

Chemung County - City of Elmira Purchasing Department

John H. Hazlett Building - 4th Floor
203 Lake Street PO Box 588
Elmira, NY 14901
PH: 607-737-2917 FX: 607-737-2073

NOTICE IS HEREBY GIVEN, that sealed proposals are sought and requested by the County of Chemung for the performance of the following contract, according to specifications:

VOICE ACCESS SERVICES FOR VOIP PROJECT

Sealed proposals will be received in the Chemung County-City of Elmira Purchasing Department, Room 403, Fourth Floor, John H. Hazlett Building, 203 Lake Street, Elmira, New York 14901, until **1:45 P.M. on October 10, 2013**. The Proposals will be publicly opened in the Purchasing Department at 2:00 P.M. on the same date.

Please take note:

The Purchasing Office is **not open** from 12:00 Noon to 1:00 P.M. daily.
The Purchasing Office receives one daily US Mail delivery **after 2:00 P.M.**
Any proposal received by the Purchasing Office **after 1:45 P.M. on the due date will not be considered.**
Proposals must be submitted in **duplicate** (one original and one exact copy).
Proposals submitted by facsimile or electronically will not be considered.

The County of Chemung reserves the right to accept or reject any and all proposals submitted and to waive any informality.

Proposals must be made on and in accordance the RFP documents and specifications. Contract documents can be obtained from the County Purchasing Dept. between the hours of 9:00 A.M. to 12:00 Noon and 1:00 P.M. to 4:00 P.M. on or after September 19, 2013.

By:
Tricia Wise
Purchasing Coordinator

Inserted in the Star Gazette: September 19, 2013
Inserted in the Corning Leader: September 19, 2013

SECTION 1 - CONDITIONS OF WORK

1.01 Receipt and Opening of Proposals: The County of Chemung, New York (herein called the Owner) invites Proposals on the form attached hereto. Each proposer shall submit his/her proposal in a sealed envelope which shall bear thereon the following inscription:

PROPOSAL FOR: VOICE ACCESS SERVICES FOR VOIP PROJECT

And either mail or deliver the same in person to the address specified in the Notice to Proposers. The outside of the proposal envelope must bear the name and address of the company submitting the proposal. Included in the proposal (**one original and one copy**) shall be:

Submission of Proposal;
All required submissions listed;
Non-Collusive Form;
Waiver of Immunity;
Iranian Energy Divestment Certification

The original proposal document shall be clearly marked "**ORIGINAL.**" If any discrepancy exists between the original document and the copy, the original document **shall be binding.**

An electronic copy should also be e-mailed to Tricia Wise, Purchasing Coordinator at: twise@co.chemung.ny.us

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered. No proposal may be withdrawn within forty-five days after actual date of the opening thereof.

Proposals delivered prior to the day the proposals are due will be deemed received upon the day of the actual opening of the proposals and will be retained in the interim only as a courtesy to the Proposer.

1.02 Specifications or Scope of Work: See Section 1.02 attached

1.03 Commencement of Work: This pertains to proposals for a service Contract. Upon execution and delivery of the Contract and the delivery of the required performance bonds by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work of the Contract.

1.04 Taxes: The County of Chemung is a tax exempt entity.

1.05 Contractor's Insurance: The Contractor and each sub-Contractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by sub-Contractors. Before commencing the work, the Contractor and each sub-Contractor shall furnish to the Owner one duplicate original policy together with two certificates of insurance for each of the kinds of insurance required satisfactory in form to the

Owner showing that the Contractor and each sub-Contractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until 15 days after Written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards).

All insurance coverage required is to be purchased and maintained by the Contractor under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the Owner and/or the Contractor for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies that may be to the contrary.

The kinds and amounts of insurance are as follows:

Commercial General Liability Insurance. Unless otherwise specifically required, each policy with limits of not less than:

\$ 1,000,000.00 PER OCCURRENCE; \$ 2,000,000.00 AGGREGATE

All damages arising during the policy period shall be furnished in the following specified types:

- 1) Contractor's Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work performed by him under the Contract.
- 2) Contractor's Liability Insurance issued to and providing coverage to each sub-Contractor for liability for damages imposed by law upon each sub-Contractor with respect to all work performed by said sub-Contractor under the Contract.
- 3) Contractor's Protective Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work under the Contract performed for the Contractor by sub-Contractors.
- 4) Protective Liability Insurance issued to and providing coverage to the Owner for all liability for damages imposed by law upon the Owner with respect to all operations under the Contract by the Contractor or by his sub-Contractors, including omissions and supervisory acts of the Owner.
- 5) Contractual Liability Insurance issued to and providing coverage to the Owner for liability imposed by Contract upon the Owner for work performed on private land with respect to all operations under the Contract by the Contractor or by his sub-Contractors.
- 6) Completed Operations Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor and each sub-Contractors arising between the date of the certificate of completion of the work and the date of expiration of the guarantee.
- 7) Said policy shall cover as Primary "additional insured" or, at the option of the Contractor, as Primary co-insured with the Contractor, the County of Chemung and all employees or other representatives of each of them, both officially and personally without liability for premiums.

B. Umbrella Excess Liability. Unless stated otherwise in specifications, policy must have limits of not less than:

\$ 1,000,000.00 PER OCCURRENCE; \$1,000,000.00 AGGREGATE

C. Automobile Insurance. Automobile public liability and property damage insurance covering all claims against the Contractor, each sub-Contractor and the Owner, as a result of work under the Contract, shall be provided by the Contractor in the following amounts:

COMBINED SINGLE LIMIT OF \$ 1,000,000.00

D. State Provisions - Workers' Compensation. Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall at all times during the life of this Contract provide adequate Workers' Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

E. Installation Floater: The Contractor is responsible for damage or theft of their materials and supplies. All materials and supplies will be covered by the Contractor's insurance until the acceptance of the Project by the Owner.

1.06 Indemnification Clause: The Contractor agrees to defend, indemnify and hold harmless the County, its officers and agents, against all liability, judgments, costs, and expenses upon any claims arising from the negligence of the Contractor, its agents, officers or employees, in performing the work under this Agreement.

1.07 Guarantee: The Contractor guarantees all the work and equipment furnished under the Contract against any defects in workmanship. Under this guarantee, the Contractor agrees to make good, without delay, at his own expense, any failure of any such parts due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by such failure. The Contractor also agrees that the Contractor's Bond provided for in the following paragraph shall fully cover all guarantees contained in this paragraph. Items replaced or rebuilt shall carry a one-year guarantee from the date of acceptance of the replacement or repairs.

1.08 Security for Faithful Performance (When required in specifications #1.02): Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond in the amount of at least equal to one hundred percent (100%) of the accepted proposal as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection

The surety on each bond shall be a duly authorized surety company satisfactory to the Owner and shall remain in force for a period of one year following final acceptance of the work by the Owner. The cost of the aforesaid bonds is to be paid by the Contractor and shall be included in the Proposal submitted. In lieu of a performance bond, the County will accept a cash deposit equal to 100% of the proposal, accompanied by an indemnity agreement, in a format to be approved by the County Attorney.

1.09 Additional Security: If at any time the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such Bond shall cease to be adequate Security to the Owner, the Contractor shall within five (5) days after notice from the Owner to do so,

substitute an acceptable bond in such form and sum and signed by such other sureties as may be paid by the Contractor. No payments on current estimates shall be deemed due nor shall be made until the new sureties shall have qualified.

If a PROPOSAL BOND is required, it will be stated in the specifications (1.02). The amount of the Proposal Bond will also be noted in the specifications. A Certified Check for the required amount can be submitted with the proposal, in lieu of a Proposal Bond.

1.10 Executory Clause: It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County of Chemung for said purposes and no liability on account thereof shall be incurred by the County of Chemung beyond monies available for said purposes.

Cancellation: This Contract may be terminated by the County of Chemung, with written notice being given to the Contractor 30 days prior to cancellation and said agreement shall be null and void and have no further effect 30 days after the Contractor's receipt of said written notice from the County.

1.11 Contractor Status: The relationship of the Contractor to the County of Chemung shall be that of an independent Contractor. That the said Contractor in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County of Chemung by reason thereof and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County of Chemung, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credits.

1.12 Pertaining to General Municipal Law: The Contractor shall agree that Sections 103-a and 103-b of the General Municipal Law relative to ground for cancellation of Contract by municipal corporation, and disqualification to contract with municipal corporations, are made part hereof as though fully set forth herein.

1.13 Specification Discrepancy: Should a discrepancy be found in, or omissions from the specifications, requirements for contract, or proposal form, or should he be in doubt as to their meaning, he shall at once notify in writing the Purchasing Director, who will send written instructions to all proposers. The County of Chemung will not be responsible for any oral instructions.

1.14 Assignment and Subletting: The Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Contract or any estate created by this Contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

1.15 Non-waiver: Any waiver of any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

1.16 Default: Provided always, these entire agreements are upon this condition, that if Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified Contractor in writing of Contractor's default here-

under and the Contractor has failed to correct such default within said seven (7) days, or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Contractor and those claiming by, through or under Contractor, and remove Contractors and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

1.17 Rejection or Acceptance: The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the County is deemed the most advantageous for the public and the County. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful applicant, or his refusal to enter into a contract with the County, the County reserves the right to accept the proposal of any other applicant without necessity of re-advertisement.

1.18 License Requirement: Contractor shall agree to maintain continuously applicable state, county, city and federal licenses. The County of Chemung reserves the right to investigate thoroughly the finances, character, experience and record of each proposer and the final award will consider these aspects with the actual proposal. The company submitting the proposal shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

1.19 Contract Period: See Specifications **Section 1.02**

1.20 Tax Exempt Purchasing By Contractor: The Contractor (or approved sub-Contractor) MAY be considered exempt from the payment of State Sales Tax, ONLY when purchasing those materials that will be incorporated in the County owned real property involved in the Contract, by obtaining a CONTRACTOR EXEMPT PURCHASE CERTIFICATE and presenting it when making such purchases. One source for obtaining this certificate is the Department of Taxation and Finance, Technical Services Bureau, W.A. Harriman Campus, Building 8, Room 104, Albany, New York 12227. **THE CONTRACTOR SHALL NOT USE ANY COUNTY TAX EXEMPTION LETTER OR NUMBER.**

1.21 Unauthorized Changes: If this document is found to be altered in any way by a plan holder, it shall be cause for disqualification of the plan holder from any contract resulting from this solicitation and/or any future solicitation by Chemung County or the City of Elmira.

1.22 Iranian Energy Sector Divestment:

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment

activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)." Chemung County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Chemung has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Chemung would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

1.23 Compliance with Law: The Contractor agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes. Chemung County is a Municipal Separate Storm Sewer System (MS4) entity, and its MS4 operators together with third party entities are required to meet the Storm Water discharge regulations of its Storm Water Management Plan (SWMP). The bidder is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

1.02 Proposal Specifications

A. GENERAL CONDITIONS

1. Scope

a. Introduction

Chemung County requests written proposals from qualified firms for voice access services for its new VoIP communications system. The selected firm will coordinate installation activities with other contractors performing network and telecom equipment upgrades as described herein. The RFP is issued by the Information Technology Department to obtain proposals from telecommunications providers for voice access services in the following areas:

- Voice connectivity to the PSTN for about 700 stations on the new VoIP communications system
- Porting of all lines to new network as required
- Coordination with network vendor during implementation
- Design & maintenance of a fail-over plan for voice access services

The RFP will be used to select a technology vendor for the Chemung County project in accordance with the criteria set forth in Section A.2, Award Method (below). The selected firm shall be under contract with Chemung County.

Bid Key Events and Dates are included in Section 102.A.1d.

b. Background

Over the past several years, the Chemung County Information Technology staff has undertaken a comprehensive review of the county's voice and data infrastructure. It found the County Wide Area Network depends on an array of wired and wireless TDM and Ethernet technologies which are not well positioned to support data growth. The County's voice services are primarily Centrex with small PBXs deployed in several locations.

It also noted that during the second half of 2013, the County is in position to take advantage of the Southern Tier Network (STN), a high speed fiber network currently being constructed throughout the county, to support its Wide Area Network.

Therefore the County has decided to perform a complete refresh of its infrastructure and to exercise its option to connect to the STN. On July 9, 2013 it awarded a contract to Systems Management Planning (SMP) of W. Henrietta, NY to manage and implement this project. The selected solution will utilize Cisco's Unified Communications Manager and is scheduled for phased implementation between October 1, 2013 and March 31, 2014.

c. Project Goal

1. Chemung County now seeks Voice Access Services for this new Communication System. This will be provided using SIP trunking over new bandwidth which will be dedicated to voice traffic.
2. The selected vendor for this Voice Access project will work with SMP and the Chemung County IT department to develop a voice access plan for this new system. They will be expected to provide initial limited deployment for testing and training February 3, 2014. This will be followed by the turn-up of departments and concomitant porting of lines which will be staged in groups over the next several months.
3. The two primary locations for trunk access are the IT Data Center at 210 Lake Street and the Human Resources Center at 425 Pennsylvania Avenue.

d. Schedule

Below are the relevant dates for the RFP and the Voice Access project in general. The dates are primarily estimates at this point. If the proposed pricing is affected by dates listed below, it shall be clearly noted in the submitted proposal, otherwise no consideration will be made for change orders due to schedule alterations.

RFP

- RFP issued to Prospective Vendors September 19, 2013
- Deadline for Requests for Information September 30, 2013; 10:00 a.m.
- RFI Responses October 3 2013; 5:00 p.m.
- RFP Responses due October 10, 2013; 1:00 p.m.
- Response review/ Vendor interviews (if required) October 22 – 23, 2013
- Contract award November 13, 2013

Project

- Place order for Access Services November 20, 2013
- Complete Testing Deployment February 3, 2014
- Porting & Conversion of initial department(s) Two weeks later
- Porting & Conversion of remaining department(s) Four weeks later
- Complete entire project prior to March 31, 2014

Request for Information (RFI)

In preparing a proposal, it is anticipated that respondents will have questions regarding the requirements, specifications or conditions described in the RFP. All requests must be in writing as described below. Verbal requests or verbal responses from any party will not be considered valid. All inquiries regarding this RFP should be addressed as follows:

Chemung County-City of Elmira Purchasing Department
John H. Hazlett Building Fourth Floor, Room 403,
203 Lake Street, Elmira, NY 14901
ATTN: Tricia Wise, Purchasing Coordinator
Email: twise@co.chemung.ny.us

All questions must be submitted in writing to the contact person above by email, citing the particular proposal section and paragraph number. Proposers should note that all clarifications and exceptions, including those related to the terms and conditions of the contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all recipients of this RFP in the form of a formal addendum, which will be annexed to and become part of the resultant purchase order.

Requests for Information must be received no later than **1:00 p.m. on September 30, 2013.**

RFI responses shall be forwarded to all prospective proposers no later than **5:00 p.m. on October 3, 2013.**

Other than the Purchasing Department contact person identified above, or their designee(s), prospective proposers shall not approach Chemung County employees during the period of this bid process about any matters related to this RFP or any proposals submitted pursuant thereto.

2. Award Method

a. Pricing

The proposal pricing shall be submitted for each of the components of the services being provided:

- Installation & Implementation Costs
- Monthly Recurring Costs for Voice Access
- Unit Costs for Usage (itemized by type: local, IntraLATA, IntraLATA/Interstate, directory assistance and any other billable features)
- Provide any bundling options to save on above services.

The pricing should be based on a 3 year contract period and must be inclusive of equipment, design, installation, maintenance and support labor and materials, etc. leading to a fully operational voice network implementation which meets the functional requirements provided in this document. Furthermore the contract should be renewable at the County's sole option for two additional one-year periods. The renewal shall be on the same terms and conditions as set forth in the RFP specifications.

The monthly recurring charges should include the cost of the bandwidth and concurrent call paths (CCP's), as well as any equipment or maintenance charges and costs for DID and toll free numbers. As the County wishes to eliminate or at least minimize call blocking, pricing should include costs for providing additional bandwidth and CCP's during periods of heavy call volume.

Usage costs should also indicate any bundled pricing or volume discounts that are available as well as the overage costs for exceeding bundle limits or short-fall charges for missing volume targets.

The pricing for the monthly recurring and usage charges should include all regulatory and recovery fees, surcharges, and taxes which will be applied during the contract period.

Since this is an entirely new communication system whose requirements are based on certain assumptions from the prior system, the County requests that the proposal should include a review of services after each 12 month period of the contract to allow for adjustments in available bandwidth and CCP's based on actual experience.

b. Response Guidelines

The following is a list of the items required to be provided by Proposer in the proposal. A proposal that does not include all of the information requested may be subject to rejection.

Company Profile: Provide full details of the company including legal name, addresses of all company locations, size (revenue and employee count), overall industry experience and qualifications and experience specifically relating to providing SIP trunking for projects of this size, scope and complexity.

References: Provide customer references for projects of similar size and scope that Proposer has completed in the past three years. Customer name, location and contact information including name, phone number and email address are to be provided.

Project Team: Provide a complete list of the Proposer resources that will be utilized on this project. Provide names, titles, roles, certifications as appropriate and resumes of all individuals who will perform project functions.

Network Configuration

Provide a detailed description of the network solution with diagrams where appropriate showing service provider Softswitch/Session Border Controller (SBC) location addresses, VoIP physical and logical connectivity, recommended SIP redundancy options and indicate where fiber is owned and where fiber is leased from a third party. Please note the locations of Chemung County's SBCs (Cisco ISR 2921 Voice Gateways, with CUBE licenses).

Chemung County SBC #1: 210 Lake Street, Elmira NY 14901

Chemung County SBC #2: 425 Pennsylvania Ave, Elmira NY 14904

It is the intent of this RFP that all items included in the specifications will be engineered, installed and maintained by, and under the full responsibility of a single carrier, whether these processes are actually performed by the carrier or not. Full disclosure of any secondary carriers that will be retained by the primary carrier in the fulfillment of any aspect of this contract must be fully disclosed in the proposal.

It is also the intent of this RFP that all voice traffic will be carried on dedicated circuits from the County's premises to the PSTN. Any circuits which may carry other data traffic must be identified and the QoS protocols defined in detail. At no time should the County's voice traffic be carried over the Internet or unmanaged circuits.

c. Evaluation

Proposals will undergo an evaluation process conducted by a Committee selected by the County. The Committee will evaluate the proposals based upon the criteria for selection set forth below.

Purchase Price	40%
Pricing shall be a determinant when coupled with products and services associated with the RFP rather than as the sole factor. Among the other factors which will be considered are flexibility in terms of adjustments to bandwidths and CCP's offered during the term of the contract.	
Technical Proposal	15%
Proposals will be ranked by quality of technical response, the Proposer's ability to provide required features and functionality, the clarity, completeness and conformance to the stated response criteria.	
SLAs, Installation Flexibility, Quality of Redundancy	30%
Proposals will be ranked based upon service levels, ability to support multisite rollout within committed timeframes and the reliability of alternate routing.	
Geographic Coverage and Operational Stability	15%
Proposers will be rated on their ability to provide SIP trunking throughout the County in conformance with project requirements which will be evaluated based on their access to the required infrastructure and history providing this service on a similar scale for other projects.	
Total	100%

The County reserves the right to determine whether interviews will be necessary and whether or not the interview will be conducted in person or over the phone. The purpose of the interview is to further document the proposer's ability to provide the required services, and to impart to the Committee an understanding of how specific services will be furnished. The proposed lead principal, as well all other key personnel proposed to provide the services must be present (or available for a conference call, if the interviews are conducted over the phone) and participate in the interview. The interview will be evaluated on the basis of whether it substantiates the characteristics and attributes claimed by the proposer in its written response to this RFP and any other information requested by the Committee prior to the interview.

The intent is to award the project to the firm that demonstrates the best understanding of the required work and the best capability to implement that work within the project schedule at the lowest cost. Vendors may be contacted for any necessary clarification to their proposal, as required. The contents of the submitted proposals, including pricing are confidential and will not be divulged to other respondents during the evaluation process or prior to award of the project.

B. TECHNICAL SPECIFICATIONS

1. Voice Connectivity

a. Overview

The County currently employs primarily Centrex services for voice. In addition there are several small PBXs. The tables labeled Appendix A provide the current voice access and equipment configuration for each of the County facilities that will be part of the voice system implementation.

It is the County's intention to replace all current voice lines with SIP trunking except for a limited number of POTS or Centrex lines which will remain in place in a number of the County facilities to provide for remote survivability where required.

The new communication system will be running Cisco's Unified Communication Manager 9.1.2 or higher. All services offered must be fully tested and certified to be compatible with this version.

In addition, it should be noted that, as the County has always depended on the high reliability and quality of their Centrex voice infrastructure, full consideration should be given in the design, implementation and ongoing support of the new voice access service for the use of CODEC's that provide the highest voice quality and the provision of routing alternatives, resilience and/or redundancy and power backup to provide as close an equivalent level of stability. These design considerations will, of course and by necessity, be balanced against the considerable budgetary pressures experienced by any public entity.

b. Voice Network Design Considerations

PSTN access will be based on a recommendation for access services that provide the best balance of reliability, cost effectiveness and scalability. Initial design consideration has been given to the use of SIP trunking at the two main network nodes (Data Center and Human Resource Center).as a cost effective and more flexible and scalable solution.

The network should be designed to ensure that, through a combination of WAN and carrier network features, there is alternate path routing for both inbound and outbound voice services to minimize the impact of the failure of any single network element.

The voice network will be designed around two hub locations, the IT Computer Room at 210 Lake Street (Data Center hub) and the Human Resources Center at 425 Pennsylvania Avenue (HRC). These two facilities will be connected via the fiber WAN. Failure at either location should result in the rerouting of outbound calls to the other location. The access services will be designed to provide full alternate route survivability to the two hub locations for both inbound and outbound traffic.

The Sheriff's Department and the Health Center will be designed with Survivable Remote Site Telephony capability.

c. CCP Requirements

i. Traffic Studies

The number of CCP's required was estimated from traffic studies performed by Verizon on the existing Centrex lines (Appendix B). All Call Types were included so that the estimate would provide the maximum number of CCP's. The goal was to ensure that users would not experience any blocked calls as this is their current experience with Centrex.

The Traffic study showed that the peak number of calls, 2,405, was handled during the 11 a.m. -12 noon time period on Tuesday, August 6. Using an average of 2.5 minutes per call yields a total of 6,013 minutes of talk time during peak. This equates to 100.2 hours of call traffic which requires 129 CCP's at 0.1% blocking.

This was further adjusted for seasonal variation in traffic which in October is 8.3% higher based on a comparison of call traffic. The peak traffic was then estimated to be 6,512 minutes at peak. This equates to 108.5 hours of call traffic which requires 138 CCP's at 0.1% blocking.

Allowing for expansion and to keep blocking to a minimum, we are setting a target of 150 CCP's. These should be distributed evenly between to the two hub locations with sufficient bandwidth at each site to support the 150 CCP's should one of the sites fail. The fail-over of the calls between sites should be automatic and seamless.

In addition the County is interested in having access to an additional 30 CCP's on an as needed basis to minimize and possibly eliminate blocked calls due to full utilization of the 150 CCP's during times of peak voice traffic.

ii. CODEC Protocol

The County will choose between G.711, G.722 and G.729, the proposer will be required to support all three CODEC's.

iii. DID Numbers

The County will be porting the existing Centrex lines as DID numbers on to the new service; a total of 583 numbers. There also will be a need for 224 DID numbers for staff currently using PBX extensions. The County also wishes to have an additional 93 DID's for future use within the same exchange, 607- 737-XXXX. This would bring the total number of DID numbers to 800.

2. Usage Requirements

A review of current usage over the past year has yielded the following monthly averages:

- a. Local - 97,512 minutes
- b. Regional Toll - 5,401 minutes IntraLATA; 1,025 minutes Interstate/IntraLATA (PA)
- c. Long Distance - 14,221 minutes
- d. International - none
- e. Directory Assistance - 6 local & 1 national

Occasional variations of up to 20% were observed so bundles must be provided which minimize overage charges without requiring the purchase of oversized packages.

3. Service Level Agreements

- a. Proposers are to provide summarized SLAs in their pricing sheet and a full copy in their response packages.
- b. Proposers also should to provide a complete description of security policies/practices in place.

4. Implementation Support

- a. Provide Preliminary Deployment for Testing and Training.
As noted above in the Project Goal section the County is planning to establish a limited deployment as soon as possible but no later than January 15, for the purpose of testing the VoIP equipment and design features. This deployment will be limited to 10 users in the Data Center at 210 Lake Street. The users will be able to make & receive calls, local & toll, to the PSTN.
- b. Porting of All Lines to New Service.
It is expected that the network contractor, SMP, will perform a complete inventory of lines for each location. They will inform the voice service provider of the number and nature of these lines. It will be the service provider's responsibility to place & manage the port orders with the current provider.
- c. Coordination with Network Vendor (SMP) during Implementation
It is expected that sometime after the initial deployment, probably in the February to March 2014 timeframe, the network vendor will be staging the activation of the network by location. The activation of voice services will similarly be staged over this time and therefore the voice service provider will be available to support this activity. This will include, but not be limited to, the porting of numbers as described below, activation of new DID numbers and all maintenance and disaster recovery services for the active locations.

5. Maintenance and Support

- a. Customer Service and Order Management
Describe any web portal that may be available to the County including features such as capability to monitor network (quality of service, availability, utilization and throughput and performance), develop reports, review billing, input and escalate trouble tickets, reconfigure services including adding additional SIP trunks if required or for failover, etc.
- b. Redundancy and Fail-over Plan for Voice Access Service
Provide a complete description of your sites that will be providing the access to the PSTN including the location of the primary site and fail-over locations, their power back-up procedures and communication protocols supported.
In addition describe how traffic will be handled if connectivity of one of the main hub sites is interrupted.

Appendix A
Current Line and Telephone Inventory by Location

Location	No. of Voice Lines	No. of Other Lines	Regular Phones	Cordless Phones	PBX	Regular Extensions	Cordless Extensions	Voicemail	Data Drops
DATA CENTER									
163 Lake Street	4	2	0	0	1	11	0	11	11
203 Lake Street	21	5	3	18	0	0	0	14	21
210 Lake Street	17	6	1	5	2	8	10	20	14
226 Lake Street	14	2	0	0	1	17	0	22	22
203 William Street	53	4	33	0	1	20	0	46	52
211 William Street	12	2	0	0	0	30	0	30	30
400 E. Church Street	8	1	5	3	0	0	0	7	8
217 Madison Avenue	9	4	0	5	0	0	0	0	5
219 Madison Avenue	6	1	0	0	1	7	0	1	5
320 E. Market Street	14	1	0	1	0	11	0	10	10
Data Center Totals	158	28	42	32	6	104	10	161	178

Appendix A
Current Line and Telephone Inventory by Location

Location	No. of Voice Lines	No. of Other Lines	Regular Phones	Cordless Phones	PBX	Regular Extensions	Cordless Extensions	Voicemail	Data Drops
HUMAN RESOURCE CENTER									
425 Pennsylvania Avenue	83	10	24	46	0	0	0	51	68
425 Pennsylvania Avenue - Admin	33	7	14	12	0	0	0	24	26
425 Pennsylvania Avenue - TA	71	4	17	48	0	0	0	53	65
425 Pennsylvania Avenue - DSS	80	2	63	15	0	0	0	57	78
414 Davis Avenue - CIS	31	2	3	28	0	0	0	29	29
304 Hoffman Street - CAC	15	1	4	11	0	0	0	13	15
378 S. Main Street	9	1	1	6	0	0	0	5	7
HRC TOTALS	322	27	126	166	0	0	0	232	288
HEALTH CENTER									
103 Washington Street Chalk Bldg	13	3	0	0	1	14	0	10	14
Health Dept	36	9	0	0	1	88	2	88	89
Nursing Facility	54	5	22	25	1	6	0	39	41
HD TOTALS	103	17	22	25	3	108	2	137	144
OVERALL TOTALS	583	72	190	223	9	212	12	530	610

Appendix B Traffic Study

**VERIZON
Centrex Group Study Report
August 04,2013 through August 10,2013
'Chemung County'
'203 Lake Street'
Elmira,NY 14901
607-737-2811**

OPC: Group Originating calls from the customer
IPC: Group Incoming calls to the customer
NPC: Intragroup calls within the Centrex

Centrex Group Study Report
August 04,2013 through August 10,2013
Site:: emirnyemds0 Component Type:: TERMINAL GRP Date:: 04AUG2013
Office Type:: 5ESS Current ISV:: 0 Historical ISV:: 0

Centrex Group ID	HOUR	OPC	IPC	NPC
15	00:00	15	22	5
15	01:00	9	20	2
15	02:00	5	5	2
15	03:00	12	8	1
15	04:00	8	5	3
15	05:00	7	1	3
15	06:00	13	8	8
15	07:00	26	11	9
15	08:00	36	16	23
15	09:00	29	32	4
15	10:00	32	26	9
15	11:00	39	37	6
15	12:00	31	34	11
15	13:00	47	29	10
15	14:00	46	26	21
15	15:00	37	47	11
15	16:00	29	34	3
15	17:00	45	38	15
15	18:00	45	43	12
15	19:00	25	42	2
15	20:00	44	47	13
15	21:00	41	24	16
15	22:00	23	21	6
15	23:00	17	15	4
15	Daily Total	661	591	199

Report: MACGS Run Date and Time: 12Aug2013 10:40 Page: 1

Centrex Group Study Report

August 04,2013 through August 10,2013

**Site:: emirnyemds0 Component Type:: TERMINAL GRP Date:: 05AUG2013
Office Type:: 5ESS Current ISV:: 0 Historical ISV:: 0**

Centrex Group ID	HOUR	OPC	IPC	NPC
15	00:00	8	15	1
15	01:00	11	21	5
15	02:00	2	4	1
15	03:00	3	4	0
15	04:00	5	3	2
15	05:00	5	3	4
15	06:00	20	13	10
15	07:00	106	66	21
15	08:00	586	503	250
15	09:00	968	1162	327
15	10:00	911	893	403
15	11:00	928	784	334
15	12:00	423	549	153
15	13:00	1033	882	427
15	14:00	1068	818	401
15	15:00	891	931	319
15	16:00	512	542	131
15	17:00	106	79	23
15	18:00	35	61	8
15	19:00	33	62	6
15	20:00	49	62	14
15	21:00	39	58	8
15	22:00	22	31	11
15	23:00	28	24	8
15	Daily Total	7792	7570	2867

Report: MACGS Run Date and Time: 12Aug2013 10:40 Page: 2

Centrex Group Study Report

August 04,2013 through August 10,2013

**Site:: emirnyemds0 Component Type:: TERMINAL GRP Date:: 06AUG2013
Office Type:: 5ESS Current ISV:: 0 Historical ISV:: 0**

Centrex Group ID	HOUR	OPC	IPC	NPC
15	00:00	18	14	3
15	01:00	6	17	0
15	02:00	7	12	3
15	03:00	5	4	3
15	04:00	7	5	1
15	05:00	6	8	2
15	06:00	17	9	10
15	07:00	80	42	30
15	08:00	586	495	242
15	09:00	995	850	378
15	10:00	984	815	376
15	11:00	981	1115	309
15	12:00	429	468	115
15	13:00	908	950	328
15	14:00	989	919	390
15	15:00	839	760	310
15	16:00	486	350	183
15	17:00	78	79	16
15	18:00	39	60	15
15	19:00	31	41	1
15	20:00	51	43	18
15	21:00	34	34	8
15	22:00	27	20	12
15	23:00	23	24	9
15	Daily Total	7626	7134	2762

Report: MACGS Run Date and Time: 12Aug2013 10:40 Page: 3

Centrex Group Study Report

August 04,2013 through August 10,2013

**Site:: emirnyemds0 Component Type:: TERMINAL GRP Date:: 07AUG2013
Office Type:: 5ESS Current ISV:: 0 Historical ISV:: 0**

Centrex Group ID	HOUR	OPC	IPC	NPC
15	00:00	17	10	3
15	01:00	3	13	1
15	02:00	8	6	1
15	03:00	1	0	1
15	04:00	6	9	1
15	05:00	8	8	5
15	06:00	26	26	16
15	07:00	67	48	29
15	08:00	489	304	180
15	09:00	755	638	253
15	10:00	864	684	320
15	11:00	841	668	322
15	12:00	362	486	109
15	13:00	852	855	338
15	14:00	842	747	369
15	15:00	702	651	276
15	16:00	429	371	124
15	17:00	88	80	23
15	18:00	62	60	22
15	19:00	37	51	3
15	20:00	35	28	10
15	21:00	32	25	10
15	22:00	17	16	11
15	23:00	17	18	6
15	Daily Total	6560	5802	2433

Report: MACGS Run Date and Time: 12Aug2013 10:40 Page: 4

Centrex Group Study Report

August 04,2013 through August 10,2013

**Site:: emirnyemds0 Component Type:: TERMINAL GRP Date:: 08AUG2013
Office Type:: 5ESS Current ISV:: 0 Historical ISV:: 0**

Centrex Group ID	HOUR	OPC	IPC	NPC
15	00:00	10	15	1
15	01:00	13	13	1
15	02:00	14	7	5
15	03:00	7	10	2
15	04:00	4	5	2
15	05:00	13	5	5
15	06:00	44	18	25
15	07:00	111	71	38
15	08:00	496	304	209
15	09:00	813	655	343
15	10:00	837	571	345
15	11:00	734	825	304
15	12:00	373	576	145
15	13:00	748	762	307
15	14:00	886	787	373
15	15:00	774	731	349
15	16:00	424	331	175
15	17:00	91	76	27
15	18:00	79	91	22
15	19:00	11	38	0
15	20:00	70	46	20
15	21:00	52	44	16
15	22:00	63	44	15
15	23:00	44	48	14
15	Daily Total	6711	6073	2743

Report: MACGS Run Date and Time: 12Aug2013 10:40 Page: 5

Centrex Group Study Report

August 04,2013 through August 10,2013

**Site:: emirnyemds0 Component Type:: TERMINAL GRP Date:: 09AUG2013
Office Type:: 5ESS Current ISV:: 0 Historical ISV:: 0**

Centrex Group ID	HOUR	OPC	IPC	NPC
15	00:00	40	36	8
15	01:00	9	19	5
15	02:00	9	10	0
15	03:00	3	3	0
15	04:00	7	8	3
15	05:00	9	12	6
15	06:00	43	47	18
15	07:00	66	85	29
15	08:00	584	566	210
15	09:00	821	721	290
15	10:00	766	711	247
15	11:00	819	724	301
15	12:00	505	563	128
15	13:00	813	859	313
15	14:00	693	749	213
15	15:00	584	620	221
15	16:00	331	349	112
15	17:00	99	103	30
15	18:00	51	60	14
15	19:00	30	43	5
15	20:00	33	38	1
15	21:00	43	31	18
15	22:00	29	23	18
15	23:00	20	21	9
15	Daily Total	6407	6401	2199

Report: MACGS Run Date and Time: 12Aug2013 10:40 Page: 6

Centrex Group Study Report

August 04,2013 through August 10,2013

Site:: emirnyemds0 **Component Type::** TERMINAL GRP **Date::** 10AUG2013
Office Type:: 5ESS **Current ISV::** 0 **Historical ISV::** 0

Centrex Group ID	HOURL	OPC	IPC	NPC
15	00:00	12	11	0
15	01:00	6	8	1
15	02:00	2	2	0
15	03:00	10	13	0
15	04:00	27	17	4
15	05:00	20	11	5
15	06:00	27	30	9
15	07:00	44	30	14
15	08:00	41	25	9
15	09:00	35	47	9
15	10:00	28	48	6
15	11:00	32	39	9
15	12:00	83	38	22
15	13:00	30	41	15
15	14:00	44	68	11
15	15:00	25	43	10
15	16:00	24	46	5
15	17:00	54	58	18
15	18:00	48	51	10
15	19:00	73	49	5
15	20:00	40	28	10
15	21:00	30	28	13
15	22:00	42	20	13
15	23:00	29	31	7
15	Daily Total	806	782	205

Report: MACGS Run Date and Time: 12Aug2013 10:40 Page: 7

Centrex Totals Report
August 04,2013 through August 10,2013

Date:	OPC	IPC	NPC
08/04/2013	661	591	199
08/05/2013	7792	7570	2867
08/06/2013	7626	7134	2762
08/07/2013	6560	5802	2433
08/08/2013	6711	6073	2743
08/09/2013	6407	6401	2199
08/10/2013	806	782	205
Total	36563	34353	13408

Report: MACGS Run Date and Time: 12Aug2013 10:40 Page: 1

OPC: Group Originating calls from the customer

IPC: Group Incoming calls to the customer

NPC: Intragroup calls within the Centrex

TO THE COUNTY OF CHEMUNG: The undersigned hereby declares that he has carefully examined all proposal and contract documents and all interpretations of any addenda to the Contract Documents issued by the County of Chemung and that he has satisfied himself as to all the quantities and conditions, and understands that in signing this Proposal he waives all rights to plead any misunderstanding regarding the same. Pursuant to and in compliance with the Advertisement for Proposals and the Documents relating thereto, the Proposer hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the following proposal prices:

Accompanying this proposal is a proposal bond in the amount of \$ _____, which shall become the property of the Owner if, in case this proposal shall be accepted by the Owner, the undersigned shall fail to provide the required performance bond to the Owner within fifteen days after the date of the County's giving notice of acceptance, by mailing, telegraphing or delivering written notice.

If written notice of the acceptance of this Proposal is delivered to the undersigned within forty-five days after the day of opening of the proposals or after expiration of such forty-five days and prior to the withdrawal of the proposal by the undersigned, the undersigned will, within ten (10) business days after the date of delivery of such notice, execute and deliver the Contract or Contracts in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney's requirements.

In the event that addenda are issued, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum # _____ Addendum # _____ Addendum # _____

Name of Proposer or Authorized Representative

Signature of Proposer or Authorized Representative

Date

Name and Address of Company

Telephone, Cellular Phone, and Fax Numbers of Proposer

**NON-COLLUSIVE PROPOSAL CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

A. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal 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 proposal 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 proposer or with any competitor;

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

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

B. A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposal (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Proposer

**ALL PROPOSERS MUST SIGN
THIS CERTIFICATION PRIOR
SUBMISSION OF THE PROPOSALS.**

**WAIVER OF IMMUNITY PURSUANT TO 103a
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify 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 of any political subdivision thereof or of a 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, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contract with any municipal corporation or fire 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, since the effective date of this Law, 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.

Authorized Signature for Proposer

Title

Date

(Corporate Seal, if any)
(If no seal, write "No Seal"
across this place and sign)

IRANIAN ENERGY DIVESTMENT CERTIFICATION

**Pursuant to Section 103-g
Of the New York State
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

COUNTY OF CHEMUNG, NEW YORK

****NOTICE OF AWARD****

Issued to: Company Name _____

Company Address _____

Company City/State/Zip _____

Bid Number and Title _____

Advertisement Date _____ Bid Opening Date _____

Chemung County Legislature Resolution Number _____ Date _____

Chemung County has considered your bid submitted for the above entitled bid, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement and furnish any required Performance BOND, Payment BOND, and certificate of insurance within **ten (10) business days** from the date of this Notice. If you fail to execute said Agreement and to furnish said BONDS within ten (10) business days from the date of this Notice, Chemung County will be entitled to consider all your rights arising out of the County's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The County will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

Chemung County Department of _____

Street Address _____

Post Office Box _____ City _____ State _____ Zip Code _____

Telephone _____ Fax _____

By: _____

Department Head Signature

Typed Name/Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____

Authorized Signature

Typed Name/Title

For: _____

Organization

DATED the _____ day of _____, 20__.

COUNTY OF CHEMUNG, NEW YORK

****NOTICE TO PROCEED****

Issued to: Company Name _____
Company Address _____
Company City/State/Zip _____

Bid Number and Title _____

PLEASE BE ADVISED that work may begin on the above contract on _____
20__ and shall be completed on or before _____ 20__.

Chemung County Project Manager: _____

PH: _____ FAX _____ Mobile PH: _____ Email: _____

Project Engineer: _____

PH: _____ FAX _____ Mobile PH: _____ Email: _____

You are required to return an acknowledged copy of this NOTICE TO PROCEED within five (5)
calendar days of the date of this Notice to:

Chemung County Department of _____

Street Address Post Office Box City State Zip Code

Telephone Fax

By: _____
Department Head Signature Typed Name/Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE TO PROCEED

NOTICE TO PROCEED is hereby acknowledged and accepted.

By: _____
Authorized Signature Typed Name/Title

For: _____
Organization

DATED the _____ day of _____, 20__ .

AGREEMENT FORM

THIS CONTRACT, made and entered into this _____ day of _____, _____ by and between the County of Chemung, 203 Lake Street, Elmira, New York 14901 (Administrative Office address), hereinafter designated as the OWNER, and:

Hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the parties hereto, each in consideration of the Agreements of the part of the other herein contained, have mutually agreed and hereby mutually agree, the OWNER for itself and its successors and the CONTRACTOR for itself, himself, herself, or themselves and its successors, his, hers, or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION: Under this Agreement and Contract, the CONTRACTOR shall proceed with such project or services as hereby described:

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all of the matters and thing to be performed by the Owner and herein provided; the Contractor agrees, at his/her own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1. Hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions as contained in the proposal package and specifications, made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished and equipment and supplies sold, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Proposal hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Proposal Documents and Specifications; Addenda; Plans or Drawings; Non-Collusion Proposal Certificate; Waiver of Immunity; Iranian Energy

Divestment Certification; Proposer’s submittals; Agreement form; Site Entry and Indemnity; Insurance Certificate; Proposal Bond and/or Performance Bond; Notice of Award; Notice to Proceed.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents, and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement,

By: (Contractor)

(Seal)

Signature

Company Name

Company Address

By: (Owner - County)

(Seal)

Thomas Santulli, County Executive

SITE ENTRY AGREEMENT AND INDEMNITY

Date:_____

Owned and/or Operated by the following:

CONTRACTOR:_____ Print Name

_____ Address

()_____ Phone

_____ Person to Contact

SITE/PROJECT:_____

Subject to the terms and conditions herein stated and agreed to by the above named Contractor, the above named Owner does hereby give permission to Contractor to enter the above named project.

A. INSURANCE: Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

1. Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.

B. Commercial General Liability Insurance, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

Comprehensive Automobile Liability with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

Umbrella Excess Liability, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

CONTRACTOR'S EQUIPMENT: All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from an against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney’ fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor’s indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor’s indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

LIMITATION ON ENTRY: Contractor’s rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner’s request.

AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests, will provide evidence of such authority to owner within 24 hours).

RECEIPT OF COPY: Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONTRACTOR:

APPROVAL OF OWNER:

(Name of Company)

(Signature)

(Print Name & Title)

(Signature)