Southern Tier Network
Open Access Dark Fiber Optic Network

Southern Tier Network
Operating in Steuben, Schuyler, Chemung, Yates, Allegany, Tompkins, Tioga, & Broome Counties, New York
Date: August 5, 2021

INVITATION TO BID
Construction of Open Access Fiber Optic Network Extensions and Emergency Restoration Services

Southern Tier Network, Inc.
(A Local Development Corporation)
C/o Steven Manning, CEO
8 Denison Parkway East
Suite 310
Corning, New York
smanning@southern-tiernetwork.org
www.southern-tiernetwork.org
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**Southern Tier Network Bid Manual**

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END OF SECTION
Invitation to Bid – Southern Tier Network Fiber Optic Wide Area Network

PART 1 – SUMMARY OF WORK

1.01 DESCRIPTION OF PROJECT

The Southern Tier Network, Inc. (herein STN) is a not-for-profit, 501 (c) (3) Local Development Corporation (LDC) which owns and operates a 600+ mile Open Access Dark Fiber Network in Steuben, Schuyler, Chemung, Yates, Allegany, Tompkins, Tioga, and Broome Counties, New York. The network has been in operation since 2012 with additional backbone sections added each year. STN wishes to establish a non-exclusive contract with selected contractor(s) for new construction services and for emergency restoration/call-out services. The contractor should provide 3-year and 5-year pricing.

New Construction:

1. STN will from time-to-time secure contracts with customers to connect new locations to the STN backbone. Aerial and underground fiber optic construction may be required as well as, construction of building entrances, limited inside wiring, mounting of racks and termination panels as well as splicing and testing.

2. STN will be looking to work with the contractor(s) to set reasonable mutually agreeable Firm Order Commitment (FOC) dates between STN, STN’s customer and STN’s selected contractor(s). That said, STN will be looking for the contractor to work closely with STN to ensure FOC dates are met.

3. STN receives requests for make ready to raise, lower or transfer facilities. STN is looking for a contractor to perform these services in a timely manner, with the expectation that the raise, lower and transfers can be scheduled and completed within 15 days of request.

Any new fiber optic cable will be placed (aerial and underground) within existing state, county or local Rights-of-Way (ROW). Some new segments could potentially be constructed off ROW within utility easements. Underground construction will be used where poles are either too congested or don’t exist. Underground construction will also be employed for highway, railroad and/or river crossings where pole lines don’t exist. The STN will secure all required pole attachment agreements and conduit occupancy agreements from existing utilities for any new fiber builds.

For aerial construction, both strand and lash and drop cable could be specified. For most fiber optic connections, the aerial fiber optic cable will be placed on poles at the top of the communications zone, and a minimum of forty inches (40”) below the lowest electric per the National Electric Safety Code (NECS).

In addition, STN is requesting unit pricing for any moves, adds, or changes to the network. Types of new construction could potentially include:

1. new aerial fiber cable placed on existing pole lines within the communications zone,

2. new underground conduit and fiber cable, and

3. new fiber cable placed in existing conduit.
4. Splicing and testing

5. Along the 600+ mile network, in the event of a fiber break, degradation of service or service interruption, STN is contractually obligated to respond and commence work repairing the defect within 2 hours and restore effective use of strands within 4 hours of notification or discovery. STN is looking for a contractor that will ensure response and arrival within this window of time to troubleshoot and locate the damaged fiber and affect the repair of the damaged fiber within a four-hour period from the time notification.

6. From time to time, STN engineers will inspect and find issues with the network that require maintenance such as loose lashings, sagging cable, damaged poles. STN is looking for a contractor to be able to respond to these maintenance issues in a timely manner and affect the restoral of the asset.

The fiber optic cable and pathway will be owned, operated, and maintained by the STN. It will be expected that the contractor will provide STN with weekly or daily installation schedule updates so STN can plan and convey to its customers when work will be completed.

Respondents will be asked to submit unit prices for aerial fiber optic cable placed in the communications zone as well new underground conduit and existing underground conduit. Please note that there are unit prices for ‘place’ only, where STN may provide the materials. In the case where the unit price asks for both furnishing materials and installation (herein ‘PROVIDE’) the bidder should seek material price quotes from Corning Cable Systems or their designated regional distributor. Only Corning Cable Systems fiber optic glass is allowed. Also provide de-lash/re-lash unit service rates.

1.02 KEY EVENTS/DATES

RFP Issue Date: August 5, 2021

Inquiries submitted by: August 20, 2021 at 4:00 PM ET

Technical Inquiries regarding the bid should be directed in writing to the following:
Ben Rydzewski
8 Denison Parkway East, Suite 310
Corning, New York 14830
Cell: (607) 377-6150
Fax: (607) 962-3400
brydzewski@southern-tiernetwork.org

Administrative/Business Inquiries regarding the bid should be directed in writing to:
Steve Manning
8 Denison Parkway East, Suite 310
Corning, New York 14830
Office: (607) 962-5092
Fax: (607) 962-3400
smanning@southern-tiernetwork.org
Southern Tier Network
Open Access Dark Fiber Optic Network

All inquiries should be submitted in e-mail, citing the particular section and paragraph number of this document. All inquiries shall be submitted and received by August 20, 2021 at 4:00PM ET. Bidders should note that all clarifications relating to the bid process are to be resolved prior to the submission of a bid.

Response to Inquiries: As they are Received

Answers to all questions of a substantive nature will be given to all Bidders in the form of a formal addendum, which will be annexed to and made a part of this bid to the same extent as though it had been originally included therein.

RFP Digital Submission Deadline: August 27, 2021 at 5:00PM

1.03 DELIVERY AND RECEIPT OF BIDS

Two complete sets of bids and all supporting material shall be delivered no later than August 30, 2021 at 5:00P ET to:

Steven Manning, CEO
Southern Tier Network, Inc.
8 Dennison Parkway East
Suite 310
Corning, NY 14830

Any bid may be withdrawn prior to the above scheduled time. Any bid received subsequent to the date and time specified will not be considered.

1.04 PRE-BID CONFERENCE AND SITE VISIT

A pre-bid conference will NOT be held for this RFP.

1.05 INTERPRETATION AND ADDENDA

Interpretation of this document shall be the responsibility of the STN. All questions regarding the meaning and intent of this Invitation to Bid shall be addressed to Steve Manning, Southern Tier Network. Answers to all questions will be in the form of written addenda and will be provided to all prospective bidders via email. Interpretations, corrections or changes made in any other manner will not be binding. Upon mailing, any addendum will become part of these specifications to the same extent as though originally included herein and will become binding upon all Bidders.

1.06 AWARD

Decision on award of successful bid(s) is expected by 10/15/2021, if not sooner. Project work shall commence promptly upon selection of Contractor(s) and execution of an agreement with the STN.

1.07 UNIT PRICES

This bid includes unit prices for multiple items required to construct any moves, adds and changes to the fiber optic network, as well as emergency call-out, fix, repair services. See Appendix E. Bid tabulations will be evaluated and determined at the sole discretion of the STN and will be awarded based on best value.
Unit prices are a submittal requirement. Qualifiers can also be submitted with the bids in cover letter form or under Other in Appendix E. Examples of qualifiers are:

1. number of crews available,

2. types of equipment to perform underground and aerial construction that are owned by the Contractor,

3. Corning Network of Preferred Installers membership, and

4. Contractor certification with utility companies (Verizon, National Grid, NYSEG, etc.).

There is no mobilization item in the unit prices. Mobilization and demobilization shall be inclusive in all unit price pay items and will not be paid as a separate item.

There is no unit price for Maintenance and Protection of Traffic (MPOT). The technical specifications reference the NYS DOT specification, Steuben, Schuyler, Chemung, Yates, Allegany, Tioga, Tompkins, and Broome County DOT’s specification, and the “Manual of Uniform Traffic Control Devices.” Contractors shall comply with the most recent version of each. The cost of maintenance and protection of traffic is inclusive in all bid items and will not be paid as a separate item.

1.08 PERMITS

The STN will obtain all agreements related to pole attachments, conduit occupancy, or easements required to permanently place the fiber optic cable and all related pathway facilities. The STN shall prepare and submit all applications for permits associated with construction of the project. Supporting documents and drawings will be provided by STN. Construction permit costs will be the responsibility of Contractor.

1.09 CONTRACT SUMMARY OF WORK

A. Construct the Work under this Contract, based on the agreed upon Unit Prices on the Bid Form.

B. The following notes are integral to the Contract:

1. All Bidders are herein notified to review all information in the Invitation to Bid.

2. The Contractor is required to implement and maintain a project specific safety program. The Contractor shall submit their safety program to the STN Operations Manager for approval, prior to the start of the Work of the Contract. The program shall include company safety philosophy, history, an action plan, manuals; hazardous communications sheets (MSDS), OSHA filings, safety meeting minutes, and a reporting system for any accidents or injuries.

3. The Contractor, before installation of any materials, shall examine the materials which are to be applied and shall notify STN in writing of all defects which would affect the quality and appearance of the Work applied in place.

4. The Contractor shall provide all de-watering temporary shoring, bracing, supports, or protection systems needed to complete the Work of their Contract. The Contractor is responsible, individually and collectively, for maintaining safe working conditions and procedures at all
times. In addition, they must protect all Owner facilities, personnel, and activity areas. The Contractor is responsible for de-watering and erosion control, if required by permit.

5. The Contractor is responsible for the layout and survey of their own work, unless otherwise noted.

6. The Contractor is responsible for providing adequate manpower as needed throughout the term of the contract to maintain fiber optic connectivity for current active circuits as well as the build out and connection of new circuits.

7. The Contractor is required to clean their work area at the end of each workday. The Contractor shall provide daily debris removal to dumpsters provided by the Contractor.

8. The Contractor performing sub-grade work shall arrange for underground utility stakeout immediately upon issuance of drawing and obtaining appropriate permits. The Contractor shall be responsible for maintaining these stakeout location marks throughout construction. The Contractor shall obtain the services of a professional utility locating company using underground scanning equipment if necessary.

9. STN may retain the services of an independent testing laboratory for all special inspections and testing services.

10. The Contractor shall provide, maintain, and remove temporary safety barricades as required to protect open excavations and work as required by OSHA.

11. Dust control shall be the Contractor’s responsibility, if required.

12. Location of storage trailers, dumpsters, etc. must be approved by STN prior to staging on the project site(s).

13. Construction workers shall park in areas designated by STN or property owner. Onsite parking will be provided to the extent possible, but some walking may be necessary.

14. The Contractor is responsible for all material receiving, unloading and hoisting required for its work.

15. Instructions for the preparation of a monthly payment application will be provided upon award of the Contract.

16. Portable toilets shall be provided by the Contractor when required.

17. All spoils for site excavation shall be hauled away from the property and legally disposed of by and at contractor’s expense.

18. The Contractor shall provide on-site supervision from commencement of their work activities until the end of the project. STN Operations Manager will frequent job sites for review and project management oversight purposes. Furnishing items for the job site does not constitute the commencement of work activities. If supervision is reduced or terminated without consent
of STN, STN will appoint an individual to manage work under this Contract with all cost borne by the Contractor. The Contractor shall assume all responsibilities for the individual and Work of this Contract.

19. Anyone found loitering, pandering or engaging in lewd activities, fighting or other rowdy behavior, using profane language or gestures or otherwise disrupting the smooth and efficient flow of work and or activities on the site, will be removed from the job site and prohibited from future work on this project. Proper attire for each respective job shall be worn at all times. Smoking is not permitted on any public property within the counties where STN operates (school district facilities included), except at designated locations.

20. The Contractor is responsible for protection of its own materials and work during installation and until final acceptance. In addition, during the course of work, each Contractor shall provide protection for and be responsible for damage to adjacent work resulting from its operations.

21. The Contractor shall provide such post-substantial completion services as may be required to complete the closeout process and provide administration for any warranty items which may arise.

22. If the Contractor is tracking construction debris into public streets, private streets, and parking lots, they will be required to sweep and clean as necessary to return to original condition as directed by STN or the property owner. Failure to comply with this direction shall result in a back charge to the Contractor.

C. Scope of Work per Contract

1. This written specification and associated drawings, attachments, etc., together constitute the project specification.

2. For new lateral builds, the Contractor is responsible for project underground and aerial OSP construction and ISP construction, to include splicing, terminating, testing, and labeling of the fiber optic system.

3. The Work included under this specification is considered to be turn-key. The Contractor shall furnish all materials, labor, equipment, and supplies, as well as perform all operations necessary to complete the installation of this fiber optic network in compliance with the specifications and drawings.

4. STN’s interpretation of the specifications shall be final and binding upon the Contractor.

5. Should it appear that there is a discrepancy, real or perceived, between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based its proposal on the more expensive manner. STN will have final decision on such matters.

6. The Contractor will provide (unless otherwise provided by the STN) and install all of the required materials to form a complete system, whether specifically addressed in this specification or not.
a. Measurements provided are for reference purposes. Contractor is responsible for 
verifying measurements required for project activity.

7. The Contractor is responsible for all employee PPE, UFPO notifications, permits, licenses, safety 
plans, traffic control, soil erosion, backfill, and restoration work associated with any new 
lateral builds.

a. All necessary safety signage shall be provided by the Contractor.

b. All traffic control cones and signage shall be provided by the Contractor.

c. The Contractor shall provide flaggers for traffic control.

d. Restoration shall begin as soon as conduit placing operations are completed in each area, 
or at the direction and per the specifications of Steuben, Schuyler and Chemung, Tioga, 
Broome, Tompkins, Allegany, and Yates Counties, the local cities or towns, or the NYS 
DOT, where applicable.

e. Right-of-Way shall be restored to its original or better condition within 24 hours or as 
soon as practicable following conduit and cable placing operations.

f. All restoration shall be at the Contractor’s expense.

8. The Contractor is required to be proficient in OSHA safety regulations, underground 
construction (including directional boring), aerial construction, and the installation and 
testing of complex fiber optic networks.

9. The Contractor shall comply with all manufacturer, NEC, NECS, ANSI/ITA, BICSI, and ASTM 
specifications, standards, recommendations, and instructions when installing and testing the 
fiber optic network and associated components.

10. Tree trimming should be avoided if at all possible, as this is an extremely sensitive area. 
Consider tree guards where possible. If trimming is unavoidable consult with STN, and/or 
local town government officials prior to trimming, minimize any approved trimming, and 
promptly remove trimmings from the area.

11. The Contractor shall guarantee that the installation shall be made in accordance with all 
applicable provisions of OSHA, NESC, Contin SRP, telecommunications industry practices, 
NEC, local fire and building codes, and FCC rules and regulations.

a. Where compliance with two or more standards is specified, and they establish different 
or conflicting requirements for minimum quantities or quality levels, the most stringent 
requirement will be enforced unless the Construction Administrator STN indicates 
otherwise.

b. Refer any requirements that are different but apparently equal to the STN Operations 
Manager for a decision before proceeding.

12. The quality of the workmanship for this project shall be subject to inspection by the STN, at 
any time. Should it be found that the quality of workmanship is not satisfactory, or that the

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requirements of the specifications are not being met, the STN may terminate the Contract and employ an alternative Contractor to fulfill the requirements of the Contract.

a. STN will document, in writing the problem(s) and provide a copy to the Contractor.

b. The Contractor will have thirty (30) days to repair or resolve the problem.

c. Determination that the problem has been resolved shall be at the sole discretion of STN.

d. The existing Contractor shall be liable to the STN for all costs incurred on account thereof.

1.10 SHOP DRAWINGS AND SUBMITTALS

A. STN will provide the Contractor with electronic sets of illustrations, specifications, shop drawings, and engineering data sheets for work to be constructed/completed.

B. No construction work shall be started by the Contractor prior to the approval of the STN Operations Manager.

1.11 AS-BUILTS

A. For new laterals and fiber optic splice work, upon completion of installation or splicing the Contractor is required to provide STN with red-lined as-built drawings and OTDR test results (for customer specific fiber splice projects) (in a mutually agreed-upon electronic format) and courtesy copies of all close-out documents. These must be submitted as a condition of the system acceptance and contractor payment.

B. The Contractor is responsible to document as-built information and red-lines, including X, Y, and Z location information for any conduit(s) placed and cable sheath footage markings for cables placed. Conduit location and depth information should be taken periodically (100’ minimum) along straight runs and additionally at changes in horizontal or vertical grade, hand hole locations, at foreign utility crossings and at road or railroad crossings. Cable sheath footage markings shall be recorded at cable ends, at the in and out of all hand holes and buildings, and at the start and end of all slack coils. Cable sheath footage markings and cardinal/intercardinal directions shall be recorded for each sheath in splice cases. This as-built information will be recorded on a clean set of Contract drawings and made a part of the project documentation manuals.

C. The STN Operations Manager will require the Contractor to obtain GPS coordinate data of all underground data transport facilities including, but not limited to manholes, hand holes, conduit, inner duct, fiber cable and surface markers. The Contractor shall not backfill or bury any underground facility until Construction Administrator has taken GPS coordinate readings.

D. Drawings, as-builts, articles, OTDR test results so submitted by Contractor as evidence of scope completion must be approved by STN prior to STN acceptance of work completed and fulfilling Contractors requirements of the Contract. No approval given by STN shall relieve the Contractor from compliance with the general terms of the specifications in regards to the articles so approved.
1.12 FACILITY REGISTRATION/PROTECTION

All facilities must be registered and protected by the Underground Facilities Protective Organization (UFPO) and identified to other applicable “Call Before You Dig” services. The awarded contractor is responsible for providing the STN with accurate as-built records of underground construction and the STN will input this information into the UFPO system.

1.13 WARRANTY OF THE FIBER OPTIC FACILITIES

Corning NPI certificate identifying twenty-five (25) year extended warranty is required for acceptance. The awarded contractor is expected to warranty all new lateral build materials, labor, installation and workmanship for the first thirty-six (36) months following acceptance at no cost to the STN. If a fiber or connection fails to perform during this period, the contractor is required to resolve the problem at the contractor’s sole expense. The only exception to this requirement is when the fiber cable or service is disrupted by a significant outage not directly attributed to the installation or workmanship. Examples of these exceptions are fiber cuts/breaks caused by another party, failure of the conduit system, or fire. In these cases, the selected contractor will be called and requested to restore service on a Time and Materials (T&M) basis. The preceding maintenance requirements also apply during the first-year warranty period.

1.14 TROUBLE REPORTING

The Contractor shall provide STN access to the Contractor’s trouble reporting system 24 hours a day, 7 days a week. The Contractor shall provide a single point of contact for trouble handling. The Contractor shall be able to receive trouble reports online (e.g., via a computer network), telephone/cell phone, electronic mail, or facsimile. All trouble reporting calls shall be toll free. STN prefers web access to the Contractor’s trouble reporting system.

Additionally, the Contractor shall be responsible for:

A. Centralized trouble reporting.

B. Determining the cause of and correcting troubles.

C. Working cooperatively with other Contractors, and other STN designated representatives to resolve problems.

D. Maintaining audit trails of trouble resolution activities.

E. Responding to inquiries on trouble resolution status.

F. Providing monthly and quarterly trend analysis and sorting of trouble reports and administrative reporting.

G. Providing trouble escalation for normal and emergency events.

H. Monitoring trouble report management and escalation procedures.

I. Provide before and after pictures
1.15 ESCALATION PROCEDURES

The Contractor shall provide an escalation procedure, including contact names and titles, with appropriate time intervals and point(s) of contact for unresolved service problems to STN.

PART 2 – FINANCIALS

2.01 FINANCIAL AND BILLING REQUIREMENTS

A. Bidders must agree to provide STN with their best available price for the duration of the contract.

If the selected Contractor provides a lower cost to any other similarly situated customer, STN’s charges must be lowered to a matching or lower rate. The Contractor shall provide written detail identifying and comparing such best available price to other pricing that it offers.

B. Provide a detailed sample monthly invoice with layout and format.

C. Bidders must identify all state and/or federal surcharges, which will be assessed to STN, and the current formula used to calculate each surcharge and include these charges in quoted one-time or monthly recurring rates. STN is exempt from federal, state and local taxes and will provide the selected Bidder its federal registration number upon contract award.

D. Bidders must complete the Bid Form provided in full. If an item does not apply to your proposal enter “N/A” for that item.

2.02 PAYMENT

For lateral builds, payment will be made upon the completion of work. Payment will be made upon the Executive Director’s approval of the invoice and in accordance with New York State Prompt Payment Legislation. Contractor and the STN representatives will mutually agree to the invoice format. STN Operations Manager will confirm the Contractor’s request for payment, including materials stored and installed on-site. Upon confirmation, approved invoices will be submitted to the STN Accountant for payment.

2.03 PREVAILING WAGE RATES

The construction of the STN fiber network may be privately financed and therefore may not be subject to NYS Department of Labor prevailing wage rates. If there is a change in this condition, bidders will be notified via formal addenda.

2.04 PRICE STABILITY

If for any reason, during the term of the contract, the Contractor reduces the pricing for similar services to a similar entity, STN shall receive an equivalent reduction in pricing for the services or products delivered to STN.

2.05 PRICE ESCALATION

The Contractor may not increase pricing quoted in the bid response for the term of the contract.
2.06 FORCE MAJEURE

Neither party will be liable for losses, defaults or damages which result from delays in performing any or all of the obligations or responsibilities imposed upon it in any contract resulting from this Invitation to Bid because of Acts of God, acts of government, earthquakes, floods, or other causes beyond the reasonable control of the party so delayed in, or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

2.07 INSURANCES AND INDEMNIFICATION – Required Insurance; see Contract Agreement Exhibit B for Insurance coverage requirements.

The certificates of insurance must include:

Certificate Holder: Southern Tier Network, Inc.
8 Denison Parkway East Suite 310
Corning, NY 14830

Additional Insured: County of Steuben
3 East Pultney Square
Bath NY, 14810

County of Schuyler
105 Ninth St.
Watkins Glen, NY 14891

County of Chemung
203 Lake Street
Elmira, NY 14901

County of Yates
417 Liberty Street
Penn Yan, NY 14527

County of Broome
60 Hawley Street
Binghamton, NY 13902

County of Allegany
7 Court Street
Belmont, NY 14813

County of Tioga
56 Main Street
Owego, NY 13827

Tompkins County
125 East Court Street – Old Jail
Ithaca, NY 14850
and all other Indemnitees (as applicable), are included additional insureds with regard to Southern Tier Network. Coverage shall be primary and non-contributory with insurance carried by STN. Further the general liability and workers’ compensation policies contain a waiver of subrogation in favor of STN.

Contractor and Subcontractor (and their invitees) will not be granted access to the project site without receipt and review of a valid certificate of insurance.

It is also agreed and understood that Contractor and Subcontractor shall supply replacement certificates of insurance no less than fifteen (15) days prior to renewal of any insurance policy referenced on the certificate and applying to this Agreement.

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the STN, each County, agents and employees of them from and against liabilities, claims, damages, losses and expenses, including but not limited to attorney’s fees arising out of or resulting from performance of the Contractor’s Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by any acts or omissions of the Contractor, the Contractor’s Sub-Contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this agreement.

In claims against any person or entity indemnified under this agreement by an employee of the Contractor, the Contractor’s Sub-Contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, the Contractor’s Sub-Contractors under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefits acts.

PART 3 – BIDDER/ CONTRACTOR QUALIFICATIONS

3.01 QUALIFICATIONS OF PROSPECTIVE CONTRACTORS

A. The Bidders shall submit satisfactory evidence that it has had previous experience and possesses adequate certifications, tools and equipment, financial resources, and organization as herein specified to perform the type, magnitude, and quality of work specified (see Appendix B, “Response Matrix”).

B. The Bidders shall have maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past three (3) years.

C. STN recognizes that there may be equally qualified and reliable Bidders who do not meet all of the requirements specifically stated above but may in fact meet the objectives and criteria intended in some other manner. However, the Bidders shall have the burden of demonstrating to
STN's satisfaction that it can in fact perform the work. This shall be in the form of written notarized statements as to the Bidder's experience, references, listing of contracts performed, financial statements, human resources, or ability to respond such that STN can evaluate the Prospective Contractor's ability. All statements made must be able to be independently verifiable by the STN.

D. STN retains the right to request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure safe and satisfactory work.

Note: Any Bidder failing to submit in whole or in part the above-notarized statement attesting to its qualifications may result in a rejection of their proposal.

3.02 CLIENT REFERENCES

The bid shall include a customer reference list of at least three (3) similar sized contracts for the successful installation of fiber optic networks, provided over a period of at least two (2) years. Each reference must contain, at a minimum, the following information: company name, address, telephone number, contact person (see Appendix A, “Response Matrix”).

3.03 EVIDENCE OF ABILITY AND FINANCIAL SECURITY

Bidders must have an organization which is financially and logistically able to handle a contract with the potential for simultaneous multiple orders. Bidders must submit with their proposal: 1) information on current or previous contracts of similar nature that is being or was successfully administered by Bidder. For purposes of evaluation, information should include customer names, contract numbers, term of contract, type of products supplied, dollar value of contracts, customer contacts, (for reference verification) and telephone numbers; 2) a notarized copy of the most recent Consolidated Statement of Income and a Consolidated Balance Sheet arrived at by generally accepted accounting principles (see Appendix A, “Response Matrix”).

END OF SECTION
PART 4 – PROPOSAL EVALUATION

4.01 METHOD OF AWARD OF CONTRACT – BEST VALUE EVALUATION PROCESS

STN will use the following two-step approach to evaluate proposal submissions and make its award. Unit Prices and Contractor Qualifications will be factors used to assess “Best Value”. STN reserves the right to seek clarifications during the evaluation process to ensure its full understanding of the responsiveness of proposals.

All financial data requested in shall be submitted with the Bidder’s proposal. This envelope shall be clearly labeled as to identify the submitting bidder.

STN reserves the right to award contracts to one or multiple contractors based on the “Best Value Process”. Award will be made to the responder/s having the lowest construction costs and Unit Price for the Construction segments, who meet the requirements of the specifications, and who is responsive and responsible. STN reserves the right to make awards within one hundred and twenty (120) days after the date of the proposal opening, during which period, proposals shall not be withdrawn unless the responder specifically states in the proposal that acceptance thereof must be made within a shorter specified time. Only fully completed proposals will be accepted. Partial proposals will not be considered.

STN reserves the right to award all, parts or none of this project at its sole discretion.

Contractors, are required to provide Unit Pricing on all identified components of the fiber optic build. Unit Pricing shall include: all materials, labor, equipment, documentation and testing as appropriate to provide a complete, secure, professionally installed and operational fiber optic system. The Bidder’s unit pricing will be compared to determine the lowest price. The remaining compliant proposals will be ranked from the lowest cost to the highest cost.

STN reserves the right to enter into an agreement with none, one or more than one firm for the construction and emergency restoration services that this Invitation to Bid encompasses. No award will be considered final until an agreement is negotiated and executed.

END OF SECTION
ABBREVIATIONS AND ACRONYMS

1.01 SUMMARY

A. This section identifies abbreviations and acronyms that may be used in this document

1.02 ABBREVIATIONS

AASHTO American Association of State Highway Transportation Officials
ANSI American National Standards Institute
ASTM American Society for Testing Materials
AWPA American Wood Products Association
dB/km Decibel per kilometer
DOT Department of Transportation
DR Dimension Ratio
EHS Extra High Strength
EIA Electronic Industries Alliance
EMT Electrical Metallic Tubing (conduit)
EWP Extended Warranty Program (Corning Cable Systems)
EX Existing
F&P Furnish and Place
FCC Federal Communications Commission
GPS Global Positioning System
HDPE High Density Polyethylene
ICEA Insulated Cable Engineers Association, Inc. ISP Inside Plant
MGN/V Multi-Ground Neutral/Vertical
MIN Minimum
MM(F) Multi-mode (fiber)
nm Nanometer
NEC   National Electric Code
NESC  National Electric Safety Code
NPI   Network of Preferred Installers (Corning Cable Systems)
NYS   New York State
OSHA  Occupational Safety and Health Administration
OSP   Outside Plant
OTDR  Optical Time Domain Reflectometer
PE    Professional Engineer; Permanent Easement; or Polyethylene
PPE   Personal Protective Equipment
PSI   Pounds per Square Inch
PVC   Polyvinyl Chloride
R     Radius
RFP   Request for Proposal
SDR   Size Dimension Ratio
SM(F) Single-mode (fiber)
SRP   Standard Recommended Procedure
STN   Southern Tier Network, Inc. (STN)
TIA   Telecommunications Industry Association
UFPO  Underground Facilities Protective Organization

END OF SECTION
DEFINITIONS

1.01  DEFINITIONS

A. ATTENUATION: The measurement of reduction in signal strength in fiber optic cable in decibel units.

B. AS-BUILT DRAWING: Construction drawings modified to reflect changes made during the installation of facilities.

C. CONTRACTOR: Individual or firm who installs the fiber optic facilities for, or as an Agent of, the District.

D. FURNISH, INSTALL, and PROVIDE: Furnish means to supply and deliver to the project site, ready for installation. Install means to place in position for service or use. Provide means to furnish and install, complete and ready for intended use.

E. MAY or CAN: Permissible condition.

F. NANOMETER: A unit of measurement equal to one billionth of a meter; 10^{-9} (10 to the minus 9th power) meters; typically used to express wavelength of light, e.g.; 1300 nm.

G. SHALL or WILL: A required condition.

H. SUPPLY: To purchase and make ready and available for use or installation, not including delivery to project site.

I. WAVELENGTH: The distance between two successive points of an electromagnetic waveform, usually measured in nanometers (nm).

END OF SECTION
PART 5 – REFERENCE STANDARDS

5.01 APPLICABILITY OF STANDARDS

A. Except where STN requirements include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the STN requirements. Such standards are made part of the STN requirements by reference.

5.02 PUBLICATION DATES

A. Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of the date of the STN issuance of this Unit Price RFP.

5.03 CONFLICTING REQUIREMENTS

A. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the STN requirements indicate otherwise.

B. Requirements that are different but apparently equal should be referred to STN for a decision before proceeding when it is uncertain as to which is the more stringent requirement.

5.04 COPIES OF STANDARDS

A. Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity’s construction activity.

B. Where copies of standards are needed for the performance of a required construction activity, obtain copies directly from the publication source.

5.05 STANDARDS

A. American Society for Testing and Materials:

2. ASTM C33, "Specification for Concrete Aggregates"
3. ASTM C94, "Specification for Ready-Mixed Concrete"
4. ASTM C150, "Specification for Portland Cement"
5. ASTM C207, "Specification for Hydrated Lime for Masonry Purposes"
6. ASTM C270, "Specification for Mortar for Unit Masonry"
7. ASTM C478, "Specification for Precast Reinforced Concrete Manhole Sections"
8. ASTM D2247, "Specification for Polyethylene Plastic Pipe, Schedule 40 and 80, Based On Outside Diameter"
9. ASTM D3035, "Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based On Controlled Outside Diameter"

10. ASTM D3350, "Specification for Polyethylene Plastics Pipe and Fittings Materials"

B. American National Standards Institute (ANSI)/Insulated Cable Engineers Association, Inc. (ICEA):
   1. ANSI/ICEA S-87-640, “Standard for Optical Fiber Outside Plant Communications Cable”

C. Corning Cable Systems:
   1. SRP 005-010, “Fiber Optic Cable Placing – Lashed Aerial”
   2. SRP 005-011, “Fiber Optic Cable Placing – Duct”
   3. SRP 005-012, “Fiber Optic Cable Placing – Direct Buried”
   4. SRP 005-014, “Intrabuilding Installation of Corning Cable Systems Fiber Optic Cable”
   5. SRP 005-033, “Installing a Wire Mesh Pulling Grip on ALTOS® Riser Fiber Optic Cable”

D. Iberdrola USA SOP 04, Splicing, Testing Acceptance

E. NYSEG/RG&E “Electric Distribution OH Construction Standards Manual” 5.1-001

F. New York State Department of Transportation (NYS DOT), Standard Specification, January 2, 1990 edition, including addenda

G. Telecommunications Industry Association (TIA):
   2. TIA TSB-143, “Fiber Optic Power Meters: Measurement and Application Issues”
   5. TIA-758, “Customer Owned Outside Plant Telecommunications Cabling Standard”

H. National Electric Code (NEC)

I. National Electric Safety Code (NESC)

K. AT&T Outside Plant Engineering Handbook, latest edition

END OF SECTION
PART 6 – AERIAL PLANT
INSTALLATION PART 1 –
GENERAL & PRODUCT

6.01 SUMMARY

A. This section identifies aerial pole line hardware and related components for aerial construction of fiber optic systems.

6.02 REFERENCES

A. See Section 01 42 19 – Reference Standards for a full description of Standard Titles
B. National Electric Code
C. National Electric Safety Code
D. Steuben, Schuyler, Chemung, Yates, Allegany, Tioga, Tompkins & Broome County DOT’s
E. NYS DOT
F. AT&T Engineering Handbook

6.03 MANUFACTURERS

A. All fiber optic cable/glass must be Corning Cable Systems. All system components such as poles, cables, connectors, splice trays, splice closures, and associated hardware shall be approved by Corning Cable Systems and/or STN Operations Manager for use with the Corning Cable Systems Network of Preferred Installers (NPI). Immediately notify the STN Operations Manager if any discrepancy is discovered between customer requirements, Corning NPI requirements, and requirements or materials listed in this specification.

6.04 WOOD POLES

A. All poles shall be Southern Yellow Pine and meet the requirements of ANSI Standards 05.1-1992, “Specifications and Dimensions of Wood Poles,” or the latest revision.

B. The preservative shall be penta chlorophenol meeting the requirements of AWPA Standard P8, “Standard for Oil-Borne Preservative.” Treatment shall be in accordance with AWPA Standards C.1, “All Timber Products Preservative Treatment by Pressure Processes,” and C.4, “Poles Preservative Treatment by Processes.”

C. Class and Height. Class 5 wood poles with a height of 30’ or greater, refer to Construction Drawings.

6.05 ANCHOR ROD AND GUY GUARD

A. Anchor rod:
1. Screw type, hot-dip galvanized


3. Acceptable product: Joslyn or equivalent

B. Guy guard:

1. Bright yellow for increased visibility, eight (8’) feet length.


Note: Each guy placed shall receive a guy guard.

6.06 MESSENGER/SUPPORT STRAND

A. 6.6 m Extra High Strength (EHS) galvanized

1. Minimum breaking strength: 11,200 lbs

B. Acceptable product: Indiana Steel & Wire Co. or equivalent

6.07 3-BOLT SUSPENSION CLAMP

A. Acceptable product: Joslyn

6.08 GUY HOOK

A. Acceptable product: Joslyn

6.09 GUY GRIP DEAD-ENDS

A. Acceptable product: Preformed Line Products

6.10 STRANDVISE

A. Acceptable product: Reliable Power Products

6.11 BOLTS AND MISCELLANEOUS HARDWARE

A. Acceptable product: Joslyn

6.12 TREE GUARD

A. Acceptable product: Hendrix Line-Duc or equivalent

6.13 SPLICE CLOSURES

A. FOSC. Or, Corning splice closures (See 01600 Optical Fiber Specifications, Part 2, Section 2.05)

6.14 LASHING WIRE
A. Type 430 Stainless .045” diameter

B. Acceptable product: General Machine Products

6.15 STEEL CABLE (“U”) GUARD

A. ‘U’ Guard. Hot dipped galvanized used to protect cable at riser locations.

B. Acceptable product: Joslyn

6.16 EXAMINATION

A. Verify site conditions and pole line quality prior to placement of any hardware, strand, or cable.
B. Any discrepancies or concerns shall immediately be reported to the Construction Administrator.

6.17 PREPARATION

A. Provide stakeout of anchors and/or poles to be placed.

B. Notify Underground Protective Facilities Organization (UFPO) three (3) business days prior to any excavating, digging, or drilling.

C. Protect against and prevent any disturbance of existing facilities and structures.
D. Establish safe traffic control as necessary or required through:
   1. proper signage and
   2. adequate number of flaggers.

6.17 PLACEMENT OF POLE HOLES

A. The hole diameter shall be based on diameter of the pole base, which is the end with the largest diameter.

B. The hole must be large enough to place the pole in a plumb position with adequate room to tamp fill around base once set. Allow at least 3” around pole.

C. Depth of setting poles 40’ or greater shall be 10% of the pole height plus 2’.

6.18 SETTING WOOD POLE (DERRICK/AUGER)

A. Deploy outrigger legs prior to boring a hole and setting the pole.

B. Auger the hole to the requisite depth. Remove (via hand tools) any loose soil from the bottom of the hole.

C. Raise and move the pole over a hole using a winch line with hook along with an approved sling attached to the pole above the center of gravity. Tag lines shall be attached to help control as the pole is lifted.

D. Raise the pole to a near vertical position with butt end clear of the ground. Ground workmen are to guide the top of the pole into grabber claws.
E. With the derrick, move the pole and lower into the hole. Ground workmen shall position the pole with cant hooks.

F. Once the pole is vertical, use a plumb bob to check the pole is plumb. Repeat this action at a position 90 degrees from the original position.

G. Once the pole is plumb, backfill with soil. Compact the soil in ‘lifts’ of 3”-6” with hydraulic or hand tamper.

In areas of poor soil, the hole shall be backfilled with crushed stone or concrete to ensure stability.

Refer to Section 01600 - Optical Fiber Specifications Section 3.04 CONSTRUCTION – AERIAL, for further aerial plant installation execution.

END OF SECTION
PART 7 – UNDERGROUND PLANT
INSTALLATION DUCTS, MANHOLES, AND HANDHOLES
All Direct bury underground must be armored.

PART 1 – GENERAL

7.01 SUMMARY

A. This section describes the requirements for materials and construction of fiber optic duct, risers, splice boxes, manholes, handholes, frame and cover castings, tracer wire, warning tape, and route markers.

7.02 REFERENCES

A. See Section 1300 – Reference Standards for a full description of Standard Titles
B. ASTM A48
C. ASTM D2247
D. ASTM D3035
E. ASTM D3350
F. National Electric Code
G. National Electric Safety Code
H. Steuben, Schuyler, Chemung, Yates, Allegany, Tioga and Tomkins County DOT’s
I. New York State Department of Transportation
J. AT&T Engineering Handbook

PART 2 – PRODUCTS

7-2.01 UNDERGROUND DUCT

A. High Density Polyethylene Duct and Fittings
   1. 1 ¼" toneable HDPE SDR 11 smooth with 1250 lb polyester rope
   2. 1 ¼" HDPE SDR 11 smooth with 1250 lb polyester rope
B. PVC, Schedule 80, with 1250 lb polyester rope and suitable for use with directional boring equipment
   1. Duct diameter and material will be determined by the STN for each work location
2. 90° sweep to be a minimum of a 36" radius

C. Galvanized steel

1. Duct diameter and material will be determined by the STN for each work location

2. 90° sweep to be a minimum of a 36” radius

D. Duct plugs are required for duct adjacent to building or other structure where water, debris and animal infiltration are not desired. Provide split plugs for the seal between fiber optic cable and duct.

1. Acceptable product: Carlon or STN approved equal

E. Pull tape inside of duct

1. Woven polyester tape
   a. Pre-lubricated
   b. Low friction

   c. High-abrasion resistant

   d. Low coefficient of friction

   e. Printed with footage markings

   f. Minimum 1,250 lb tensile strength

7-2.02 ROUTE MARKERS

A. ACP International model ACP-072 or equivalent flat, flexible fiberglass marker.

7-2.03 DETECTABLE WARNING TAPE

A. 3-inch wide, 4-mil minimum thickness, lay-flat orange color.

1. Wording on tape: “Caution Fiber Optic Buried Below”

B. Acceptable product:

1. Carlon, part number MAT3021 or MAT3026

2. Panduit Corp, part number HTU30-FO-M

3. STN approved equivalent

7-2.04 DUCT SUPPORT

A. Provide plastic conduit support for duct that will be concrete encased.

B. Acceptable product:
1. Underground Products, Livonia, Michigan

2. STN approved equivalent

7-2.05 HAND HOLES AND COVERS

Polymer concrete hand holes used for splice boxes, and pull boxes along with covers are required to conform to ANSI/SCTE 77 “Specifications for Underground Enclosures” for Tier 22 applications. All covers are required to have Tier level rating embossed on the surface. Design load of 22,500 lbs, test load 33,750 lbs.

A. 24”x36” Hand hole flared wall assembly, CDR style, and open bottom. Cover, Tier 22 with two bolts.

B. 30”x48” Hand hole flared wall assembly, PD style, and open bottom with mouseholes. Cover, Tier 22, heavy duty, two-piece with 2 bolts.

C. Acceptable product: 24”x36 hand hole
   2. Pencell Plastics, part number: PEM-24-36-36 PC.
   3. STN approved equivalent.

D. Acceptable product 30”x48” hand hole
   1. Hubbell Power Systems, hand hole part number: PD3048BB48 with 2 Mouseholes, Cover part number: PG3048HS00
   2. Pencell Plastics, part number: PEM-3048-36PC.
   3. STN approved equivalent.

PART 3 – EXECUTION

7-3.01 EXAMINATION

A. Verify conditions and utility crossing elevations prior to installation.
   1. Any utility crossing or other condition that results in the duct having less than 30” of cover shall be concrete encased.

B. Report any discrepancies immediately upon discovery.

7-3.02 PREPARATION

A. Notify Underground Facilities Protective Organization (UFPO) three (3) business days prior to excavating or drilling.

B. Provide stakeout of and clearly mark in the field temporary easements for construction. Re-establish marks if destroyed during construction.
C. Provide stakeout for new construction.

D. Where permitted and when necessary, saw-cut asphalt and concrete pavement and/or sidewalks along the route of the fiber optic duct.

E. Protect against and prevent undermining of facilities and structures.
   1. Provide shoring and/or bracing of existing utilities encountered during excavation.
   2. Shore or brace utilities in a manner acceptable to utility STN.

F. Inspect duct for dimensional tolerances and damage prior to incorporation into the work.

7-3.03 CONSTRUCTION

A. The Contractor shall coordinate with the STN during construction activities so that GPS data can be acquired for underground facilities prior to backfilling any excavation.
   1. GPS coordinates will be taken for all handholes, manholes, splice boxes, conduit bends, etc.

B. The Contractor shall install duct, innerduct, splice boxes, handholes, manholes, and any other material or equipment related to buried or underground construction in accordance with all applicable provisions of OSHA, NEC, NESC, Corning SRPs, telecommunications industry practices, and local codes.

C. All underground or buried fiber optic cable shall be placed in innerduct.
   1. In the event that innerduct cannot be placed, immediately notify STN Operations Manager so that an alternative installation can be developed.

D. The minimum depth of cover over duct for fiber optic cable shall be 3’.
   1. Concrete encasement is required for any duct with less than 3’ of cover.

E. Concrete encasement, if used, shall not be placed at temperatures below 40°F (Forty degrees Fahrenheit) without prior written permission from the STN.
   1. Additives to prevent concrete from freezing are not permitted.
   2. Place plastic conduit support chairs beneath duct at a maximum distance of 8’ on the center.
      a. Support chairs are to be secured to duct with wire ties.

F. Handle duct and structures carefully when transporting and lowering into the trench. Do not drop or dump into the trench.

G. Lay duct in a generally straight alignment with gentle sweeps to facilitate pulling of fiber optic cable through the duct.
   1. Limit vertical and horizontal curves so that wall stresses do not exceed 50% of yield stress for flexural bending of duct.
   2. Buckled or otherwise damaged duct section(s) are to be replaced at the Contractor’s expense.
   3. Fabricated bends are not permitted.
4. Ends of ducts shall be securely plugged when laying of duct is not in progress.

5. Under no conditions shall duct be laid in water.

6. Duct shall not be laid when conditions or weather are unsuitable for such work.

H. Install pull tape inside of the duct to facilitate installation of fiber optic cable in the duct.

I. Where an existing pipe or duct crosses the new duct path at an elevation which conflicts with the proposed grade for the new duct, either the grade for the new duct shall be changed or the existing pipe/duct shall be relocated.

1. Written approval from the STN’s Construction Administrator must be obtained prior to performing this work.

2. Provide a minimum 9” (over) or 12” (under) clearance between new duct and existing pipe/duct.

3. Space between new duct and existing pipe/duct shall be compacted select or other material as directed by the STN's Construction Administrator.

4. Permanently support duct and pipes before the trench is backfilled.

J. Install detectable warning tape above duct during backfill operations.

1. Tape shall be no greater than 1’ above duct.

K. Where duct is to pass through existing concrete manhole walls, core drill an opening sufficiently large enough for the work and no larger.

1. Impact devices are not to be employed in this operation.

2. Fill the void between the duct and the opening with non-shrink hydraulic cement.

L. Perform duct deflection test on flexible duct prior to placing cable in the duct.

1. Maximum allowable duct deflection: 5%

2. Perform the test on duct after final backfill has been completed.

3. Perform the test by means of compressed air pushing mandrel or hand pulling through duct.

4. Winch pulling of mandrel is not permitted.

M. In addition to other tensioning and/or pulling devices, a 600 lb breakaway pulling swivel shall be used when pulling underground fiber.

N. Install post-type route markers at 500' intervals, at turning points, at each handhole, at each manhole, and at each side of any road crossing.

7-3.04 JOINING DUCT

A. Solvent weld joints to be used for joining bell and spigot PVC duct.

1. Apply solvent weld compound as recommended by the duct manufacturer.
7-3.05  SPLICE BOXES AND HANDHOLES

A. Typically, splice boxes and handholes will be placed as engineered and shown on segment drawings.

   1. Spacing between splice boxes/handholes - 750' typical, unless otherwise directed by the STN.

B. Splice boxes and handholes are to be installed on a minimum of 6-inches of No. 1 and No. 2 crushed stone leveling base.

C. Backfill around splice boxes and handholes to be with material appropriate for the site condition.

   1. Grass areas: Common earth, meaning clay, loam, sand, gravel, topsoil, and similar material free from debris and frozen materials, and which may contain some stones, pebbles, lumps, and rock fragments up to 3” in greatest dimension.

   2. Asphalt and Concrete areas: Select fill sand, gravel, and similar material free from clay, loam, organic material, debris, frozen material, and shall contain only small amounts of stone, pebbles, or lumps over 1” in greatest dimension up to the asphalt or concrete sub-base.

7-3.06  REPAIR/RESTORATION

A. Restore disturbed utilities with new materials that match or exceed the qualities of existing utilities, or to the requirements of the permitting authorities.

   1. Reuse existing materials if they are not damaged and if acceptable by the permitting authority.

B. When establishing turf, hand-rake the areas in order to remove stones and other objects over 2” in greatest dimension prior to seeding. Any method of sowing that does not injure the seeds in the process of spreading is acceptable.

   1. Rates per 1,000 square feet:
      
      a. Fertilizer: 20 lbs
      b. Seed: 6 lbs
      c. Mulch: 100 lbs

C. Restore disturbed pavements to the thickness noted, or to the requirements of the permitting authority. Saw-cut and remove damaged areas prior to paving.

   1. Driveway sub-base: 6” minimum sub-base, or match existing thickness.

   2. Driveway top: 2” minimum asphalt top, or match existing thickness.

END OF SECTION
OPTICAL FIBER SPECIFICATIONS

PART 8 – GENERAL

8.01 SUMMARY

A. This section describes the requirements for materials and construction of fiber optic cable, splicing, and accessories.

8.02 REFERENCES

A. See Section 1300 – Reference Standards for a full description of Standard Titles
B. ANSI/ICEA S-87-640
C. ANSI/ICEA S-104-696
D. ANSI/ICEA S-110-717
E. National Electric Code
F. National Electric Safety Code
G. Steuben, Schuyler, Chemung, Yates, Allegany, Tioga, Tompkins & Broome DOT’s
H. NYS DOT
I. AT&T Engineering Handbook
J. Corning Cable Systems
   1. SRP 005-010, “Fiber Optic Cable Placing – Lashed Aerial”
   2. SRP 005-011, “Fiber Optic Cable Placing – Duct”
   3. SRP 005-012, “Fiber Optic Cable Placing – Direct Buried”
   4. SRP 005-014, “Intrabuilding Installation of Corning Cable Systems Fiber Optic Cable”
   5. SRP 005-033, “Installing a Wire Mesh Pulling Grip on ALTOS® Riser Fiber Optic Cable”

8.03 SUBMITTALS

A. Submit manufacturer’s technical product data, installation instructions, and certifications for fiber optic cable, splice case, and appurtenances.

B. Upon completion of installation, the Contractor is required to provide the STN with two (2) sets of detailed as-built drawings (in a mutually agreed upon electronic format), and OTDR results from customer specific fiber splicing contracts, and courtesy copies of all executed facility use agreements. These must be submitted as a condition of the system acceptance and contractor payment.
1. Identify cable between structures.
2. Include cable description and fiber count.
3. Provide cable lengths.
4. Sheath markings in and out of structures.

8.04 QUALITY ASSURANCE

A. Single-mode optical fiber quality shall meet or exceed the performance and specifications of Corning® SMF-28e® fiber.

PART 2 – PRODUCTS

8-2.01 FIBER OPTIC UNDERGROUND CABLE – SINGLEMODE

A. Altos® xxxEU4-T4101D20 by Corning Cable Systems, LLC

8-2.02 FIBER OPTIC AERIAL CABLE - SINGLEMODE

A. Altos® xxxEU4-T4101D20 by Corning Cable Systems, LLC

8-2.03 FIBER OPTIC FREEDOM (INDOOR/OUTDOOR) CABLE - SINGLEMODE

A. Fiber optic cable intended for use where a non-metallic pathway originates outside a building and extends greater than 50’ inside buildings

B. Gel-free, all-dielectric, loose-tube, indoor-outdoor rated:
   1. Fully water blocked
   2. UV-resistant, flame-retardant outer jacket
   3. Tensile strength:
      a. Short-term: 600 lbs per linear foot
      b. Long-term: 180 lbs per linear foot
   4. Fiber count specific to each location, and will be determined by the STN

C. Acceptable product
   1. Freedom® xxxEWP-T4101D20 Loose-Tube, Gel-Free, All-Dielectric Cable by Corning Cable Systems, LLC
   2. STN approved equivalent

8-2.04 SPLICE CASE

A. Tyco FOSC (part # as appropriate for cable counts)
   1. Tyco splice trays
   2. fusion splice protect sleeve, pre-shrunk/60mm long, SS pre-polished pin
8-2.05 CONNECTORS, EQUIPMENT, AND MISCELLANEOUS

A. All STN-owned fiber terminations shall be fusion splice pigtailed APC (angled physical connector) SC/LC connectors to maintain the lowest possible reflectance value, Corning CCH-CP12-59-P03RH (SC) or Corning CCH-CP12-A9-P03RH(LC).

B. Wall-mounted connector housings shall be Corning WCH-02P or WCH-04P, or approved substitute.

C. Rack-mounted connector housings shall be Corning CCH-02U.

D. Wall-mounted splice housings shall be Corning WSH-16SPT, or approved substitute.

E. Rack-mounted splice housings shall be Corning CSH-03U-F.

F. Wall-mounted interconnect centers shall be Corning WIC-02P, or approved substitute.

G. Connector panels shall be Corning CCH-CP12-A9 (SM), or approved substitute.

H. Splice trays shall be Corning M67-076 and M67-110, or approved substitute.

I. Connectors shall be Corning 95-200-99 (SM).

J. Buffer tube fan out kits shall be Corning FAN-BT25-12.

PART 3 – EXECUTION

8-3.01 EXAMINATION

A. Verify site conditions prior to installation.

B. Verify that duct deflection tests have been performed and any duct repairs completed.

C. Immediately report discrepancies to the engineer.

8-3.02 PREPARATION

A. It is the Contractor’s responsibility to perform on-the-reel testing of fiber optic cable, prior to installation and provide all test results to the STN.

B. The use of an OTDR per Corning Cable Systems Testing and Documentation procedures will be acceptable for this test.

C. Test results for each fiber and each reel shall be provided to the STN prior to installation of the cable.

D. A hard copy and DVD copy (with appropriate software for viewing) of test results shall be included in the project documentation manuals.
8-3.03  CONSTRUCTION - UNDERGROUND

A. Pull fiber optic cable through duct, structure to structure, leaving 50’ of slack at each end of cable to facilitate splicing outside of splice boxes or other structures where a splice is intended.

   1. Monitor pull force with a maximum tension rated breakaway swivel link designed to fail at the rated force, or
   2. include a calibrated tension monitoring device in the pull sequence, or
   3. pull with tension limiting winch.

B. Maintain a minimum bending radius on cable at all times:

   1. ANSI/ICEA S-87-640
      a. Unloaded, installed condition: 20 times cable outside diameter
      b. Loaded, during installation: 40 times cable outside diameter
   2. Or per manufacturer’s printed specifications
      a. Corning Cable Systems SRP 005-011

C. Provide cable slack in handholes and manholes to keep cable clear of the opening in the top slab to prevent inadvertent damage from falling objects.

D. Join fibers at the splice location by fusion method and secure in a splice case. Follow the manufacturer’s printed instructions for splicing and securing.

E. Install a cable-identifying label on fiber cable immediately outside of the splice case and at each access location, including handholes and manholes.

F. Install an identifying tag on each buffer tube inside of the splice case, outside of tray.

G. Spool excess cable on the floor of the splice box in a manner that does not kink the cable. Keep cable and splice case clear of opening in top slab to prevent inadvertent damage from falling objects.

H. Install watertight plug for ducts that lead to buildings or other structures where water infiltration from the duct is not desired, as directed by the STN.

I. Test installed fiber optic cable in accordance with requirements of Section 01700.

8-3.04  CONSTRUCTION – AERIAL

A. The Contractor shall place hardware, strand, and cable in accordance with all applicable provisions of OSHA, NEC, NESC, Corning SRPs, Iberdrola USA (RG&E/NYSEG), telecommunications industry practices, and local codes. Refer to project drawings for exact attachment location.
1. Generally, the attachment shall be 12” above the top telecommunications attachment (usually CATV, but possibly telephone) on the same side of the pole, unless otherwise noted on drawing.

2. 40” clearance on the pole is required from the electric zone.

3. 30” clearance mid-span is required from electric.

B. Anchors with guys are required at pole route turns, junctions, and dead ends.

1. The Contractor is responsible for determining actual placement location.

2. Anchors are to have no more than 12” exposure above ground.

3. Attachment to anchors provided by others is prohibited.

4. Tree attachments/tree guys are prohibited.

C. Support/messenger strand and guys to be minimum 6.6m galvanized EHS grade strand.

D. Lashing wire shall be span continuous, terminated with a lashing wire clamp and spacer at each pole. Single lash will be used except where noted below or by permit.

1. Roads, rails, parking lots, and water crossings shall be double lashed.

E. Cable position shall be maintained below strand at all times.

1. Cable wrapped around strand shall be re-lashed below strand at the Contractor’s expense.

F. Maintain minimum bending radius on cable at all times:

1. ANSI/ICEA S-87-640

   a. Unloaded, installed condition: 20 times cable outside diameter

   b. Loaded, during installation: 40 times cable outside diameter

2. Or per manufacturer’s printed specifications:

   a. Corning Cable Systems SRP 005-011

G. Cable shall be tagged at each pole with “STN Fiber Optic Cable” tag. Number to be provided prior to start of tagging.

H. Maintenance/service loops of fiber optic cable shall each be 150’ in length.

1. Loops shall be strand supported utilizing “snowshoe” type devices.

2. Loops shall be placed approximately every 1,500’, or as shown on drawings.

3. Aerial splice point loops shall be strand supported utilizing “snowshoe” type devices.
I. Test installed fiber optic cable in accordance with requirements of Section 01700.

8-3.05 CONSTRUCTION - INSIDE PLANT

A. Free-standing equipment racks shall be fastened to the communications room floor using a minimum of four (4) 3/8” concrete anchors.

B. Equipment racks shall be positioned according to drawings with a minimum of 3’ clearance in front and back. The Contractor shall field verify the dimensions of the room prior to installation of the rack and report any discrepancies to the STN or the Construction Administrator.

C. The equipment rack shall be bonded to the Telecommunications Grounding Busbar (one per telecommunications room), which shall be bonded to the Telecommunications Main Grounding Busbar (TMGB), which shall be grounded to the main electrical ground. Coordinate with the electrical contractor or staff electrician. Coordinate exact routing and connection points with the electrical work. All surfaces that are used as a bond shall be filed to bare metal before completing connections.

END OF SECTION
PART 9 – OPTICAL FIBER SPLICING, TERMINATION
AND TESTING

9.01 SUMMARY

A. This section describes the requirements for splicing and testing fiber optic cable and provides the desired performance parameters of the fully installed and spliced fiber optic cable system.

9.02 SPLICING

A. All splicing shall be fusion and accomplished utilizing an ISO 9901 certified core-alignment fusion splicing machine with current calibration.

B. All fusion splices shall be heat shrink sleeve protected.

C. The Contractor is expected to minimize the quantity of splices/splice points along the route, as each splice increases overall facility loss.

D. Any splice with a loss greater than 0.05 dB shall be corrected to less than 0.05 dB at the Contractor’s expense.

E. Connection point loss shall not exceed 0.5 dB per mated connection.

9.03 MEASURED POWER LOSS

A. Using a light source and power meter, test each fiber strand for end-to-end signal loss.

B. Test single-mode fiber strands at both 1310 nm and 1550 nm wavelengths.

C. Test multi-mode fiber strands at 1300 nm wavelength.

D. Minimum acceptance criteria for outside fiber optic cable:

   1. At 1310 nm wavelength: -0.35 dB/km
   2. At 1550 nm wavelength: -0.25 dB/km
   3. At 1300 nm wavelength: -1.0 dB/km

E. Anomalies are to be no greater than 0.3 dB for each event.

F. Splice loss is to be no greater than 0.05 dB.

G. Return loss is to be a minimum of 40 dB.

H. Record and document results of the testing and provide documentation of the results to the STN.

9.04 OTDR CONTINUITY TEST

A. Using an OTDR with appropriate launch cable, test each fiber strand for end-to-end continuity.
B. Test single-mode fiber strands at both 1310 nm and 1550 nm wavelengths.

C. Test multi-mode fiber strands at 1300 nm wavelength.

D. Minimum acceptance criteria for outside fiber optic cable:
   1. At 1310 nm wavelength: -0.35 dB/km
   2. At 1550 nm wavelength: -0.25 dB/km
   3. At 1300 nm wavelength: -1.0 dB/km

E. Anomalies are to be no greater than 0.3 dB for each event.

F. Splice loss is to be no greater than 0.05 dB.

G. Return loss is to be a minimum of 40 dB.

H. Record and document results of the testing and provide documentation of the results to the STN.

9.05 ACCEPTANCE

A. For new lateral builds, the Contractor shall certify in writing to the STN that the installation is complete, all documentation provided, and the facility is ready for performance testing. For backbone and lateral builds including ‘butt splicing’, Contractor will discuss and agree with STN to number of sample fiber strands required to perform OTDR testing. For customer specific contracts requiring customer fiber strands to be spliced, each customer leased fiber strand will require OTDR testing and results submitted to STN Operations Manager as part of the acceptance.

1. If the results of this test are acceptable to the STN and all documentation has been provided, the STN will accept the system and authorize payment.

2. If the results of this test are not acceptable to the STN, the Contractor will resolve the problems and start the test over for another thirty (30) consecutive days.

B. It is crucial that the Contractor submit final close-out documents promptly upon completion of each lateral build of fiber construction. Upon final acceptance, the Contractor will have no more than thirty (30) calendar days to submit the following documents:

1. Entitlement documents (permits, licenses, agreements, etc.).

2. Copies of all inspection documents and checklists stating construction compliance with drawings and specifications.

3. Approved submittals and shop drawings.

4. Manufacturer’s data sheets (i.e. fiber cable reel labels, etc.).

5. As-built drawings with GPS location data (performed by the Contractor or STN staff).
6. OTDR and fiber loss test results.

7. Warranty certificates and manufacturer's operations and maintenance manuals.

END OF SECTION
PART 10 – BID FORM

10.01 INSTRUCTIONS TO BIDDERS (FORMAL)

A. Bid shall be submitted on STN bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.

B. Late Proposals. Any responses received after the date and time prescribed will not be considered for contract award.

C. Emergency Closings. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the County's control, only bids received by the STN prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

D. Any change in wording or interpretation by a bidder of the invitation to bid as published by the STN shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

E. STN reserves the right to reject any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. STN does not obligate itself to accept the lowest or any other bid.

F. Award to the lowest responsible bidder. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by STN, to present information and documentation to the Executive Director, to satisfy STN that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

G. Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

H. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

1. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to STN and appropriated therefore, and no liability on account thereof shall be incurred by STN beyond the monies available and appropriated for the purpose thereof.

I. Failure to meet delivery schedule as per accepted bid may result in legal action by STN to recover damages.

J. Collect transportation charges will not be paid by STN. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.
K. No taxes are to be billed to STN. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which STN is not exempt shall be listed separately as cost elements and added into the total net price at the time of contract execution.

L. The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York, Broome, Allegany, Steuben, Schuyler, Chemung, Tioga, Tompkins, and Yates Counties, and any other political subdivision or regulatory body which may apply to its performance under this contract.

M. Gratuities, Illegal or Improper Schemes. STN may terminate this agreement if it is determined that gratuities in the form of money, entertainment, gifts or otherwise were offered or given by a contractor, his agent or representative to any STN official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. STN may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, STN shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

N. Insurance shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Contract Agreement, Exhibit B. If the insurance is not provided in acceptable form within this period of time, then the Executive Director may declare the Bidder non-responsive and award the contract to the next responsible Bidder.

O. Changes in work. STN may, as the need arises, through the STN Operations Manager, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the STN through the Executive Director.

P. Bid offering material other than that of specified manufacturer or trade name will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

Q. If material or services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

1. Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Purchasing, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.

2. Descriptive literature of item offered, for evaluation.
3. List of installations in STN of the item offered.

4. List of other installations.

R. Any additional information for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

S. THIS BID IS FIRM AND IRREVOCABLE for a period of 120 days from the date and time of the bid opening. If a contract is not awarded within the 120-day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the STN.

T. In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the STN will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

U. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, STN, County or State officer or agency empowered to investigate the contract or his performance.

V. Termination of contract: see Contract Agreement, Exhibit B for Termination Terms.

1. At its option, STN may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from STN.

2. In the event of termination for any reason other than the fault of the Contractor, or the non-availability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

W. Status as an independent contractor: The successful Bidder to whom the bid is awarded and STN agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of STN or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of STN, Steuben, Schuyler or Chemung Counties, or any department, agency or unit thereof.

X. Governed by New York law: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Steuben.
10.02 GENERAL

A. Pursuant to and in compliance with your Invitation to Bid dated __, 2021 and the information to bidders relative thereto and in accordance with the Contract Documents, including any addenda issued by the STN, issued to the undersigned prior to the opening of Bids, and acknowledged herein, we hereby propose to provide all supervision, labor, materials, supplies, equipment, and incidentals to complete all work for this Bid Package as required by and in strict accordance with the applicable provisions as set forth in the Specifications and Documents all to the satisfaction and approval of the STN in accordance with the terms and conditions of the Contract Documents.

10.03 UNIT PRICE FORMS: See Exhibit E for Unit Pricing Form

A. For work to be supplied, the following unit prices will be established as the limitations for such items of work, and the unit prices shall minimally include profit, overhead costs, material, incidental materials and hardware, labor, and services of each and every action or component necessary or required to complete the work in accordance with the specifications requirement for the like work in kind, quality, and function.

B. The unit pricing is broken down into the various operations necessary to construct, splice, and test the fiber optic network.

1. Item column is for abbreviated reference purposes and refers to the particular section of the unit price form.

2. Description is a brief explanation of the operation to be performed.

3. UOM is for Unit of Measure:
Southern Tier Network
Open Access Dark Fiber Optic Network

a. FT: foot/feet
b. LF: linear feet
c. SF: square feet
d. EA: each
e. HR: hour

C. Fiber optic network unit price items follows:

D. The undersigned hereby declare(s) that (he/she is) (they are) the only (person) (firm) interested in this bid; that it is made without connection with any other person or firm submitting a bid for the same Contract; that the bid is in all respects fair and without collusion or fraud.

E. The undersigned also declares (he/she has) (the firm has) carefully examined the Contract Documents in their entirety and are prepared to perform the Work of the specific package.

F. The undersigned hereby declares its corporation’s most current Worker’s Compensation Modification Ratio (EMR):

EMR: Date Issued:

If the above ratio is greater than 1.00, provide explanation in letter attached to this proposal form.

10.04 TIME OF COMPLETION

A. It is agreed by the undersigned that upon receipt of a Notice to Proceed, he/she will start work immediately and fully complete all work as required by the Contract and Contract Schedule.

END OF SECTION
## Appendix A

Response Matrix

### RESPONSE MATRIX

The matrix which follows must be completed in full. Omissions may subject your proposal to disqualification.

When required to submit a mandated response, attach these documents to this matrix. On each response enter the originating section number from the RFP.

All descriptions are abbreviated. You must refer to the text of the section listed in the RFP. In agreeing to the abbreviated text, you are agreeing to the expanded, complete text in the section.

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>ACTION – CHECK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Have reviewed the Overall Description and Project Scope?</td>
<td>Yes</td>
</tr>
<tr>
<td>1.11</td>
<td>Agree to As-Built Drawing Requirements</td>
<td>Yes</td>
</tr>
<tr>
<td>1.13</td>
<td>Agree to Warranty Requirements?</td>
<td>Yes</td>
</tr>
<tr>
<td>1.01 – 1.09</td>
<td>Agree to meet all General Requirements listed, including insurance and bonds?</td>
<td>Yes</td>
</tr>
<tr>
<td>3.01 – 3.03</td>
<td>BIDDER / CONTRACTOR QUALIFICATIONS Provide company experience, qualifications and representative projects. Attached?</td>
<td>Yes</td>
</tr>
<tr>
<td>3.03</td>
<td>Provide three (3) business references. Attached?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.01 to 2.07</td>
<td>Provide evidence of financial ability and Insurance Coverages. Attached?</td>
<td>Yes</td>
</tr>
<tr>
<td>PART 5</td>
<td>Agree to comply with all stated reference standards and practices?</td>
<td>Yes</td>
</tr>
<tr>
<td>PART 6 and PART 7</td>
<td>Agree to all product and execution sections of the Technical Specifications?</td>
<td>Yes</td>
</tr>
<tr>
<td>PART 9</td>
<td>Agree to Splicing, Terminating, Testing, Documentation and Acceptance Requirements?</td>
<td>Yes</td>
</tr>
<tr>
<td>PART 10</td>
<td>UNIT PRICE BID FORM</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>1.0 A-X</td>
<td>Agree to all Instructions to Bidders?</td>
<td>Yes</td>
</tr>
<tr>
<td>APPENDIX E</td>
<td>Unit Pricing Bid Form has been completed in full?</td>
<td>Yes</td>
</tr>
<tr>
<td>APPENDIX A</td>
<td>RESPONSE MATRIX Completed in full?</td>
<td>Yes</td>
</tr>
<tr>
<td>APPENDIX B</td>
<td>FORM OF AGREEMENT Agree to form of agreement as presented?</td>
<td>Yes</td>
</tr>
<tr>
<td>APPENDIX C</td>
<td>Non-Collusive Bidding Certification completed and attached?</td>
<td>Yes</td>
</tr>
<tr>
<td>APPENDIX D</td>
<td>FORM OF PERFORMANCE AND MAINTENANCE BONDS. Reviewed and agree to form of bonds?</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Appendix B
Sample Contract Agreement

SOUTHERN TIER NETWORK

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: ____________________________________________________________

ADDRESS OF PRINCIPAL OFFICE:

STREET ________________________________________________________________

CITY ___________ STATE _______ ZIP ________________________________

AREA CODE ___ PHONE ________________________________

Check one: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL ______________

INCORPORATED UNDER THE LAWS OF THE STATE OF _______________________

If foreign corporation, state if authorized to do business in the State of New York:

YES ____ NO __________________

TRADE NAMES: _______________________________________________________

ADDRESS OF LOCAL OFFICE:

STREET ________________________________________________________________

CITY ___________ STATE _______ ZIP ________________________________

AREA CODE ___ PHONE ________________________________

NAMES AND ADDRESSES OF PARTNERS:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
Appendix C

Non-Collusive Bidding Certification

NON-COLLUSIVE BIDDING CERTIFICATION

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 his 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 any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this ___ day of ______, 20__________________
FIRM NAME ________________________________
ADDRESS ___________________________________
CITY, STATE, ZIP ______________________________

____________________________________________
AUTHORIZED SIGNATURE

____________________________________________
TYPED NAME OF AUTHORIZED SIGNATURE

____________________________________________
TITLE__________________________, TELEPHONE #__________________________

____________________________________________, 20__
APPENDIX D

Open Access Dark Fiber Optic Network

August 5, 2021

MAINTENANCE BOND
SOUTHERN TIER NETWORK

KNOW ALL MEN BY THESE PRESENCE that we, __________________________________________ located at __________________________________________

herein called the PRINCIPAL and __________________________________________ located at

dollar lawful money of the United States of America to be paid to the OBLIGEE,____________________________ its successors or assigns for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is required by the OBLIGEE to guarantee work, labor, services and materials, for the period of one (1) year covering the following project: SOUTHERN TIER NETWORK.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the PRINCIPAL shall faithfully comply with the guarantee on its part by replacing defective workmanship or materials and hold harmless the OBLIGEE against any cost, then this obligation shall be void, otherwise to remain in full force and effect.

Provided, however, that no suit shall be brought on this bond after one (1) year from the date of acceptance of this project by the Southern Tier Network, Inc.

SIGNED, SEALED AND DATED this ___ day of __________, 20__

IN THE PRESENCE OF:

__________________________________________ (Seal)

Principal

__________________________________________

Title

__________________________________________ (Seal)

Surety

__________________________________________

Title
Acknowledgment if
Contractor is an Individual, Partnership or Corporation

By: ____________________________

Name: __________________________

Title: ____________________________

Company: ________________________

STATE OF NEW YORK

)ss:

COUNTY OF ______________________

On ____________, 20___, before me, the undersigned, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

____________________________________

Notary Public
ACKNOWLEDGMENT OF SURETY

State of _______________________

City of ______________________ to wit:

______________________, a Notary Public in and for the City and State aforesaid, do certify that Personally appeared before me in my City and State aforesaid and made oath that he/she is __________ of the ________________________________; that ________________________________ is authorized by law to transact business in the State of New York; has complied with all laws relative to the execution of said bond; and that he is duly authorized to execute said bond for and on behalf of said company and to obligate the company with respect thereto.

My commission expires ________________

_______________________

Notary Public

Given my hand and seal this ___ day of ____________
Appendix E: See Unit Pricing Spreadsheet