership
  - 3. Functions and location of your nearest regional office to Tioga County. Identify the location of your company's headquarters.
  - 4. Any conflicts of interest that may affect the County's potential selection of or entering into an agreement with your organization.
  - 5. Respondents must fill out and submit with their proposals APPENDIX D, Standard Contractor's Questionnaire and APPENDIX C, Certification Regarding Debarment, Suspension, and Responsibility.

**D. Experience.** Provide information that clearly demonstrates your organization’s prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A list of all public sector clients, the dates of engagement for each client. Include the name and address of the client, and the approximate annual budget.
2. Approximate number of Employees and Sub-Contractors which will be utilized to fill this RFP.
3. A summary of all legal action in the past 3 years, that resulted in a decision against the vendor and any pending legal actions.
4. A summary of all contracts terminated prior to completion within the past 3 years.

**E. Respondent’s Proposal.** Respondent must submit a detailed Project Narrative and Work Plan that describes:

1. Its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed.
2. How its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this RFP.
3. Proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.
4. Estimated dates of commencement and completion of work as proposed.

**F. Cost Proposal.** Respondents must detail the proposed compensation for the services. The proposal must set forth a breakdown of the specific services proposed, the estimated time for completion, the hourly rate to be charged to the County, a proposal for progress payments and a **NOT TO EXCEED total project cost**. So that cost proposals may be judged equally, pricing must be submitted on the attached Appendix B, “Cost Proposal Pricing Table”.

**G. Insurance Certificates.** Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4 of this RFP or a letter stating that Respondent will comply with the insurance coverage requirements of Section 4 if awarded the contract.

**H. Exceptions to Standard Tioga County Contract.** For all exceptions to the Standard Tioga County Contract, the Respondent must indicate on a separate sheet labeled “Exceptions Taken to the Standard Contract”, the section number of any requirement to which an

exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

- I. **Exceptions to the Scope of Work Outlined in Section 2 of the RFP.** For all exceptions to the Scope of Work outlined in Section 2 of the RFP, the Respondent must indicate on a separate sheet labeled “Exceptions Taken to the Scope of Work Outlined in Section 2 of the RFP”, the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that the Scope of Work will change as proposed by the Respondent, but rather that the Respondent explain their position so that the exception can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the Scope of Work.
- J. **Exceptions to General Information for the Respondent.** For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled “Exceptions Taken to the General Information for the Respondent”, the section number of any requirement to which an exception is being taken and an explanation of their position.
- K. **Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

### 3.6. Method of Evaluation

- A. **Evaluation Committee:** Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. **Evaluation and Selection Criteria:** All responsive and responsible submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to criteria that the County deems pertinent to these services, which may include, but may not be limited to, the following:
  - 1. Proposed fees
  - 2. Understanding of the Project
  - 3. Degree of Relevant Experience

4. Technical Competence
5. References
6. Capacity and Availability to Perform the Services
7. Other pertinent criteria

**C. Contract Approval Process:** Respondents must be aware that any contract resulting from this RFP is subject to prior approval by the Tioga County Law Department and Tioga County Legislature.

### **3.7 Oral Presentation**

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, the County is under no obligation to offer any Respondent the opportunity to make such a presentation.

### **3.8 Investigations**

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP contract document. The County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

## **Section 4 – General Information for the Respondent**

### **4.1 Reservation of Rights**

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.

- B. Negotiate contracts with the selected Respondents
- C. Award a contract to more than one Respondent.

## **4.2 Contract Negotiation**

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as RFP Appendix A is a copy of the Standard Tioga County Contract which contains mandatory provisions.

Negotiations do not include further revisions to the mandatory provisions depicted in Appendix A. Respondents must take exception as instructed in Section 3.5 if necessary. Any exceptions will be evaluated by the Tioga County Law Department prior to proposal rating.

In addition, the selected Respondent will be required to execute a Business Associate's Agreement with Tioga County. Attached as RFP Appendix G is a copy of the standard Business Associate's Agreement.

## **4.3 Acceptance of Proposal Content**

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded respondent will be required to provide Tioga County with a Word version of its final proposal.

## **4.4 Prime Responsibilities**

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of liability for non-performance of any of its subcontractors. Further, Tioga County shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **4.5 Contract Payment**

Actual terms of payment will be the result of agreements reached between Tioga County and the Respondent selected.

#### **4.6 News Release**

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County.

#### **4.7 Notification of Respondent Selection**

All Respondents who submit proposals in response to this RFP will be notified by the POC of acceptance or rejection of their proposal.

#### **4.8 Independent Price Determination**

- A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
  - 1) The prices in the proposal have been arrived at independently without consultation, communications, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
  - 2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  
- B. Each person signing the proposal certifies that:
  - 1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) or (2) above; or
  - 2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will

not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.

- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) or (2) above.

#### **4.9 Incurring Costs**

The County is not liable for any costs incurred by Respondent prior to the effective date of the contract.

#### **4.10 Material Submitted**

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Tioga County upon submission of the Respondent's proposal to Tioga County without any obligation or liability by Tioga County to the Respondent. Tioga County has the right to use any or all ideas presented by a Respondent.

Tioga County reserves the right to ownership, without limitation, of all proposals submitted. However, because Tioga County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law section 84-90), Tioga County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law section 87, Tioga County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

#### **4.11 Proposal Certification**

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

## APPENDIX A

### SAMPLE TIOGA COUNTY CONTRACT

*The County contemplates that, in addition to all terms and conditions described in this RFP, final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Standard Tioga County Contract.*

*Respondents should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the County may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms.*

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between TIOGA COUNTY, a municipal corporation, with offices at 56 Main Street, Owego, New York 13827, hereinafter referred to as the "COUNTY", and \_\_\_\_\_, with offices at \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the COUNTY is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section 1 hereof, and

WHEREAS, the COUNTY issued a Request for Proposal ("RFP"), and

WHEREAS, the CONTRACTOR has submitted a proposal, dated \_\_\_\_\_, to perform the requested services, and

WHEREAS, the COUNTY Legislature of the County of Tioga by Resolution Number \_\_\_\_ of 20\_\_\_\_, authorized a contract for services as hereinafter described, and

WHEREAS, the CONTRACTOR is willing, able, and qualified to perform such services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto mutually agree as follows:

#### Section 1. SCOPE OF WORK

The CONTRACTOR shall perform the following services for the COUNTY:



(Scope of Work from RFP)

## **Section 2. TERM OF AGREEMENT**

The term of this Agreement shall be for the period of commencing upon execution of the contract until completion of all services outlined in the Scope of Work set forth herein. All work shall be completed no later than XXXX , 2016.

This Agreement shall remain in effect for the period specified above, unless otherwise terminated pursuant to the Termination Clause of this Agreement.

## **Section 3. TERMINATION CLAUSE**

This Agreement may be terminated by the mutual written agreement of the contracting parties.

This Agreement may be terminated by either party for convenience by giving the other party 30 days' prior written notice.

This Agreement may be terminated by the COUNTY, for substantial breach, upon the failure of the CONTRACTOR to comply with the terms and conditions of this Agreement, including the attachments hereto; upon the failure of the CONTRACTOR at any time, to comply with any applicable federal, State or local health, safety or fire code regulations. Any one of above shall be considered a substantial breach.

Upon termination of this Agreement, the CONTRACTOR shall have no further responsibility to the COUNTY or to any other person with respect to providing services specified in this Agreement. Upon termination of this Agreement, the COUNTY shall be obligated to pay the CONTRACTOR for services satisfactorily performed in compliance with the Agreement through the date of termination. Following such payment, the COUNTY shall have no further obligations to the CONTRACTOR under this Agreement.

Any notice of termination under this Agreement will be given in writing at the addresses set forth below, specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the serving party. The CONTRACTOR agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediately effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

To the County:

Tioga County Law Department  
Attn: Tioga County Attorney  
56 Main Street  
Suite 204  
Owego, NY 13827

To the Contractor:  
XXXXXX

**Section 4. PAYMENT FOR SERVICES**

The COUNTY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to be paid, a sum in full satisfaction of all expenses and compensation due the CONTRACTOR not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), payable in the following manner:  
[Set forth progress payments/retainage requirements]

Payment by the COUNTY for the sum(s) herein contracted for shall be made upon the submission of properly executed monthly invoice, supported with such information and documentation necessary to substantiate the invoice, approved by the COUNTY.

The COUNTY may audit records relating to expenses for services provided by the CONTRACTOR pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

**Section 5. INSURANCE AND INDEMNIFICATION**

CONTRACTOR shall comply with the following General Contract and Insurance Specifications:

<b>TIOGA COUNTY, NEW YORK General Contract and Insurance Specifications</b>	
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<b>Project Description or Contract Number:</b>	[Description of project]
<b>Date Issued:</b>	Monday, September 19, 2016 4:14 PM
<b>Vendor name ("Contractor"):</b>	
<b>County Department:</b>	County Department

**Please read these specifications very carefully.** These specifications are part of your contract with Tioga County. It is advisable that you forward a copy of these specifications to your insurance agent. Tioga County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

**Part I. General Provisions**

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II, with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an "occurrence basis" unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder. Excess coverage must be at least as broad as primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance coverage and certificates must be approved by the County Department of Law or its designee prior to commencement of services.
6. The amount of self-insured retention or deductibles, if any, must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-, XI" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract;
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

**Part II. Required Insurance – Minimum coverage types and amounts**

1.

Coverage Type	Minimum Limits												
<p><b><u>Commercial General Liability (CGL)</u></b>  <u>per standard ISO form or equivalent with no modification of coverage for contractual liability</u></p> <ul style="list-style-type: none"> <li>All endorsed policy exclusions shall be disclosed by submittal of forms</li> <li>Tioga County shall be named Additional Insured, on a primary, noncontributory basis. The additional insured coverage shall be provided per ISO forms CG 2010 and CG 20 37 or equivalents and the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. Additional Insured form(s) shall be attached to the Certificate of Insurance.</li> </ul>	<table border="0"> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products &amp; Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal &amp; Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Fire Damage</td> <td>\$300,000</td> </tr> <tr> <td>Medical Expense</td> <td>\$10,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products & Completed Operations Aggregate	\$2,000,000	Personal & Advertising Injury	\$1,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$300,000	Medical Expense	\$10,000
General Aggregate	\$2,000,000												
Products & Completed Operations Aggregate	\$2,000,000												
Personal & Advertising Injury	\$1,000,000												
Each Occurrence	\$1,000,000												
Fire Damage	\$300,000												
Medical Expense	\$10,000												
<p><b><u>Automobile Liability (Comprehensive Form)</u></b>                      Must cover owned, non-owned, leased and hired vehicles.</p>	<p>\$1,000,000                      Combined Single Limit</p>												
<p><b><u>Professional Liability</u></b></p> <ul style="list-style-type: none"> <li>If “Claims Made” coverage, must be maintained continuously for a minimum of three (3) years after contract termination. Also, retroactive date must precede the date of the contract for jail medical services</li> <li>Shall <b>not</b> contain restrictions for                             <ul style="list-style-type: none"> <li>✓ Contractual liability</li> <li>✓ Express warranties or guarantees</li> <li>✓ Personal injury</li> </ul> </li> </ul>	<p>\$1,000,000 Each Claim                      \$1,000,000 Annual Aggregate</p>												
<p><b><u>Data Breach Liability</u></b></p>	<p>\$1,000,000 Each Occurrence</p>												
<p><b><u>Umbrella / Excess Liability (Following Form)</u></b></p> <ul style="list-style-type: none"> <li>To extend over CGL, Auto</li> </ul>	<p>\$1,000,000 Each Occurrence                      \$1,000,000 Annual Aggregate</p>												
<p><b><u>Workers’ Compensation and Employer’s Liability</u></b>                      If you have no employees (sole proprietor) a NYS Workers’ Compensation Board issued waiver of the Workers’ Compensation requirement is acceptable</p>	<p>Part 1 – Statutory                      Part 2 – (Unlimited in NYS)                      \$500,000 Each Accident                      \$500,000 Disease Policy Limit                      \$500,000 Disease Each Employee</p>												

2. The certificate shall:

- indicate coverages and minimum amounts required in part II.1

- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an aggregate insurance limits reduction) unless prior 30 day written notice has been given to the Tioga County. Attach applicable endorsement to the certificate.

3. The Additional Insured & Certificate Holder should read:

County Of Tioga, its elected officials, appointees, employees and designated volunteers

**Attn: Law Department**

56 Main Street, Owego, NY 13827

**Part III. Defense and Indemnification**

The Contractor shall indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, punitive damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorney's fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement for Comprehensive Medical and Mental Health Services for Inmates of the Tioga County Jail . Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

**Part IV. Safety**

Tioga County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Tioga County in no way obligates Tioga County to inspect the safety practices of the Contractor.

If Tioga County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Tioga County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Tioga County's legal obligation to continuously provide contractor's service to the public or Tioga County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Tioga County shall have the right to immediately terminate this contract. In the event that Tioga County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Tioga County in re-bidding the work and /or by the increase in cost that results from using a new contractor.

**Section 6. AMENDMENTS**

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become a part of this Agreement. All Notices

concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

**Section 7. INDEPENDENT CONTRACTOR**

For the purpose of this Agreement, the CONTRACTOR is and shall in all respects be considered an independent contractor. The CONTRACTOR, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of the COUNTY nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The CONTRACTOR shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the CONTRACTOR's employee's' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The COUNTY shall have no responsibility for any of the incidences of employment.

**Section 8. EXECUTORY NATURE OF AGREEMENT**

This Agreement shall be deemed executory only to the extent of the funding available and the COUNTY shall not incur any liability beyond the funds annually budgeted therefor.

**Section 9. NO ASSIGNMENT WITHOUT CONSENT**

The CONTRACTOR shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement, or any part thereof to any person or entity without the prior written consent of the COUNTY.

**Section 10. RIGHT TO INSPECT**

Designated representatives of the COUNTY shall have the right to monitor the provision of services under this Agreement which includes having access at responsible times and places to the CONTRACTOR's employees, reports, books, records, audits and any other material relating to the delivery of such services. The CONTRACTOR agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

**Section 11. Non-Discrimination**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONTRACTOR will not discriminate against any employee or applicant for employment, or any person or inmate served under this Agreement because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, marital status or any other class of person protected against discrimination by state or federal statute.

**Section 12. CONTRACTOR QUALIFIED, LICENSED, ETC.**

The CONTRACTOR represents and warrants to the COUNTY that it and its employees are duly and fully qualified under the laws of the State of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possess as of the date of its execution of this Agreement, and it will maintain throughout the term thereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

**Section 13. CONFIDENTIAL INFORMATION**

“Confidential Information” means any and all non-public, medical, financial and personal information in whatever form (written, oral, visual or electronic) possessed or obtained by either party. Confidential Information shall include all information which (i) either party has labeled in writing as confidential, (ii) is identified at the time of disclosure as confidential, (iii) is commonly regarded as confidential in the health care industry, or (iv) is Protected Health Information as defined by HIPAA.

CONTRACTOR agrees to comply with all applicable laws and regulations, including HIPAA and the HITECH Act, to the extent applicable, in meeting their obligations under this Agreement.

CONTRACTOR agrees to maintain the confidentiality of any Confidential Information, including Protected Health Information and to implement all necessary and appropriate safeguards to prevent any unlawful use or disclosure of any Confidential Information.

CONTRACTOR agrees to report to the COUNTY any use or disclosure of Confidential Information in violation of this Agreement, HIPAA or any other federal, state or local law or regulation.

The obligations of confidentiality under this Agreement will continue indefinitely from the effective date of this Agreement.

CONTRACTOR agrees to execute a Business Associate’s Agreement in connection with the services provided by this contract.

**Section 14. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any and all services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA), HIPAA and HITECH.

**Section 15. LAW**

This Agreement shall be governed by and under the law of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Tioga, New York.

**Section 16. NO WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the COUNTY, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the COUNTY from enforcing each and every term of this Agreement thereafter.

**Section 17. SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

**Section 18. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.



**SIGNATURE PAGE**

**APPENDIX B**

**COST PROPOSAL PRICING TABLE**

Respondents must complete this detailed Cost Proposal Pricing Table and attach to their proposal. If an alternate staffing proposal is made, respondent will detail positions and costs.

Cost Proposal Pricing Table		
ITEM OF SERVICE	ESTIMATED TIME	HOURLY RATE
TOTAL HOURS		

NOT TO EXCEED TOTAL PROJECT COST: \_\_\_\_\_

PROPOSAL FOR PROGRESS PAYMENTS: \_\_\_\_\_

ESTIMATED DATE OF COMPLETION: \_\_\_\_\_

**APPENDIX C**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State, Local) terminate for cause or default.

Date: \_\_\_\_\_

\_\_\_\_\_  
[Print Name of Contractor]

By: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]

**APPENDIX D**

**CONTRACTOR'S QUESTIONNAIRE  
TIOGA COUNTY, NEW YORK**

Respondents must complete this detailed Questionnaire and attach it to their proposal.

The information requested in this questionnaire is to assist the County in evaluating the qualifications of contractors and shall be submitted by all Respondents.

Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law \_\_\_\_ Yes  
\_\_\_\_ No

If you checked "yes" you must identify the information you feel is confidential by placing an asterisk in front of the appropriate question number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

Project: \_\_\_\_\_

1. Contractor: \_\_\_\_\_

DBA Name, if any: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

2. Type of Company: \_\_\_\_ corporation incorporated in:  
\_\_\_\_ partnership  
\_\_\_\_ individual proprietor  
\_\_\_\_ joint venture consisting of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. List names and titles of officers, partners or proprietors.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How long has the company been in business? \_\_\_\_\_

5. List any former names of the company.

---

Identify any affiliates of your company. For purposes by this question, your company and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls or has the power to control both.

Federal ID No. Company Name

Address

_____	_____
_____	_____

6. Has the company, any affiliate or any predecessor or any member of the company ever been included on any federal, state or municipal ineligible or debarred list? \_\_\_\_ Yes \_\_\_\_ No?
  
7. Has the company, any affiliate or any predecessor, been defaulted, or failed to complete a contract in the last five years? \_\_\_\_ Yes \_\_\_\_ No?
  
8. Within the past five (5) years has the company, any affiliate, any predecessor company or entity, or any person identified in question number 3 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each company's "Yes" answer; attach additional pages if necessary).
  - a. A judgment of conviction for any business-related conduct constituting a crime under state or federal law? \_\_\_\_ No \_\_\_\_ Yes
  - b. A criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law? \_\_\_\_ No \_\_\_\_ Yes
  - c. A grant of immunity for any business-related conduct constituting a crime under state or federal law? \_\_\_\_ No \_\_\_\_ Yes
  - d. Any administrative proceeding, civil action or claim? \_\_\_\_ No \_\_\_\_ Yes
  - e. The subject of a lawsuit? \_\_\_\_ No \_\_\_\_ Yes
  - f. Issued a citation by a state or federal entity? \_\_\_\_ No \_\_\_\_ Yes
  - g. The subject of any penalty or fine(s) due to a lack of compliance with the terms of a contract? \_\_\_\_ No \_\_\_\_ Yes
  - h. A rejection of any bid or solicitation response for lack of qualifications or responsibility or because of the submission of an informal, no-responsive or incomplete bid or response? \_\_\_\_ No \_\_\_\_ Yes
  - i. A voluntary exclusion from a contracting agreement? \_\_\_\_ No \_\_\_\_ Yes

- j. Any other federal or state citations, notices, violation orders, pending administration hearings or proceedings or determination of a violation of any labor law or regulation? \_\_\_\_\_ No \_\_\_\_\_ Yes
- k. Any criminal investigation, felony indictment or conviction concerning formation of or any business association? \_\_\_\_\_ No \_\_\_\_\_ Yes
- l. Any bankruptcy proceeding? \_\_\_\_\_ No \_\_\_\_\_ Yes
- m. Any suspension or revocation of any business or professional license? \_\_\_\_\_ No \_\_\_\_\_ Yes
- n. Any citations, notices, violation orders, pending administrative hearings or proceedings or determination for violation of federal, state or local health laws, rules or regulations? \_\_\_\_\_ No \_\_\_\_\_ Yes

I hereby certify the above and attached information to be true, complete and not misleading. False or misleading statements may result in revocation of the award or contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

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

**APPENDIX E**

**NO RESPONSE FORM**

If you choose not to respond to this RFP, please fax or e-mail this form back to Tioga County at your earliest convenience, but no later than September 26th, 2016, to the attention of:

Douglas J. Camin  
Director, ITCS  
56 Main Street  
Suite 211  
Owego, New York 13827  
(607)687-8294 (voice)  
(607)223-7004 (FAX)  
[camind@co.tioga.ny.us](mailto:camind@co.tioga.ny.us)

RFP                                      Fiber Optic Construction Consultant

Company                                      \_\_\_\_\_

Contact Phone:                                      \_\_\_\_\_

Email:    \_\_\_\_\_

Reason for No-Response:

Please check Appropriate Box

- Project Capacity
- Cannot Bid Competitively
- Cannot meet delivery requirements
- Cannot meet specifications
- Do not want to do business with Tioga County
- \*Other


Remarks: \_\_\_\_\_

\_\_\_\_\_

## APPENDIX F

### INTENT TO SUBMIT FORM

If you plan to submit a Proposal, please fax or e-mail this form back to Tioga County at your earliest convenience, but no later than September 26th, 2016 by 4:00 PM EST to the attention of:

Douglas J. Camin  
Director, ITCS  
56 Main Street  
Suite 211  
Owego, New York 13827  
(607)687-8294 (voice)  
(607)223-7004 (FAX)  
[camind@co.tioga.ny.us](mailto:camind@co.tioga.ny.us)

RFP                      Fiber Optic Construction Consultant

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

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

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

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_



# APPENDIX G

## PLANNED FIBER ROUTE MAP

Route from 56 Main Street to Ballou Road Tower  
3.66 Miles

