

NOTICE TO BIDDERS

Request for Bids

The County of Tioga invites bid proposals for the following:

RADIO EQUIPMENT SHELTERS

Bid proposals will be received at the Tioga County Law Department, Suite 204, Ronald E. Dougherty County Office, Building, 56 Main Street, Owego, NY 13827, until

October 25, 2016 at 11 a.m.

at which time all bids received will be opened and read aloud. All bidders must comply with the General Municipal Law, Sect. 103. Each proposal must be accompanied by a bank certified check or original bid bond in the amount of Five Hundred (\$500.00) Dollars as bid security. The County of Tioga reserves the right to reject any and all bids received and to waive any informalities discovered therein. Interested Bidders must obtain bid specification and bid proposal forms by contacting the office of the Tioga County Bureau of Fire, Public Safety Building, 103 Corporate Drive, Owego, New York 13827 Telephone Number (607) 687-8467 or by going to the Tioga County Website: <http://www.tiogacountyny.com/> and following the link under Tioga County News.

Tioga County Bureau of Fire
Public Safety Building
103 Corporate Drive
Owego, NY 13827

Tioga County Request for Bids

RADIO EQUIPMENT SHELTERS

GENERAL BIDDING INFORMATION

1. Contents of this bid proposal package are as follows:
 - Notice to Bidders
 - General Bidding Information
 - Technical Specifications
 - (COMPLETE & RETURN) → Bid Submission Signature Page
 - (COMPLETE & RETURN) → Non-Collusive Bidding Certification
2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed under General Bidding Information. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached specification sheets. Please read each item carefully so that your bid will be submitted correctly.
3. BIDDERS' LEGAL CONFORMANCE with section 103 a, b, c, d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal or disqualification of contractors by petition and statement of non-collusion.)
4. DATE OF BID OPENING indicated on the Notice to Bidders is the final time for submitting acceptable bids. Those Bids arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the Tioga County Law Department.

5. INFORMATION PROVIDED BY THE BIDDER on the Price Response shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Price Response.
6. PRICE QUOTED on the Price Response shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.
7. BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. Failure to sign the Bid Submission Signature Page will result in rejection of the bid as incomplete.
8. RETURN the Bid Submission Signature Page, Non-Collusive Bidding Certification and approved bid surety with your Bid in a package or envelope with the bid name and number clearly marked on the outside of the packaging. If you use other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.
9. BID SURETY of \$500.00 must be in the form of an **original bid bond or bank certified check and made payable to Tioga County.** Upon approval of the County Attorney, a Certificate of Deposit, in the name of the bidder, but in the trust of the County may be accepted. This CD should contain the bidder's Federal Identification Number or his Social Security Number. CASH IS NOT ACCEPTABLE.

The surety instrument shall be in the amount of Five Hundred (\$500.00) Dollars as the bid surety and will be returned to the unsuccessful bidders within 45 days of the bid award. Bids submitted without the specified surety will not be read aloud and will be immediately rejected. Surety from an existing contract (bid award) may not be used as a surety for this or any other contract.

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

10. BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.

11. BID OPENING is held in the Tioga County Law Department, Suite 204, Ronald E. Dougherty County Office Building, 56 Main Street, Owego, New York and is open to the public. At the indicated hour, all bids received will be opened and read aloud. Bids submitted following the submission time will be returned unopened. Experience shows that the presence of bidders and other interested parties' is helpful, particularly when clarification of a bid might be desired by the appointed committee.

12. AWARD: Award will be made by the Tioga County Legislature. The Legislature reserves the right, before making an award, to investigate the qualification and facilities offered by bidders to insure proper performance.

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

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

13. DELIVERY: Delivery of awarded items or service will be stipulated in the award, unless otherwise noted in the specifications. The decision of the Tioga County Legislature as to reasonable compliance with the delivery terms shall be final.

14. PAYMENT will be made to the vendor following satisfactory delivery or installation. Vendor must submit completed original claims/vouchers (no photocopies) with the appropriate original invoices to the Tioga County Bureau of Fire for disbursement, usually within thirty (30) days.

15. PERIOD OF AWARD: Shall be stipulated by the Tioga County Law Department in the specifications.

16. REJECTION of late delivery or damaged goods shall be determined by the Bureau of Fire. Costs associated with removal of rejected items shall be borne by the vendor.

17. **CONDITIONS AND CONTINGENCIES:** In the event legislative action is required to either procure, obtain or transfer moneys necessary to fulfill the County's legal responsibilities as purchaser under the terms and conditions of this bid, then in such event any bid award made by the County of Tioga is expressly conditional and contingent upon the completion of such legislative action. Submission of a bid by a vendor to the County of Tioga will constitute express acknowledgment and acceptance of any such condition or contingency by that vendor.

18. **"OR EQUALS":** Whenever a food item, commodity or piece of equipment is identified in the bid or specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers etc, it is intended to establish a standard of quality and any food item with substantially equal ingredients and proportions, commodity or equipment of other manufacturers which will perform adequately will be considered equally acceptable provided that the food item, commodity or equipment so proposed is, in the opinion of the Bureau of Central Services, to be of equal substance and function.

19. **ALTERNATE BIDS:** Alternate bids are not acceptable to Tioga County, unless specifically called for in the bid proposal.

20. **BIDDER'S RESPONSIBILITY:** Bidders who respond to Tioga County's request for bids hereby acknowledge and accept responsibility for the following and, as a condition of the bidding process, agree as follows:

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

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

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

22. TIOGA COUNTY GENERAL CONTRACT AND INSURANCE SPECIFICATIONS: The contract entered into with Tioga County will contain the following specification:

<p>TIOGA COUNTY, NEW YORK General Contract and Insurance Specifications</p>
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Project Description or Contract Number:	Radio Communications Shelters
Date Issued:	
Vendor name (“Contractor”):	
County Department:	Fire Bureau

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

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an “occurrence basis” unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance certificates must be approved by the County Department of Law or its designee.

6. The amount of self-insured retention or deductibles must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-, XI" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits												
<p><u>General Liability</u> per standard ISO form or equivalent with no modification of coverage for contractual liability</p> <ul style="list-style-type: none"> • All endorsed policy exclusions shall be disclosed by submittal of forms • Tioga County shall be named Additional Insured, on a primary, non-contributory basis. The additional insured requirement shall be provided by ISO endorsement forms CG 20 10, CG 20 37 and CG 20 01 (or equivalent forms) and shall not contain any exclusion for bodily injury or property damage arising from completed operations. Submittal of the specified Additional Insured forms is required with the ACORD 25. 	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 40px;">General Aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td style="padding-left: 20px;">Products & Completed Operations Aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td style="padding-left: 40px;">Personal & Advertising Injury</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td style="padding-left: 60px;">Each Occurrence</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td style="padding-left: 60px;">Fire Damage</td> <td style="text-align: right;">\$300,000</td> </tr> <tr> <td style="padding-left: 60px;">Medical Expense</td> <td style="text-align: right;">\$10,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products & Completed Operations Aggregate	\$2,000,000	Personal & Advertising Injury	\$1,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$300,000	Medical Expense	\$10,000
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Medical Expense	\$10,000												

<p><u>Automobile Liability (Comprehensive Form)</u> Must cover owned, non-owned, leased and hired vehicles.</p>	<p>\$1,000,000 Combined Single Limit</p>
<p><u>Professional Liability</u></p> <ul style="list-style-type: none"> • If “Claims Made” coverage, must be maintained continuously for a minimum of two (2) years after contract termination • Shall not contain restrictions for <ul style="list-style-type: none"> ✓ Contractual liability ✓ Express warranties or guarantees ✓ Personal injury 	<p>\$1,000,000 Each Claim \$1,000,000 Annual Aggregate</p>
<p><u>Umbrella / Excess Liability (Following Form)</u></p> <ul style="list-style-type: none"> • To extend over CGL, Auto 	<p>\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p>
<p><u>Workers’ Compensation and Employer’s Liability</u> If you have no employees (sole proprietor) a NYS Workers’ Compensation Board issued waiver of the Workers’ Compensation requirement is acceptable</p>	<p>Part 1 – Statutory Part 2 – (Unlimited in NYS) \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee</p>
<p>(Proof of either Workers’ Compensation Insurance or a NYS Workers’ Compensation Board issued waiver of the Workers’ Compensation insurance requirement is mandated by state law. There are no exceptions to this law.</p>	

2. The certificate face shall:
 - indicate coverages and minimum amounts required in part II.1
 - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless prior written notice has been given to the Tioga County.

3. The Additional Insured & Certificate Holder should read:

County Of Tioga
Attn: Law Department
56 Main Street, Owego, NY 13827

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or

property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all losses(s), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

Part IV Safety

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

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

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

23. NYS BIDDING PROVISION: Any contract entered into with Tioga County will contain the following provision required by NYS General Municipal Law 103-3 Grounds for Cancellation of Contract:

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

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person. and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

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

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

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

25. Inasmuch as the funds to purchase the equipment, goods and services being bid herein are provided by a grant from NYS Department of Homeland Security, any contract entered into with the successful bidder will contain the contract provisions set forth in Addendum A, attached hereto.

BID SUBMISSION SIGNATURE PAGE

Tioga County Request for Bids

RADIO EQUIPMENT SHELTERS

- A \$500.00 surety must accompany the bid (Bank certified check or an original bid bond)
- The signed Non-Collusive bidding agreements must be signed and returned with the Bid Submission Signature Page)

BIDDER: _____

FEDERAL TAX ID #: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

PHONE #: _____

FAX: _____

EMAIL ADDRESS: _____

DATE: _____

NON-COLLUSIVE BIDDING CERTIFICATION

- A. Every Bid herein made to Tioga County, or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed, or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties or perjury: Non-collusive Bidding Certification.
- (1) By submission of this Bid, each Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint Bid each party thereto certifies, as to its own organization, under penalty or perjury, that to the best of their knowledge and belief:
 - (i) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - (ii) 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
 - (iii) 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.
 - (2) A Bid shall not be considered for award nor shall any award be made where (1) (i) (ii) and (iii) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore.

Where (1) (i) (ii) and (iii) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the Tioga County Commissioner of Public Works, to which the Bid is made, or the designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder: (a) has published price lists, rates, or tariffs covering items being procured; (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph A (1).

- B. Any Bid hereafter made to Tioga County, or official thereof, by a corporate Bidder for work or services performed or to be performed, or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such Bid contains the certification referred to herein, shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the Bid, and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature of Bidder _____ (SEAL)

Title _____

Address _____

Sworn to before me this _____ day of _____ 2016

Notary Public

Award Contract

ADDENDUM A

Project No.**Grantee Name**

SI12-1024-D03

Tioga County

02/08/2016

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building

service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **Identification Number(s).** Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) **Privacy Notification.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the

information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State

Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2012

Certified by - Dale Weston on 05/29/2013

Award Contract

Project No.

SI12-1024-D03

Grantee Name

Tioga County

02/08/2016

New York State
Division of Homeland Security and Emergency Services
Interoperable Emergency Communication Grant Program

**APPENDIX A-1
AGENCY SPECIFIC CLAUSES**

A. GENERAL TERMS AND CONDITIONS

1. This Grant Contract (Agreement) is hereby made by and between the Division of Homeland Security and Emergency Services (DHSES), on behalf of the State of New York (State) and the Grantee.
2. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of this Agreement.
3. This Agreement incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.
4. Funding for the entire Agreement Period shall not exceed the funding amount specified as "Funding Amount for the Initial Period" on the face page hereof.
5. The period of this Agreement shall be as specified on the face page hereof. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event, DHSES shall notify the Grantee immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this Agreement beyond the end date specified on the face page hereof.
6. To modify the Agreement, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Agreement.
7. The Grantee must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Agreement, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.
8. If the Grantee enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee shall take full responsibility for the acts and omissions of its sub-grantees. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between the sub-grantee and neither DHSES nor the State of New York.
9. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If this Agreement is \$15,000 or less, it shall not take effect until it is executed by both parties.

If this Agreement ranges in dollar amount from \$15,000.01 to \$50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated *prior to* April 1, 2006, it shall not take

effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If the Agreement utilizes funds appropriated *on or after* April 1, 2006, it shall not take effect until it is executed by both parties.

10. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
11. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
12. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available.
13. The Grantee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). The Grantee shall be liable for the costs associated with such breach if caused by the Grantee's negligent or willful acts or omissions, or the negligent or willful actions or omissions of Grantee's agents, officers, employees or sub-grantees.
14. Consistent with the NYS Office of State Comptroller Bulletin No. G-221, all non-governmental (non-profit and commercial) organizations scheduled to receive grant funding from DHSES must comply with Vendor Responsibility requirements.

B. BUDGET, PAYMENT, REIMBURSEMENT AND REPORTING REQUIREMENTS

1. The Grantee is not permitted to make any changes to the Agreement budget without the written approval of DHSES. Furthermore, any proposed modification to the Agreement which results in a change of greater than 10 percent to any budget category, must be submitted to NYS Office of State Comptroller for approval.
2. To be eligible for payment, the Grantee shall submit to the DHSES' designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to DHSES.
3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Grantee for completed, approved projects, a sum not to exceed the amount noted on the face page hereof. The Grantee must not seek or accept reimbursement from any other sources for Grantee costs and services pursuant to this Agreement.
4. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not

receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. The Grantee shall meet all audit requirements of the State of New York.
6. The Grantee shall accept responsibility for compensating the State for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
7. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.
8. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.
9. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.
 - a) Unless a special condition applies to this Agreement, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.
 - b) Grantee must adhere to the following guidelines at a minimum when obtaining consultant services.
 - i. Consultant services that cost up to \$15,000 may be obtained by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
 - ii. Consultant services that cost over \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (i.) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.
 - iii. Consultant services that cost over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties;

reasonable deadlines; establishment of the methodology of evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.

- c) A Grantee that is a local government must contract for consultants in accordance with General Municipal Law Article 5-A and any other applicable regulations.
 - d) A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.
10. All equipment purchased pursuant to this agreement shall meet local, state and federal regulations and guidelines at the time of the State's acceptance of this contract.
11. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Grantee must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
12. Upon completion of all contractual requirements by the Grantee, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Grantees shall dispose of equipment as follows:
- a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
 - b) Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-518-322-4911 for guidance.
13. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

a) Grantee must also make all procurements as noted below:

- i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
- ii. A Grantee purchasing any single piece of equipment, single service or multiples of each that cost up to \$15,000 may do so by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
- iii. Goods or services or multiples of each that have an aggregate cost between \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (ii) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.
- iv. A Grantee expending over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide the goods or services; equal provision of the information to all interested parties; reasonable deadlines; establishment of the methodology for evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.
- v. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b) A Grantee that is a State entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

c) A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

14. The Grantee shall submit detailed Itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Agreement. All reported expenditures must

reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

15. The Grantee must submit program progress reports and final reports as specified in Appendix C.

C. ACCOUNTING FOR GRANT EXPENDITURES

1. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
2. Grantee agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
3. This Agreement may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with State and/or federal laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable State, and DHSES guidelines.
4. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded as proposed.
5. If this Agreement makes provisions for the Grantee to sub-grant funds to other recipients, the Grantee agrees that all sub-grantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any sub-grantee as if it were its own.
6. The Grantee agrees that all sub-grantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:
 - Activities to be performed;
 - Time schedule;
 - Project policies;
 - Other policies and procedures to be followed;
 - Dollar limitation of the Agreement;
 - Appendix A, Appendix A-1, Appendix C, and any Special Conditions set forth in the Agreement;
 - Applicable State cost principles to be used in determining allowable costs; and

- Property Records or Equipment Inventory Reports.

7. The Grantee will not be reimbursed for sub-granted funds unless all expenditures by a sub-grantee are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

D. PROPERTY

1. Any equipment, furniture or supplies or other property purchased pursuant to this Agreement is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Agreement.
2. Upon completion of all contractual requirements by the Grantee under this Agreement, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Agreement.
3. The Grantee must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Grantee, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.
4. If Grantee disposes of any equipment purchased under this Agreement during the active lifespan of said equipment, Grantee must reinvest any proceeds from the disposal into additional equipment items to continue Grantee's organization's activities subject to the guidelines of this Agreement. If the Grantee does not reinvest proceeds to continue activities subject to this Agreement, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Agreement must be repaid to the State of New York.
5. The Grantee shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Grantee to become familiar with and comply with all terms and conditions associated with acceptance of funds.
6. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Grantee, sub-recipient or collaborative agency/organization. The Grantee must maintain specific documentation as support for project related personal service expenditures as this Agreement is supported by State funds. Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.
7. In accordance with federal requirements, a Grantee that receives during its fiscal year \$500,000 or more of federal funds from all sources, including this Agreement, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year.

8. The Grantee must provide one copy of such audit report to DHSES within nine months of the end of its fiscal year, or communicate in writing to DHSES that Grantee is exempt from such requirement.
9. Program income earned by the Grantee during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.
10. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
 - a) If DHSES shares its right to copyright such work with the Grantee, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
 - b) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with such grant support.
 - c) The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DHSES. Any document generated pursuant to this grant must contain the following language:

“This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the State of New York. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the State of New York as a whole.”

E. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. Services performed pursuant to this Agreement must be secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

2. Funds provided pursuant to this Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
3. Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of federal and State laws and regulations, or as specified in this Agreement.

F. AMENDMENT, SUSPENSION, TERMINATION OF AGREEMENT

1. The Grantee agrees that if the project is not operational within 60 days of the execution date of the Agreement, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Agreement, the Grantee will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
2. DHSES will be allowed to extend, increase, amend, decrease or terminate this Agreement, upon appropriate approval of the NYS Offices of Attorney General and/or State Comptroller, as follows:
 - a) Upon approval by the NYS Office of State Comptroller, the term of this Agreement may be extended in conjunction with the extension of the federal grant award from which this Agreement is funded, not to exceed a term of five years from the initial start date.
 - b) Upon approval by the NYS Office of State Comptroller, the amount of this Agreement may be increased provided the funds are used in accordance with the guidelines associated with this Agreement grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.
 - c) This Agreement may be terminated at any time upon mutual written consent of DHSES and the Grantee.
 - d) DHSES may decrease the level of funding or terminate the Agreement immediately, upon written notice of termination to the Grantee, if the Grantee fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
 - e) This Agreement may be terminated for convenience upon thirty (30) days' notice to the Grantee.
3. DHSES reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DHSES or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely.
 - i. DHSES shall provide the Grantee with written notice of noncompliance.

- ii. Upon the Grantee's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement.
 - iii. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with these terms.
4. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.
5. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
6. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.
7. Upon receipt of the notice of termination, the Grantee agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees to not incur any new obligations after receipt of the notice without prior written approval by DHSES.
8. DHSES shall be responsible for payment on claims pursuant to costs incurred pursuant to terms of the Agreement. In no event shall DHSES be liable for expenses and obligations arising from the program(s) in this Agreement after the termination date.

G. AVAILABILITY OF FUNDS

1. If for any reason the State of New York terminates its appropriation through DHSES or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DHSES, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DHSES for payment of such costs. Upon termination or reduction of this Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DHSES. In any event, no liability shall be incurred by DHSES or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DHSES because of disallowed expenditures after audit shall be its responsibility.

2. Unless otherwise specified, in accordance with the State Finance Law, the availability of federal and State funds budgeted as local assistance shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are re-appropriated in the State Budget by the New York State Legislature. When local assistance funds are not re-appropriated, vouchers must be received by DHSES by August 1st of the year following the fiscal year in which the funds were appropriated to ensure reimbursement.

H. RETENTION OF RECORDS

1. Original records must be retained for six years following the submission of the final claim against this Agreement or the end of the Agreement Period, if later. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year Period, whichever is later. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DHSES requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, property records or equipment inventory records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project.

I. INDEMNIFICATION

1. The Grantee shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee or its sub-grantees pursuant to this Agreement. The Grantee shall indemnify and hold harmless the State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.
2. The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the State nor make any claim, demand or application to, or for, any right based upon any different status.



Technical Specification

Radio Equipment Shelters

Blue Wing Services

Tioga County, NY

October 12, 2015



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1 Overview

1.1 Project Description

- 1.1.1 Tioga County is in the process of upgrading the County's public safety radio system. As part of the upgrade, Tioga County desires procure of new buildings. Therefore, the intent of this procurement is to acquire new buildings as a part of this upgrade.
- 1.1.2 This document describes the requirements for buildings that will be procured by Tioga County (NY).



2 Bid Structure and Format

2.1 Terms and Definitions

2.1.1 County - County of Tioga, NY

2.2 Specification Response

2.2.1 Point-By-Point Response

2.2.2 Bidder shall provide a document labeled Point-by-Point Response in which it replied to each numbered specification in the Specification Section. Each response shall indicate either Compliant or Not Compliant. For those items the Bidder is not compliant, the Bidder shall provide a written response as to why the Bidder is not compliant. The Bidder should input there response below each specification.

2.2.3 Descriptive responses to any specification must be full and complete at the point of entry. Unless required by other sections of these specifications, no additional writings, comments, reservations, etc. will be part of the binding submission, regardless of how referenced or presented.

2.2.4 In each such case the Bidder must detail the degree of non-compliance and state any alternatives offered as an option.

2.2.5 Such alternatives will be weighed by the County and will be accepted or rejected as it determines to be in its best interests.

2.3 Questions

2.3.1 Questions concerning the technical portion should be directed in writing by E-MAIL by October 19, 2016 at noon to Frank Okrasinski at okrasinskif@co.tioga.ny.us. Questions and answers will be posted on the Tioga County Website by October 21, 2016 at noon. <http://www.tiogacountyny.com/>



- 2.3.2 Submittal
- 2.3.3 The bidder shall provide the response to the bid in the following manner.
- 2.3.4 Section A - Point-by-Point Specification Response
- 2.3.5 Section B - Shelter Drawings
- 2.3.6 Section C - Tioga General Procurement Documents
- 2.3.7 Section D - Price Response
- 2.3.8 Bidders should supply the County with three (3) copies of their responses in written form and electronic .pdf version on disc containing the complete response. The responses must contain all supporting documentation. Bidders must submit one (1) original signed copy of their proposals. The proposals must be signed by an authorized Bidder representative
- 2.3.9 Also include a CD of all documentation and responses with the original and each copy.

2.4 Evaluation

- 2.4.1 Proposal will be evaluated in numerous area including-
- 2.4.2 Technical Response - The approach and completeness of meeting the intent of meeting the requirements.
- 2.4.3 Bidder Experience – Bidder’s qualifications, Bidder’s experience and Bidder’s ability and track record on providing similar systems.
- 2.4.4 Product Management and Support - installation management, maintenance, and support
- 2.4.5 Pricing - Cost for equipment and services.



3 Specification

- 3.1.1 These specifications describe the minimum requirements for the delivery, installation and equipping of 3 communications shelters and related site work to be used to house and protect microwave radio communications equipment utilized by Tioga County Department of Emergency Services as part of a public safety radio communications upgrade.

3.2 Scope

- 3.2.1 All bidders must comply and complete as required the documents contained in early sections of the bid.
- 3.2.2 Any shelter offered in response to this bid shall meet all of the specifications as written here and also as shown on the following Attachments.
- 3.2.3 Included in this requirement are AC power distribution systems, related wiring and raceways, emergency power generating system, fans, louvers, heaters, an internal single point ground system and other specified components.
- 3.2.4 This structure shall also include heating, cooling and air conditioning, installed, complete as part of this bid.
- 3.2.5 The successful bidder will be responsible for the:
- 3.2.5.1 Testing - After the County has provided primary electrical service and the generator is installed, the building vendor is responsible for reviewing and testing the building equipment. The vendor shall provide documentation of the initial configuration parameters and the results of the test.

3.3 Attachments

- 3.3.1 Attachment A - Shelter Drawings
- 3.3.2 Attachment B - Equipment List



3.4 Documentation

- 3.4.1 The Bidder shall, before fabrication of the shelter, submit shop drawings and documentation for written approval by the County. Such drawings shall demonstrate that the structure offered meets or exceeds the requirements of these specifications including the annexed drawings.
- 3.4.2 The Bidder shall supply documentation and user manuals for all major equipment items including but not limited to HVAC, distribution panel and transfer switch, and generator.

3.5 Engineering Certification

- 3.5.1 Before Notice To Proceed is issued the Successful Bidder shall provide final drawings and manufactures specifications signed and sealed by a New York registered Engineer verifying all applicable national, state and local requirements are met.
- 3.5.2 Such certifications shall include foundation requirements and all other components necessary under this scope of work.

3.6 Codes and Standards

- 3.6.1 The Bidder is responsible for obtaining copies of all the below referenced documents and being familiar with all applicable sections.
- 3.6.2 BOCA Shelter Codes (where not superseded by the County Codes)
- 3.6.3 ANSI/NFPA-70 and NFPA-78, National Electric Code, National Fire Protection Association.
- 3.6.4 ASTM-E-84: Standard Test Method for Surface Burning Characteristics of Shelter Materials.
- 3.6.5 PS1-74: U.S. Product Standard for Construction and Industrial Plywood with Typical APA Trademarks.
- 3.6.6 ANSI-58: American National Standards for Minimum Design Loads for Shelter and Other Structures.



- 3.6.7 Installation of all electrical equipment, fire alarm systems, power distribution, lighting assemblies and associated wiring shall comply with the most recent edition of BOCA, the National Electric Code (NEC), NFPA 70 and Occupational Safety and Health Administration (OSHA) regulations.
- 3.6.8 All electrical equipment shall be listed or approved by Underwriters Laboratories (UL).



4 Shelter Specifications

4.1 General

- 4.1.1 The structure shall be pre-fabricated, with poured concrete walls, floor and roof, specifically designed for remote radio transmission equipment sheltering.
- 4.1.2 Shelter shall be constructed of steel reinforced pre-cast concrete meeting or exceeding all of the following requirements.
- 4.1.3 Resistant to winds up to 150 MPH.
- 4.1.4 All concrete incorporated into the structure shall be air entrained, 5000 PSI lightweight concrete. The walls, floor and roof shall be poured solid. The floor shall rest on a steel skid.
- 4.1.5 Non-combustible - The walls, roof, and floor of the concrete shelter must be non-combustible. This does not apply to the interior FRP board applied to the walls and ceiling.
- 4.1.6 Resistant to all boring insects walls, roof, floor and joints. Bolted and welded construction. Nailed type construction is not acceptable.
- 4.1.7 Resistant to mold and mildew.
- 4.1.8 Reinforcing bars (rebar) tied 100% at perimeter, 50% elsewhere. All concrete panel joints (floor-to-wall, wall-to-wall, and wall-to-roof) shall consist of keyed joints to prevent water intrusion. Butt joints are not acceptable at any connection point. All joints must be sealed or caulked to prevent moisture or insect intrusion.

4.2 Sizes

- 4.2.1 Shelter of three (3) sizes are required.
- 4.2.2 Shelter 1 - Shall be a minimum 23 feet in length and a minimum 12 feet in width. Shown in Attachment A.



4.2.3 Shelter 2 - Shall be a minimum 27.5 feet in length and a minimum 12 feet in width. Shown in Attachment A.

4.2.4 Shelter 3 - Shall be a minimum 32 feet in length and a minimum 12 feet in width. Shown in Attachment A.

4.3 Equipment

4.3.1 List of shelter equipment as identified in Attachment B and shown on the drawings on Attachment A.

4.4 Interior Ceiling Height

4.4.1 Each shall have an interior floor to ceiling clear height of no less than 10 feet.

4.5 Exterior Finish

4.5.1 Exterior finish shall be red brick or blue stone. Provide samples for customer approval.

4.6 Bullet Proofing:

4.6.1 Construction shall protect the interior against damage by munitions fired from a high powered 30.06 rifle at a distance greater than fifteen (15) feet per UL 752 standards.

4.7 Seismic Zone Considerations

4.7.1 Seismic Rating - The Concrete shelter shall meet the required seismic rating for Tioga County

4.8 Insulation Factor



- 4.8.1 The shelter shall meet all New York environmental requirements including an insulation factor of R-25 for roof, floor and walls as installed at the site.

4.9 Interior Finishing

- 4.9.1 Interior finishing options shall be described by the bidder for County's selection.
- 4.9.2 The interior shall be smooth finished in all cases.
- 4.9.3 Colors will be selected by the County from samples provided by the Contractor.

4.10 Floor

- 4.10.1 The building shall have a floor with a minimum uniform load rating of two hundred (200) pound per square foot
- 4.10.2 In the floor area shown in each specification drawing designed for battery floor space, the floor must be reinforced to support 9500 pounds over a 24 square foot area.
- 4.10.3 The floor is to include a permanent integral skid assembly. The use of a solid concrete floor is not acceptable. The floor shall be covered by a high quality, industrial grade vinyl, white or marble colored, 1/8" tile, bonded with a waterproof contact adhesive. All floor edges shall be covered by 4" to 6" wall molding. An extruded aluminum, weatherproof door threshold shall protect the edges at the entry area.

4.11 Walls

- 4.11.1 Walls shall be constructed to resist a minimum one hundred fifty (150) MPH wind loading, including overturning moments for the unit itself.
- 4.11.2 All walls shall be a minimum two (2) hour fire rated.
- 4.11.3 The outside walls shall be finished in red brick or blue stone. Provide sample for customer approval.



- 4.11.4 The inside walls shall be finished with paneling trimmed with coordinated molding to assure an interior that is long lasting and easily maintained. The inside walls are to be finished with a minimum 1/2" plywood backed FRP paneling. Use of OSB products are not acceptable.
- 4.11.5 Bidders shall detail their proposed construction methods, materials and insulation factors on pages attached to their bid. Such pages shall be clearly referenced to the sections to which they apply.

4.12 Roof and Ceiling

- 4.12.1 The shelter roof shall support a minimum one hundred (100) pounds per square foot uniform live load with a one thousand (1000) pound concentrated load over any three (3) square foot area.
- 4.12.2 The concrete roof is to be sloped to facilitate run-off of water, minimum of 1/4" per foot. All solid, sealed construction is required
- 4.12.3 In addition, the roof shall be designed to withstand the accumulation of as much as three (3) feet of wet snow. It shall also withstand the impact of ice falling from any adjacent structure without suffering any damage or shall otherwise be protected from such damage.
- 4.12.4 Provide documentation showing compliance with all of the above.
- 4.12.5 Inside ceiling shall be finished with a minimum 1/2" plywood backed FRP paneling. Use of OSB products are not acceptable.

4.13 Mounting Surfaces

- 4.13.1 Provide an equipment mounting surface (shown in Attachment A), minimum 3/4" thick plywood. The alarms mounting block shall be painted FarmAll red, the telco mounting surfaces shall be painted 1/2 Ford Empire blue.

4.14 Door



- 4.14.1 The exterior door shall be of eighteen (18) gauge aluminum and stainless or galvanized steel construction with a primed, painted finish designed to resist rusting and deterioration. Bidders are to describe the method for meeting this requirement. The exterior equipment compartment door shall be a minimum seven feet (7') high by three feet six inches (3'- 6") wide.
- 4.14.2 The exterior generator compartment door shall be a minimum seven feet (7') high by four feet (4'- 0") wide.
- 4.14.3 The doors shall be mounted to a minimum sixteen (16) gauge aluminum and stainless or galvanized steel constructed door frame with a primed, painted finish with three (3) stainless steel, non-rising stem, tamper proof hinges. Care must be taken to provide a door hinge system that does not allow removal of the door while it is in a closed position.
- 4.14.4 An additional locking mechanism for each door shall be a combination push button (5button) lock, Alarm Lock DL2700.
- 4.14.5 The change of the combination entry code shall be an easy process that can be performed by the County without purchase of special tools. The successful bidder shall provide the locks with all special tools (common hand tools excluded) necessary to perform code changes.
- 4.14.6 A wind stay chain shall be provided for both doors.
- 4.14.7 The door frame is to be bonded to the shelter ground halo by 1/0 solid, bare copper wire or equivalent grounding braid.
- 4.14.8 A drip cap shall be provided over the doors.

4.15 Openings

- 4.15.1 Openings for air flow, doorways, cable entry, etc. shall be designed and sealed to preclude penetration of moisture, insects and rodents into the interior of the structure or between the exterior and interior of any wall, roof, flooring or foundation.
- 4.15.2 All air intake and exhaust openings shall be fitted with hoods to prevent the entrance of rain, snow, etc.



- 4.15.3 Intake hoods shall be fitted with removable, cleanable air filters.
- 4.15.4 Exhaust hoods are to be fitted with insect screens.
- 4.15.5 All such hoods shall be designed with bars or grilles to prevent forcible entry by any human.
- 4.15.6 Each hood, frame, etc. shall be bonded to the halo ground system. Hoods, ventilation frames, etc. may not extend into the interior of shelter.

4.16 Wiring

- 4.16.1 All wiring included by the bidder shall be installed in conduit, panel boards, equipment control panel enclosures, junction boxes or wire troughs.
- 4.16.2 All conduits and ducts shall be securely mounted and supported by approved clamps, brackets or straps as applicable and held in place with properly selected screws.
- 4.16.3 All wire raceway, conduit, etc. shall be mechanically joined and secured using compression gland style connectors or standard threaded pipe couplings.
- 4.16.4 Flexible steel conduit or armored cable shall protect wiring connected to motors, fans, etc. and other short runs where rigid conduit is not practical.
- 4.16.5 Conduit shall NOT be used as a ground of any kind. Separate ground wires shall be used for all grounding functions. More specific grounding requirements are stated elsewhere herein.
- 4.16.6 Unless otherwise approved or specified, all sub-panel fed power wiring shall be a minimum size 12 AWG, solid copper conductors, with insulation rated for 600 Volts alternating current (AC); type THW or THNN.

4.17 AC Power



- 4.17.1 The County will be responsible for providing the power service wiring from the utility meter board to the specified ASCO Power Transfer Switch panel # 300L42200F1XC or approved equivalent. It shall likewise connect the emergency generator power wiring from the generator to the ASCO panel. The panel shall have a four conduits for power and generator connection running to the outside of the building so that it can be easily connected to by the county for making the connections to the service.

4.18 Power Distribution

- 4.18.1 Power shall be distributed from the ASCO panel, through raceways and conduits, to the appropriate fixture or other termination in accordance with NEC.
- 4.18.2 Furnish and install all power wiring, conduit, boxes, switches, receptacles and device plates and other devices as shown in the annexed shelter drawing.

4.19 Panel Boards

- 4.19.1 42 circuit Square D type NQOD Included in ASCO D330L Power Transfer Switch Only breakers and wiring shown on annexed drawings are the responsibility of the shelter manufacturer.
- 4.19.2 All other circuits and breakers will be provided by the bidder.
- 4.19.3 Furnish and install #2 solid grounding wire from panel thru exterior wall for AC grounding. The bidder shall leave a 4 foot coil at the exit of the building.
- 4.19.4 Specific panel schedule layout shall be provided by vendor but will be approved prior to building construction.

4.20 Power Line Surge Suppression

- 4.20.1 Power Line Surge Suppression shall be provided by shelter manufacturer as part of ASCO D330L Transfer Switch Assembly-Accessory 73VB1.



- 4.20.2 The remote/local status shall be wired to the Type 66 alarm block mounted and provide dry contacts closure alarm for the various alarms provided by the surge suppression device.



5 Shelter Equipment

5.1 Quad Service Outlets

- 5.1.1 Quad service outlets
- 5.1.2 Quantities as specified on the attached drawings.
- 5.1.3 Service receptacles shall be surface wall mounted, specification grade, 120 Volt rated, with ground, as appropriate for the purpose.
- 5.1.4 All receptacles shall be powered using a minimum #12 AWG size insulated copper conductors installed by the bidder in appropriately sized electrical metallic tubing. This work shall be done in accordance with NEC

5.2 Exterior Service Outlets

- 5.2.1 Two (2) exterior, grounded receptacles shall be provided at locations shown on the contract drawings.
- 5.2.2 These receptacles shall be powered by a separate, 120 Volt, grounded branch circuit protected by Ground Fault Interrupter (GFI) circuit breakers.
- 5.2.3 These outlets shall be mounted in waterproof boxes with waterproof covers.

5.3 Light Fixtures

- 5.3.1 These fixtures shall be of quality grade, have domed mold injected acrylic prismatic diffuser, with two (2) 32 watt fluorescent lamps and 120 Volts magnetic ballast, ETL/CBM certified or an LED equivalent. See Attachment A on the drawings for quantities per shelter type.
- 5.3.2 The fixtures shall be surface mounted over each equipment isle as shown in the contract drawings.



- 5.3.3 These shall be fed as a gang from a common breaker and controlled by a common switch as shown in the annexed drawings.

5.4 Equipment Room Environmental Control System

- 5.4.1 The shelter shall be designed and equipped with an environmental control system consisting of dual, self-contained, commercial grade air conditioning and heating units capable of maintaining 78° F dry bulb and 68° F wet bulb inside design temperature at 95° F dry bulb and 78° F wet bulb outside air ambient conditions. (A.R.I. Conditions) and a separate exhaust fan and air intake louver system.
- 5.4.2 Units shall be sized per the shelter according to the list below
- 5.4.2.1 Shelter 1 - 12x23 - Two (2) 3-ton units
- 5.4.2.2 Shelter 2 - 12x27 - Two (2) 4-ton units
- 5.4.2.3 Shelter 3 - 12x32 (1-Room) - Two (2) 5-ton units
- 5.4.3 The HVAC units shall be wall mounted types manufactured by Bard, Marvair, Carrier or approved equal.
- 5.4.3.1 As a minimum the units shall be equipped with low ambient and compressor anti-cycle controls, integral resistance heat strips, outdoor air intake and exhaust louvers, and permanent expanded metal dust filters.
- 5.4.3.2 These single package, self-contained heating and air conditioning units shall be designed specifically for outdoor mounting on the side wall of a structure or container. The unit shall have protection from driving rain and be so designed that water will run off of the unit away from the shelter/wall.
- 5.4.3.3 The units shall be controlled by a single, solid-state controller/timer and remote controller/timer and remote mounted single stage cool and two stage heat thermostat, installed in strict compliance with the manufacturer's recommendations. Included in ASCO D330L Power Transfer Switch A "lead lag" controller, which will allow for equal operating times for both HVAC units shall also be included.



- 5.4.3.4 Solid State circuitry shall prevent the start of one (1) unit until at least five (5) minutes after the other.
- 5.4.3.5 The system shall also provide switching to prevent both units from activating at the same time to eliminate power surges.
- 5.4.3.6 A capillary bulb, outside air, wall mount thermostat shall be interfaced to the HVAC thermostat and function to terminate operation of each unit blower and refrigeration compressor below 70°F outside air temperature and function to open outside air intake damper and start and run the exhaust fan. Outside air damper shall close and exhaust fan shall stop when shelter room temperature falls below 68° F room temperature.
- 5.4.3.7 The air conditioner economizer feature shall operate to regulate and reduce the introduction of moisture laden air during high humidity conditions.
- 5.4.3.8 The two stage heating start control circuit shall be indexed to normal sequence below 68°F outside air temperature through a capillary bulb, outside air thermostat.
- 5.4.3.9 Provide submittal drawings of automatic temperature control system including interface connection with package contained heating and air conditioning units.
- 5.4.4 Alarms
 - 5.4.4.1 Each environmental unit shall be equipped with dry alarm contacts to provide signaling to the communications center if the following status is determined (A) the unit has no power and/or (B) the units are not providing the proper temperature control.
 - 5.4.4.2 Such alarms are to be properly terminated on the vendor supplied “alarm” punch block and clearly labeled as to function and device.
- 5.4.5 Exhaust Fan
 - 5.4.5.1 Furnish and install a wall mounted propeller type exhaust fan with fan guard.
 - 5.4.5.2 The size, recommended make and models of the fans are as outlined in the equipment list.



- 5.4.5.3 The fan motor is to be wired so it is controlled by a thermostat as identified in the appended drawings. This thermostat will also control the air intake and exhaust louvers which are to open and close with fan operation.
- 5.4.5.4 The exhaust fan thermostat shall cycle the fan to maintain specified temperature as described in previous paragraphs.
- 5.4.5.5 Adjustments on the thermostat shall permit the start and stop temperatures to be varied between 55 degrees F and 95 degrees F. with 3-10° F adjustable differential setting.
- 5.4.5.6 There shall also be a manual “ON-Auto” selector switch which, when selected, shall cause the fan to run continuously.
- 5.4.5.7 Failure of the intake or exhaust louvers shall prevent the fan from running in conjunction with intake louver damper motor auxiliary switch.
- 5.4.6 Air Intake Louver
 - 5.4.6.1 An air intake louver shall be provided. It shall have power operated louvers to prevent heat loss due to wind action.
 - 5.4.6.2 The size, recommended make and models of the fans are as outlined in the equipment list.
 - 5.4.6.3 Furnish and install damper motor and power closed louvers.
 - 5.4.6.4 Interlock with fan to prevent influence by winds when exhaust fan is stopped.
 - 5.4.6.5 This louver shall be opened and closed by the fan thermostat.
 - 5.4.6.6 The fan’s manual selector switch, when indexed to the “ON” position, shall be interlocked to the louvers to remain open continuously.
- 5.4.7 Thermostats and Priority Wiring
 - 5.4.7.1 The thermostat system shall cause the exhaust fan to operate when the internal shelter temperature rises to 90 degrees. The control wiring between the HVAC units and the exhaust fan shall be such



that the HVAC will run first and alone so long as the internal shelter temperature remains under 90 degrees.

5.4.7.2 Once the interior shelter temperature rises to above 90 degrees the thermostats shall shut down the HVAC, open the air intake louvers and start the fan system.

5.4.7.3 The set points for these functions, high and low, shall be adjustable via the thermostats.

5.4.8 Heating

5.4.8.1 The heating component of the HVAC system shall turn on when the internal shelter temperature falls to 50 degrees.

5.4.8.2 It shall turn off when the internal temperature reaches 65 degrees.

5.4.9 Interlock

5.4.9.1 The heating and cooling controls shall prevent both the heat and cooling components from operating at the same time or the fan and HVAC from operating at the same time.

5.5 Outdoor Lighting

5.5.1 Provide and install one (1) exterior 100 Watt, florescent external light with safety globe. Mount as shown on the annexed drawings. Control from switch, Item 18 on annexed drawings.

5.5.2 The outdoor light will be turned on via motion sensor and have the ability to set a timer for when the light shuts off.

5.5.3 The exterior lighting system will be fed from a separate circuit breaker.

5.5.4 All exterior lights shall have diffused lenses covered by a steel guard to protect against vandalism.

5.6 Antenna Cable Entry



- 5.6.1 Two (2) antenna cable entry ports shall be provided in the locations shown in the attached drawings.
- 5.6.2 The entrance port shall be a 4 X 4 Antenna Cable Entry Panel, Valmont E1447 Or Equal
- 5.6.3 The bidder shall seal all entry holes into the shelter and panel edges to assure that they are watertight and insect proof.

5.7 Cable Ladder

- 5.7.1 Included as part of this shelter shall be a steel cable ladder distribution system.
- 5.7.2 All cable ladder shall be steel cable runway with 3/8" x 1-1/2" tubular rails and 1/2" x 1" rectangular tube welded rungs. All cable ladders shall have matching grey finish.
- 5.7.3 (24) Inch cable ladder - The cable ladder system running adjacent to/along the wall with the entry ports system and from the door to the end wall in front of the equipment mounting board
- 5.7.4 (12) Inch cable ladder - Cable ladder shall run over the top of each radio equipment row. It shall also be run so that it can distribute the antenna cables from the entry point to each radio unit and to the equipment mounting board.
- 5.7.5 Support struts may not be mounted in front of any of the antenna port holes.
- 5.7.6 The cable ladder shall be suspended twelve (12) inches from the ceiling and at least ninety-one (91) inches above the floor.

5.8 Shelter Halo Ground System

- 5.8.1 The shelter shall be equipped with a halo ground system designed to properly drain surge and lightning induced currents to earth ground before it reaches the equipment.



- 5.8.2 THHN green coated, solid copper, 2/0 (00) conductors shall be installed around the interior walls approximately six (6) inches below the ceiling level as shown on the annexed drawings.
- 5.8.3 This ground shall be supported six (6) inches away from the wall by suitable bracket insulators, such as Panduit Model PP25-S10X or approved equal. Insulators with encircling metal bands, clamps are not acceptable.
- 5.8.4 All equipment grounding shall be connected to this earth ground system, including the electrical panel ground bar.
- 5.8.5 The drain wires from the antenna panels are to be bonded via the specified ground bars to the exterior earth ground system.
- 5.8.6 Drain wires from shelter components and equipment are to be connected to the halo using cadweld or approved pressure clamp devices.
- 5.8.7 Where green jacket covered drain wires are used the covering must be removed from the wire to at least one-half inch (1/2") before its contact with the clamp or cadweld.
- 5.8.8 The cable ladder is to be bonded to the ground halo. All sections of the ladder are to be bonded together. See annexed drawings for details.

5.9 Power/Alarm/Telco/Tower Lighting/Security Camera Cable Entry

- 5.9.1 Furnish and install openings in the wall as shown on the shelter drawings.
- 5.9.2 All alarm cable entries shall have a 1 inch unistrut below for mounting and shall include the outside LB. The alarms shall be via conduit to the alarm panel
- 5.9.3 The following alarm cable entries shall be provided.
 - 5.9.3.1 Primary Building Power - 2.5 inch schedule 80 PVC,
 - 5.9.3.2 Generator Power - 2.5 inch schedule 80 PVC,
 - 5.9.3.3 Generator Control - 1 inch schedule 80 PVC,



- 5.9.3.4 Generator Accessories - 1 inch schedule 80 PVC
- 5.9.3.5 Generator Alarm - 1 inch schedule 80 PVC,
- 5.9.3.6 LP Tank Alarm - 1 inch ENT with threaded metal LB,
- 5.9.3.7 Telco - 2.5 inch schedule 80 PVC
- 5.9.3.8 Security Cameras - 1.2 inch schedule 80 PVC.

5.10 Control Cable Termination

- 5.10.1 The shelter manufacturer shall provide six alarm line termination blocks on stands as detailed on the shelter drawings.
 - 5.10.1.1 Load Center/TX Switch
 - 5.10.1.2 Environmental
 - 5.10.1.3 Generator
 - 5.10.1.4 Tower Lighting
 - 5.10.1.5 Interconnect
 - 5.10.1.6 Radio

5.11 Alarm Equipment

- 5.11.1 This shelter and the equipment included with it shall be capable of generating via normally closed contacts the minimum following list of alarms. Additional alarm connections may be required by other parts of these specifications.
- 5.11.2 Each alarm function shall result in the closure of a normally open dry contact.
- 5.11.3 Terminate each alarm on the Type 66, split post demarcation block installed on the equipment mounting board, plus 5 feet of coiled cable below the alarm block to allow for remounting of alarms.



- 5.11.4 The shelter manufacturer shall make connections of these alarm points along with others that may be specified elsewhere in these specifications.
- 5.11.5 Each alarm function shall be clearly identified on this block and at the source end by the shelter manufacturer, in a clear and permanently identified manor.
- 5.11.6 The alarm block layout shall be provided by the vendor and approved by the County before construction.
- 5.11.7 Environmental Alarms
 - 5.11.7.1 Door Open, Intrusion:
 - 5.11.7.1.1 Operates every time the door to the shelter is opened. Provide, install and make operable a timer that will prevent delay of the transmission of addition “door open” alarms for up to one (1) hour after the door has been opened and the initial alarm is sent. Such time delay shall be customer adjustable from 20 minutes to 60 minutes. Mount this delay timer on the equipment mounting board near the alarm termination points.
 - 5.11.7.2 High Temperature Equipment Room:
 - 5.11.7.2.1 Operates every time the temperature inside the room exceeds 90 degrees.
 - 5.11.7.3 Low Temperature Equipment Room
 - 5.11.7.3.1 Operates every time the temperature inside the shelter drops below 45 degrees.
 - 5.11.7.4 Smoke/CO2 #1
 - 5.11.7.4.1 This shall be operated by a smoke/CO2 detector(s) provided by the Shelter Contractor. The detectors shall be mounted in the center of the shelter ceiling in each room of the building.
 - 5.11.7.5 Smoke/CO2 #2



- 5.11.7.5.1 This shall be operated by a smoke/CO2 detector(s) provided by the Shelter Contractor. The detectors shall be mounted in the center of the shelter ceiling in each room of the building.
- 5.11.7.6 HVAC Fail #1
 - 5.11.7.6.1 Operates when the air conditioner or heater fail to operate.
- 5.11.7.7 HVAC Fail #2
 - 5.11.7.7.1 Operates when the air conditioner or heater fail to operate.
- 5.11.7.8 Main Room - Fan/Louver Fail
 - 5.11.7.8.1 Operates when any of the louvers or fans fail to operate.
- 5.11.7.9 HVAC Controller Fail
- 5.11.7.10 Economizer Alarm
- 5.11.7.11 HVAC Power Loss
- 5.11.8 Load Center/Transfer Switch Alarms
 - 5.11.8.1 Commercial Power Failure
 - 5.11.8.1.1 Operates every time there is a loss of commercial power to the electrical panel box. This is a function of the ASCO panel/Building manufacturer.
 - 5.11.8.2 Generator Running
 - 5.11.8.2.1 Operates every time the generator is on line and producing at least 90% of full operating voltage. This may be a function of the ASCO Panel.
 - 5.11.8.3 Lightning Arrestor
 - 5.11.8.3.1 This alarm would activate each time the surge suppression device is activated which is contained within the ASCO panel. The alarm will show if TVSS is activate normal and generator.
 - 5.11.8.4 Emergency Power On



5.11.8.4.1 Operates each time the load has transferred from commercial to generator power. Requires properly rated wire. This is a function of the ASCO Panel.

5.11.8.5 Low Power Alarm

5.12 Optional Electrical

5.12.1 For each item below the contractor shall provide the cost to add the option as an optionally priced item.

5.12.2 Dehydrator Circuit

5.12.2.1 Install a 20 amp circuit and dual termination box outlet for the MW Dehydrator in a location to be within 10 feet of load center on entry port side wall.

5.12.3 MW Rectifier

5.12.3.1 Install two (2) 240/30 amp circuits for MW rectifier to an unterminated junction to a location of junction box installed above battery reinforced floor area on the ceiling.

5.12.4 Radio Rectifier

5.12.5 Install eight (8) 240/30 amp circuits for MW rectifier to an unterminated junction to a location of junction box installed above battery reinforced floor area.

5.12.6 Radio Misc Circuits

5.12.6.1 Install two (2) twist lock circuit outlets between racks 1 and 2 terminated to a separate 110/20 amp circuit for a total of 2 circuits.

5.12.7 Sub-Panel

5.12.7.1 Install a 100 amp subpanel with 20 circuit capacity within 20 feet of current panel,

5.12.8 Manual Portable Generator Transfer Switch with Remote Backup Power Outlet - Option 1



- 5.12.8.1 200 Amp, 250 Volt, non-fused, double pole, double throw, manual transfer switch in a NEMA 1 surface mount enclosure connected to an exterior angled 200 Amp DS200 Meltric receptacle.
- 5.12.9 Manual Portable Generator Transfer Switch with Remote Backup Power Outlet - Option 2
 - 5.12.9.1 200 Amp, 250 Volt, non-fused, double pole, double throw, manual transfer switch in a NEMA 1 surface mount enclosure connected to an exterior, angled 200 Amp Appleton ADJA20034-200RS or the ADJA20044-200RS receptacle.



6 Shelter Foundation

6.1 Design

- 6.1.1 The shelter manufacturer is required to provide the shelter loading point and required bearing capacity and all other specifications required for the County to design the building foundations
- 6.1.2 In addition, the shelter manufacturer is responsible for the design and specifications of the foundation for each shelter purchased by The County. The County will provide soils tests reports on a per site basis to the manufacturer who, in turn, will provide the County with the specifications for the foundation to be constructed at that site. The designs must be completed within 2 weeks of the soils tests being provided by the County. Cost for the design and specifications shall be included in the quoted shelter cost.



7 Delivery, Installation and Testing

7.1 Delivery

- 7.1.1 Fabricated and assembled at the manufacturing facility, the shelter(s) shall be transported to the radio site if accessible or nearest municipal road if the site is not accessible by standard delivery methods. All radio sites are within 90 miles of Albany, New York
- 7.1.2 For bidding purposes, it should be assumed that all shelters will need to be off loaded at the public road and transported to the site on a localized, greater clearance vehicle/trailer. The assumed distance between the public road and the site shall not be greatly 5,000 feet. The shelter should be off loaded, and then set and secured on a foundation designed and specified by the shelter manufacturer but constructed by the County.
- 7.1.3 The Successful Bidder shall be responsible for the delivery of the shelter to the various sites in the County, optionally including the unloading and setting on and attaching to a foundation constructed in accord with specifications provided by the shelter manufacturer.

7.2 Installation

- 7.2.1 Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions included in the listing or labeling of UL listed products.

7.3 Testing

- 7.3.1 The bidder is responsible for testing before delivery at the factory and Optional on-site shall include all active parts of the shelter including. The vendor shall provide the test procedure with the response for at least the following items.
 - 7.3.1.1 Electrical – breakers, outlets, lights and fault suppression



- 7.3.1.2 Alarms
- 7.3.1.3 HVAC Equipment
- 7.3.1.4 Transfer Switch



8 Pricing

- 8.1.1 This bid shall be good for a period of one year from the date of the letting. The County intends to purchase a minimum of 4 shelters. The County reserves the right to purchase additional buildings at the bid prices within that year. The bid can be extended in one year increments at no change in the bid price upon the written mutual agreement of the bidder and the county.
- 8.1.2 The County reserves the right to purchase additional generators at the bid prices within that year. The bid can be extended in one year increments at no change in the bid price upon the written mutual agreement of the vendor and the county.
- 8.1.3 In addition, the Vendor agrees that any item, commodity or service in this contract may be purchased by other municipalities at the same price and under the same terms and condition of the contract.



8.1.4 Bidder shall complete table below for pricing.

PRICE RESPONSE

Item	1 Room - 23 Feet	1 Room - 27 Feet	1 Room - 32 Feet
Shelter Structure			
Delivery to Site in Delaware County			
Off Loading and Setting in Place Per Site			
Shimming, Leveling, Finish Work as Needed (Optional)			
On-site Shelter Testing			
Customer Supplied Generator Installation			
Generator - 40 KW and Installation			
Total			
Optional Items			
Dehydrator Circuit			
MW Rectifier Circuit			
Radio Rectifier Circuit			
Radio Misc. Circuit			
Sub-Panel			
Manual Transfer Switch - Opt.1			
Manual Transfer Switch - Opt. 2			

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SITE CONSTRUCTION INSPECTION:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS INSPECTED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNATURE: _____

DATE: _____ INITIALS: _____

COUNTY INSPECTION:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS INSPECTED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNATURE: _____

DATE: _____ INITIALS: _____

NOTES:

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CLIENT NAME

SHELTER SPECIFICATONS

SITE NAME

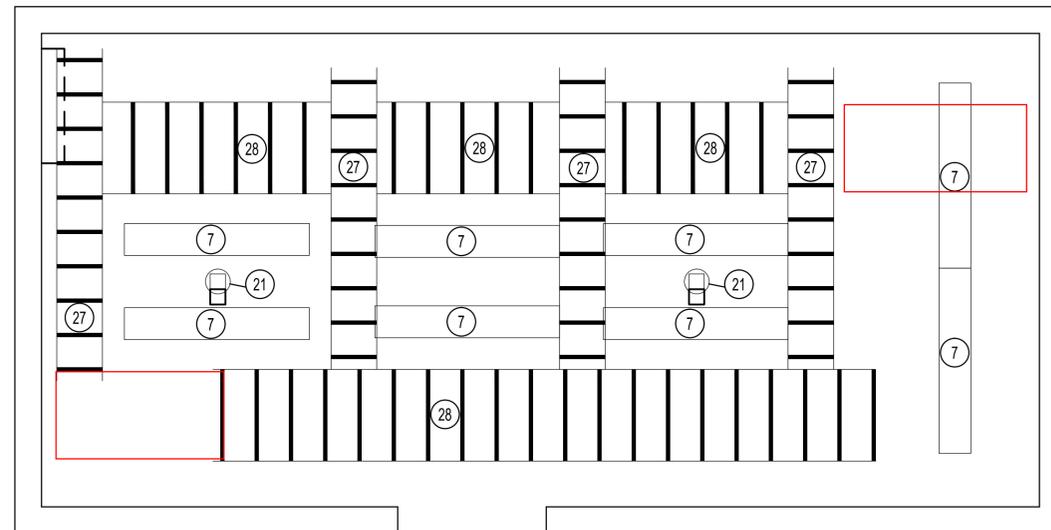
23 FT BUILDING

DRAWING TITLE

CABLE TRAY PLAN

DRAWING NUMBER

A306



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SIGNATURE: _____

DATE: _____ INITIALS: _____

NOTES:

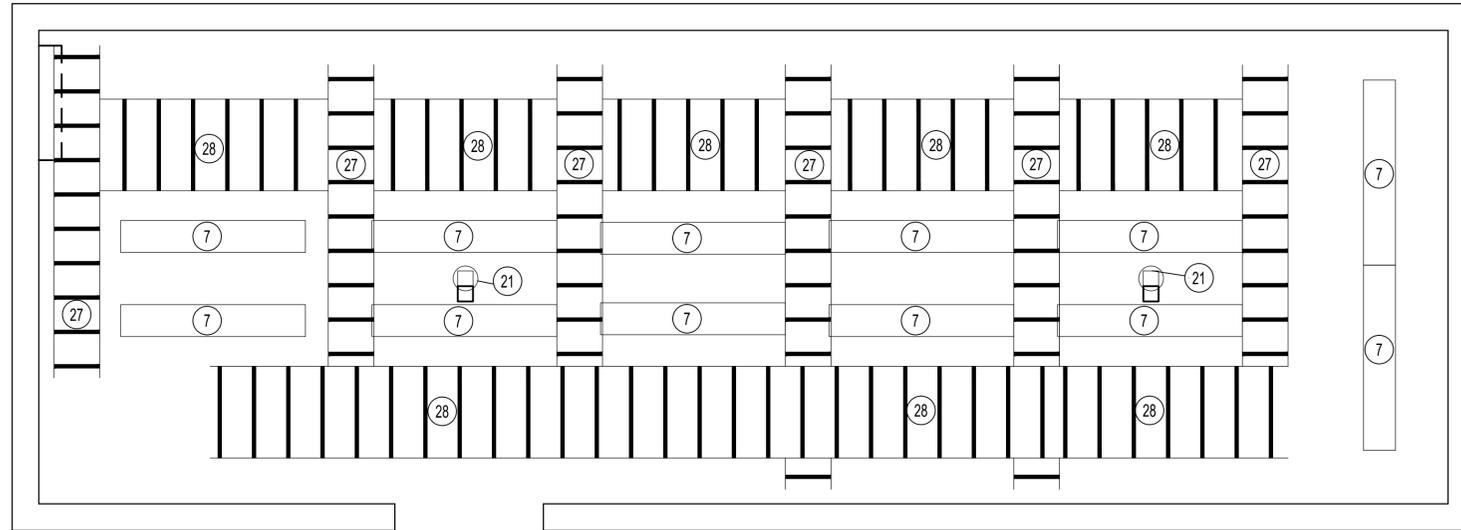
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CLIENT NAME
SHELTER SPECIFICATONS

SITE NAME
27.5 FT CONCRETE SHELTER

DRAWING TITLE
CABLE TRAY PLAN

DRAWING NUMBER
A106



ATTACHMENT B - EQUIPMENT LIST

Item #	Description	Building Size		
		32	27	23
1	Entry Door, Equipment Room, 7'0 X 3'6 with door awning, safety chain, lock set	1	1	1
3	Door Awning (Size to door to protect from rain during complete opening)	1	1	1
4	ASCO D330L Transfer Load Center With Automatic Transfer Switch - 240V, 225A, 1P, 3W with Acc 11BG, 73VB1, Opts 14A, 14B	1	1	1
6	2.5" PVC opening for Cable Entry - Primary Power and Generator AC	2	2	2
	1" PVC opening for Cable Entry - Generator Control and Accessories	2	2	2
7	Equipment Room Lighting; 48", Dual Tube Fluorescent w/Safety Covers	12	10	8
8	Room Lighting Switch. Controls #7	1	1	1
9	Exhaust Fan, Hzd Loc. Grainger or Equal, with Motorized Exhaust Louvers, Hood, Filter, Anti-Entry Grille.	1	1	1
10	Air Intake Louver with Motorized Vents, Anti-Entry Grille, Removable Cleanable Filter	1	1	1
14	HVAC Unit With Heating Strips Per Specifications.	2	2	2
15	Thermostat, Controls #9 and #10 and Controls #14 for Both Heating and Cooling	1	1	1
16	Quad, 120 V, 20A Service Outlet, Rear Wall	6	5	4
17	Quad, 120 V, 20A Service Outlet, Front, Side Walls, TX Switch	4	4	4
18	Fluorescent External Light, (100 Watt Equivalent) with Safety Globe	1	1	1
19	External Lighting Switch, Controls #18	1	1	1
20	Exterior GFI Receptacles, 120 V, 20A.	1	1	1
21	Heat and Smoke Detectors, Equipment Room	2	2	2
22	4 X 4 Antenna Cable Entry Panel, Valmont E1447 Or Equal	2	2	2
23	Equipment Mounting Board, - White and Ford Empire Blue	3	2	1
24	Equipment Mounting Board, FarmAll Red	0	0	0
25	Type 66 Punch down Block, 25 Pair, 2 Ea. Label as Alarm Block. Label All Connections Made During Construction	2	2	2
26	Type 66 Punch down Block, 25 Pair, 2 Ea. Label as Telephone Block. Connections by Others	4	4	4
27	Cable Ladder, 12". See Related Specs, Notes	Per Req.	Per Req.	Per Req.
28	Cable Ladder, 24". See Related Specs, Notes	Per Req.	Per Req.	Per Req.
29	Ground Halo - Equipment Room. Min. 2/0 (#00) Tinned Copper. Support Min. 2" Off Wall with Approved Non-Metal Supports	Per Req.	Per Req.	Per Req.
30	2.5" PVC opening for Cable Entry. Telco Entry Port Cap Inside and Out./with LB	1	1	1
31	1" PVC opening for Cable Entry. Generator Alarm, Propane Tank - Alarm/with LB	1	1	1
	1" metal EMT opening for Cable Entry. Generator Alarm, Propane Tank - Alarm/with LB	1	1	1
	3/4" PVC opening for Cable Entry. Generator Alarm, Propane Tank - Alarm/with LB	4	4	4
32	24" X 4" X 1/4" Solid Copper Ground Bar, SitePro MEGA Hole Pattern with insulators & brackets	2	2	2
33	24" X 4" X 1/4" Solid Copper Ground Bar, Tinned, SitePro MEGA Hole Pattern with insulators & brackets	2	2	2
34	12" X 4" X 1/4" Solid Copper Ground Bar, SitePro MEGA Hole Pattern with insulators & brackets	2	2	2
35	36" X 4" X 1/4" Solid Copper Ground Bar, SitePro MEGA Hole Pattern with insulators & brackets	1	1	1
38	Timer - Door Entry Alarm	1	1	1
39	Timer - Override Switch	1	1	1