



STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

FIBER NETWORK PROJECT RENSSELAER COUNTY SEWER DISTRICT

Bid proposals will be received at the Bureau of Central Services, 4th Floor, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, until 10:00 A.M. on Tuesday, October 1, 2024, after which time all bids received will be opened and read aloud. A Mandatory Pre-Bid Meeting/Walk-Through is scheduled for 10:00 A.M., Tuesday, **September 24, 2024**, at the Administration Building at the Foot of Water Street Facility, Troy, NY 12180. Attendance will be recorded. Any Bidder that has submitted a bid and did not attend the Mandatory Pre-Bid Meeting will not be considered for this contract. Directions to the site may be obtained by contacting Jason M. Wheeler, Director of Operations and Maintenance at (518) 283-2235 prior to **September 23, 2024**. All bidders must comply with the General Municipal Law, Sect. 103. The County of Rensselaer reserves the right to reject any and all bids received and to waive any informalities discovered herein. Interested Bidders may obtain bid specification and bid proposal forms, on-line at <https://www.rensco.com/Bids.aspx>, or on BidNet Direct, Empire State Purchasing Group, <https://www.bidnetdirect.com/new-york/rensselaercounty>. Bids will not be faxed or transmitted electronically.

James R. Gordon, Director
Bureau of Central Services
Rensselaer County
County Office Building
East Greenbush, New York 12061

Date: September 9, 2024
Bid No.: RFB-24-29
Page: 1

GENERAL BIDDING INFORMATION

1. CONTENTS of this bid proposal package are as follows:

	White	-	Bid Invitation
	Blue	-	Bidder Information
	Green	-	Bid Specifications
(COMPLETE & RETURN) →	White	-	Official Bid form
(COMPLETE & RETURN) →	White	-	Certification of Compliance: Local Law #2
(COMPLETE & RETURN) →	White	-	Non-Collusive Practices Statement
(COMPLETE & RETURN) →	Gold	-	Official Bid Return Envelope (If Bid mailed to companies)

2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed on this blue sheet. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached green specification sheets. Please read each item carefully so that your bid will be submitted correctly.
3. ADDITIONAL BIDDING INFORMATION may be obtained from the Bureau of Central Services (BOCS), Fourth Floor, County Office Building, 99 Troy Road, East Greenbush, New York, 12061. Area Code (518) 270-2641.
4. BIDDERS' LEGAL CONFORMANCE with section 103 a,b,c,d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal of disqualification of contractors by petition and statement of non-collusion.)
5. DATE OF BID OPENING indicated on the Invitation and Bid Form is the final time for submitting acceptable bids. Those arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the BOCS.
6. INFORMATION PROVIDED BY THE BIDDER on the Official Bid Form shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Bid Form.

LOCATION: Rensselaer County requires the awarded Vendor providing the service to be within a 30-mile radius of the Sewer District Administration Building at the Foot of Water Street Facility, Troy, NY 12180 or that the awarded Vendor has a site location within a 30-mile radius of the Main County Office Facility located at Sewer District Administration Building at the Foot of Water Street Facility, Troy, NY 12180. The name, location, contact person and phone number of this service facility must be clearly identified on the Official Bid Form.

7. PRICE QUOTED on the Bid Form shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required – unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.
8. COMPLETION AND SUBMISSION OF BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.

RETURN the white Official Bid Form, white Certification of Compliance: Local Law #2, 1992 and Non-Collusive Practices Statement, and approved bid surety (if required) in the gold Official Bid return envelope (envelope provided if bid mailed to companies). If you use any other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9. BID SURETY, where required, must be in the form of an original bid bond or bank certified check and made payable to Rensselaer County. VOID AFTER 90 DAY CHECKS ARE UNACCEPTABLE AS BID SURETY. CASH IS NOT ACCEPTABLE.

The surety instrument shall be in the amount of Zero (\$0.00) Dollars as bid surety and will be returned to the unsuccessful bidders within 45 days of the bid award. Bids submitted without the specified surety will not be read aloud and will be immediately rejected. Surety from an existing contract (bid award) may not be used as a surety for this or any other contract.

The surety instrument of the successful bidders is held by the County as a performance bond until the conditions of the award are satisfactorily completed, then returned to the vendor. Whether a bank certified check or bond, the surety instrument held as a performance bond must be valid for the duration of the contract. A bank certified check offered as initial bid security may be replaced by a bond following award of the contract.

10. BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.
11. BID OPENING is held in the office of the Bureau of Central Services and is open to the public. At the indicated hour, all bids received will be opened and read aloud. Bids submitted following the submission time will be returned unopened. Experience shows that bidders and other interested parties' presence is helpful, particularly when clarification of a bid might be desired by the appointed committee.
12. AWARD: Award will be made by the Director of BOCS. The Director reserves the right, before making an award, to investigate the qualification and facilities offered by bidders to insure proper performance.

The award will be made, based on item price or by aggregate net total as stipulated in the specifications OR Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Award shall be made to the lowest responsible bidder, as will best promote the public interest taking into consideration the reliability of the bidder, the quality of the commodity to be supplied and its conformity with the specifications. Bidders are entitled to fair and equitable treatment. It is the Bidder's responsibility to recognize the administrative expense associated with conducting a bid process. Therefore, any protest(s) regarding the process or award shall be filed in writing and on the Bidder's letterhead with the Bureau of Central Services no later than seven (7) calendar days following the date of the bid opening.

The Director also reserves the right to reject any and all bids received, and to waive any informalities discovered therein on behalf of the County. Successful bidders will be notified within sixty (60) days following the bid opening.

13. DELIVERY: Delivery of awarded items or service will be stipulated in the award, unless otherwise noted in the specifications. The decision of the Director of BOCS as to reasonable compliance with the delivery terms shall be final.
14. PAYMENT will be made to the vendor following satisfactory delivery or installation. Vendor must submit completed original claims/vouchers (no photocopies) with the appropriate original invoices to the department ordering the materials, which will in turn verify and forward them to the Bureau of Finance for disbursement, usually within thirty (30) days. Rensselaer County will not pay late charges.

Third Party Contracts: Rensselaer County will enter into a contract with and forward payments only to the company which submits the Request for Bid and is indicated by company name, address and signature on the Official Bid Form. Assignment of the initial contract by the original company submitting the Request for Bid to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

15. PERIOD OF AWARD: Shall be stipulated by the Director of BOCS in the specifications.
16. REJECTION of late delivery or damaged goods shall be determined by the Director of BOCS. Costs associated with removal of rejected items shall be borne by the vendor.
17. EXTENSION OF PRICES: It is the intent of this Request for Bids that, wherever practicable, all political subdivisions and districts located in the State of New York be entitled to make purchases of materials, equipment or supplies from the resulting bid award.

No officer, board or agency of a county, town, village or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the successful bidder with the proper tax exemption certificates or documentation of tax-exempt status. Purchase orders should have this information and be retained for documenting the tax-exempt sale. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term there under by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not be Rensselaer County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Rensselaer County specifically and expressly disclaims any and all liability for such defective performance or breach or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Rensselaer County centralized bid.

18. **CONDITIONS AND CONTINGENCIES:** In the event legislative action is required to either procure, obtain or transfer moneys necessary to fulfill the County's legal responsibilities as purchaser under the terms and conditions of this bid, then in such event any bid award made by the County of Rensselaer is expressly conditional and contingent upon the completion of such legislative action, including such approval as may be required under section 3.06 of the Rensselaer County Charter. Submission of a bid by a vendor to the County of Rensselaer will constitute express acknowledgment and acceptance of any such condition or contingency by that vendor.
19. **"OR EQUALS":** Whenever a food item, commodity or piece of equipment is identified in the bid or specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers etc, it is intended to establish a standard of quality and any food item with substantially equal ingredients and proportions, commodity or equipment of other manufacturers which will perform adequately will be considered equally acceptable provided that the food item, commodity or equipment so proposed is, in the opinion of the Bureau of Central Services, to be of equal substance and function.
20. **ALTERNATE BIDS:** Alternate bids are not acceptable to Rensselaer County, unless specifically called for in the bid proposal.
21. **"HOLD HARMLESS AGREEMENT"** (Applicable to bids involving labor): "The Contractor shall during the performance of this work comply with all Federal OSHA and New York State Laws, take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep all night suitable and sufficient lights and shall indemnify and save harmless the County of Rensselaer and its employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may be held responsible by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from improper methods, materials, implements or appliances used in its performance or construction, or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active passive or concurrent negligent act or omission by the County of Rensselaer or the Manager or any of their employees, officers or agents may have directly or indirectly caused or contributed thereto."
22. **RENSSELAER COUNTY MACBRIDE PRINCIPLES CONTRACT COMPLIANCE LAW (EFFECTIVE 09/01/93):** Rensselaer County Local Law No. 4 of the year 1993 adopted the MacBride Principles of Fair Employment, which are nine principles designed to foster an end to employment discrimination in Northern Ireland. The law states, in part, "in case of a contract which must be let by competitive sealed bidding, wherever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract..., the contracting entity shall refer the contract to the County Legislature, which shall determine if the lowest bidder is responsible..."

Unless expressly stated in writing with the bidder's submission, the bidder's signature on the bid shall constitute agreement with the MacBride Principles and Local Law #4 of 1993. Complete copies of the MacBride Principles and Local Law #4 of 1993 may be obtained at the Rensselaer County Attorney's Office.

23. **PREVENTION OF DELAY** (Applicable to bids involving labor): Notwithstanding any language to the contrary, the Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest and that the contractor and his subcontractor will not employ on the work, any labor, materials, or means whose employment or utilization during the course of the contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspensions of work, or similar troubles by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contractors or on any other building or premises owned or operated by the OWNER. Any violation by the CONTRACTOR of this requirement will be considered proper and sufficient cause for the OWNER to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the OWNER, and to recover any damages from the CONTRACTOR that may have been caused by labor strife and unrest.

The workings of this clause shall not act to derogate the rights and responsibilities granted to labor and Management by Federal and State Laws.

24. **WORKERS COMPENSATION & DISABILITY BENEFITS COVERAGE:** In accordance with Workers Compensation Law Section 57 and Disability Benefits Law Section 220, subd. 8, Rensselaer County is requiring that Bidders submit proof that they have obtained the required workers compensation and disability benefits coverage, or that they are not required to provide coverage within seven (7) calendar days from the Notice of Award notification by the Bureau of Central Services. Only the following completed forms shall be accepted as verification:

Worker's Compensation:

- Form WC/DB-100, or
- Form C-105.2, or
- Form SI-12, or
- Form GSI-105.2

Disability Coverage:

- Form WC/DB-100, or
- Form DB-120.1, or
- Form DB-155

25. **BIDDER'S RESPONSIBILITY:** Bidders who respond to Rensselaer County's request for bids hereby acknowledge and accept responsibility for the following and, as a condition of the bidding process, agree as follows:
- To submit a signed (must be signed in ink), complete and legibly prepared bid. The bid pricing shall be based upon bid specifications promulgated by the County and the bid shall be submitted on the Official Bid Form. The Official Bid Form(s) may not be changed or altered. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**
 - **To agree to not alter the bid document(s) (including the Official Bid Form(s) in any way.**
 - To be responsible for the mathematical accuracy of their bid and to fully extend all bid pricing.
 - To provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Rensselaer County's bid specifications.
 - To provide bid pricing based upon the specified unit per item (i.e. "Case", "Box" "Each", etc). Bidders shall not as a condition of bid/award restrict purchase to specific units (i.e. "Case" lots only).
 - To provide the brand/manufacturer information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Rensselaer County's Bid specifications.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

**County of Rensselaer
Insurance Requirements**

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Liability
\$1,000,000	Each Occurrence
\$ 500,000	Fire Damage (any one fire)
\$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of **all** Contractors, sub-contractors and sub-contractors for **all** liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

\$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

I) Certificate Holder: County of Rensselaer
Attn: Rensselaer County Attorney
Ned Pattison Rensselaer County
Government Center
99 Troy Road, 4th Floor
East Greenbush, New York 12061

II) Limit of Liability
\$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

**County of Rensselaer
Insurance Requirements (Cont'd)**

F. Umbrella Liability

Limit of Liability (minimum limits)

\$2,000,000 each occurrence / \$2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

- A) A description of the work and contract authorization number.
- B) Reference to any special endorsements restricting standard policy coverage.
- C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.
- D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

ADDITIONAL BIDDING INFORMATION

AWARD BASIS: The contract will be awarded to the Bidder with the lowest aggregate net total bid meeting Rensselaer County specifications or Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Rensselaer County reserves the right to reject any and all bids received, waive any informalities and re-bid, if necessary, when it appears to be in the County's best interest.

AWARD PERIOD: The contract will be effective from the date stated in the Notice of Award letter.

BID SURETY: No bid surety is required.

MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid meeting/walk-through will be held at 10:00 A.M., Tuesday, September 24, 2024, at the Administration Building, Foot of Water Street, Troy, New York 12180. Attendance will be recorded. Any Bidder that has submitted a bid and did not attend the Mandatory Pre-Bid Meeting will not be considered for this contract. Directions to the site may be obtained by contacting Jason M. Wheeler, Director of Operations and Maintenance at 518-283-2235 prior to September 23, 2024. Any questions will be addressed during the site visit.

CONTRACT AGREEMENT: The specifications detailed herein and the bidders signed Official Bid Form bid response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between Rensselaer County and the successful bidder. Bidder agrees to all terms stated herein.

INSURANCE: See Page 5, #24 and Pages 6 & 7 for Insurance and Certificate Holder requirements. Upon receiving a Notice of Award from the Bureau of Central Services, Bidder's have seven (7) calendar days to provide proof of insurance (Liability, Workers Compensation and Disability Insurance Coverage). Please submit the insurance certificates to the Bureau of Central Services, 99 Troy Road, 4th Floor, East Greenbush, NY 12061. If the appropriate documentation is not received the contract award will be cancelled without penalty to the County.

NOTICE TO PROCEED: A Notice to Proceed letter shall be issued by the Bureau of Central Services upon receipt of the insurance certificates. No work shall commence until the Notice to Proceed letter has been issued. All work shall be coordinated with the Rensselaer County Sewer District.

NEW YORK STATE PREVAILING WAGE RATES: The New York State Department of Labor has assigned Article 8 Prevailing Wage Case Number of PRC#2024011327 to this particular project. The rates may be accessed through the NYS DOL website at <https://dol.ny.gov/public-work-and-prevailing-wage>. Awarded Bidders are reminded to periodically check the prevailing wage rates throughout the entire length of their contract. Please refer to pages listing Payroll and Payroll Records - as the "Public Agency" Rensselaer County Bureau of Central Services-Purchasing Office is formally notifying the awarded "Contractor(s)" that "certified prevailing wage payrolls for the location listed in Bid No. RFB-24-29" will not be required by the Rensselaer County Bureau of Central Services-Purchasing Office who is producing this bid on behalf of another County Department and authorized Political Subdivisions but rather should be kept on file and maintained by the awarded "Contractor(s)."

LOCAL LAW #2 and NON-COLLUSIVE AGREEMENT: All vendors must sign and enclose Local Law #2 and the Non-collusive agreement with their signed Official Bid Form.

PARTICIPATION BY POLITICAL SUB-DIVISIONS: Authorized political sub-divisions are eligible to participate in this contract under the same pricing and terms as Rensselaer County (see Page 3, #17, Extension of Prices).

REVIEW OF FINALIZED BIDDING RESULTS: If copies of the bid results are required companies may send a FOIL request (Freedom of Information Law) to the Rensselaer County Attorney's Office, Ned Pattison Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, New York 12061 (518) 270-2950, online access: <https://www.rensco.com/FormCenter/County-Attorney-4/Freedom-of-Information-Act-FOIL-Requests-46>.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

TECHNICAL SPECIFICATIONS

Scope of work

Installation of a new fiber backbone to allow interconnectivity between the main office core switches and other buildings and equipment throughout the campus. As part of this implementation all fiber cable will need to be installed, terminated and tested. Certification of cabling is required, all rack, patch panel and other accessories need to be included. **Pricing on the Official Bid Form must be in a lump sum format and include the Contractor's cost of all labor and materials.**

All county owned equipment utilizing this fiber network should be able to maintain a consistent and without interruption of service of no less than 10Gbps between switches in each building.

Current system

Currently there is no connections established between buildings.

Location

The site is located at the Foot of Water Street, Troy, NY 12180 and is a Rensselaer County owned Sewer and Waste Water treatment facility. The facility consists of a main office with lab and the following: Screen building #1, Aerator control building #3. Return sludge pumping station building #4, solids disposal building #6 and Machine shop building #5.

Execution

Vendor will communicate with Client Project Contact to complete the following tasks:

1. Span wire will be installed to lash cables where possible.
2. PVC conduit will be used in limited areas in the tunnel or best recommendation.
3. Ridged conduit will be used from tunnel to Screen building #1, Aerator control building. #3. Return sludge pumping station building #4, solids disposal building #6 and Machine shop building #5.
4. Provide and install Data Rack Administration Building on existing backboard-
 - Middle Atlantic 20U open wall rack or comparable
 - 4U fiber enclosure (Admin Bldg.)
5. Provide and install 12-strand Single mode fiber stainless steel armored cable from the Administration Building Data Rack through the existing tunnel system to the following buildings-
 - Screen Building #1
 - Aerator Control Building #3
 - Return Sludge Pumping Station Building #4
 - Solids Disposal Building #8
 - Machine Shop #5
6. Provide and install single panel fiber housings in each out-building.
7. Provide and install 12-pack SM fiber splice cassette at each end of the fiber cable and splice.
8. Install the splice cassettes in the new fiber enclosures, test and certify.
9. Provide test results and certification. Provide as-built documentation and drawings.

TECHNICAL SPECIFICATIONS Continued:

Scope of work continued:

Materials

(Based on suggested configuration and subject to change based on proposal offering)

- 12 strand single mode armored cable.
- LC Termination panels in each location as needed, Single panel.
- Single panel fiber housing in each out building's, LC to LC.
- PVC conduit, as needed.
- Ridged conduit, as needed.
- Wire span as needed.
- Stainless steel tie wraps as needed.
- 8U wall rack for all out buildings.
- 20U wall rack for Administration building.
- Other materials as suggested in submitted proposals.

Primary Site Contact

Jason Wheeler - Supervisor
Rensselaer County
Foot of Water Street, Troy, NY 12180
T: 518.283.2235 E: jwheeler@rensco.com

Primary Technical Contacts:

John Cubit – Deputy Director
Rensselaer County – Department of Information Services
99 Troy Rd, East Greenbush, NY 12061
T: (518) 270-2708 E: jcubit@rensco.com

Andrew Pelton - Principal Network Admin I
Rensselaer County – Department of Information Services
99 Troy Rd, East Greenbush, NY 12061
T: (518) 270-2791 E: Andrew.pelton@rensco.com

Please note the above scope of work may change up to the release of the actual Request for Bid.

OFFICIAL BID FORM

RENSSELAER COUNTY:

Date of submission of bids up to and including 10:00 a.m., Tuesday, October 1, 2024, after which time all bids will be opened and read aloud.

FIBER NETWORK PROJECT:

Rensselaer County Sewer District

LUMP SUM AMOUNT

\$ _____

- **Pricing on the Official Bid Form must be in a lump sum format and include the Contractor's cost of all labor and materials (See Technical Specifications).**
- **Mandatory Pre-Bid Meeting/Walk-Through:** A Mandatory Pre-Bid Meeting/Walk-Through is required and will be held at 10:00 a.m. on Tuesday, September 24, 2024, at the Rensselaer County Sewer District, Foot of Water Street, Troy, NY 12180 and attendance will be recorded. Any Bidder that has submitted a bid and did not attend the Mandatory Pre-Bid Meeting/Walk-Through will not be considered for this contract.
- **New York State Prevailing Wage Article 8** applies to this project. PRC#2024011327.
- A signed Certification of Compliance with Local Law #2 and a signed Non-Collusive Bidding Certification as required by law and included as provision of the Official Bid Form must accompany your response to this Request for Bid.
- **CONTRACT AGREEMENT:** The specification detailed herein and the bidder's signed response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between the successful bidder and Rensselaer County. Bidder agrees to all terms stated herein. No work may be conducted until the County has formally issued the "Notice to Proceed".

Bidder _____ **Federal Tax ID #** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Authorized Signature _____ **Print Name** _____

Date _____ **Phone** _____ **Fax** _____

Email _____

RETURN IN ENCLOSED BID ENVELOPE

**LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE**

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

(Name of Vendor/Company)

(Person authorized to sign & Title)

(Street or Box Number)

(City, State, Zip Code)

(Authorized Signature)

(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- (a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the 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.

SIGNED: _____ DATED: _____

TITLE: _____ FIRM: _____

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**RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES
COUNTY OFFICE BUILDING
99 TROY ROAD, 4th FLOOR
EAST GREENBUSH, NEW YORK 12061**

NON-BIDDER RESPONSE

The Rensselaer County Bureau of Central Services is interested in the reasons why bidders fail to submit bids. By returning this form, your firm will remain on the vendor list for future bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Other reasons; please explain in detail: _____
- _____
- _____
- _____
- _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Phone: _____ Fax: _____ E-mail: _____

THANK YOU.