

# Sussex County, Delaware



## REQUEST FOR PROPOSALS

Fiber Project for Sussex County, Delaware

January 2015

Consultant Information Package

For Fiber Project

Sussex County

Contact Person: Thomas E. Glenn, Director  
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## **I. Public Advertisement: Request for Dark Fiber Project**

The Sussex County Government seeks to lease dark fiber to connect these main facilities via diverse paths in a fiber ring for high availability and redundancy:

Sussex County Records Facility  
21303 Airport Rd.  
Georgetown, DE 19947

Sussex County EOC  
21911 Rudder Lane  
Georgetown, DE 19947

Sussex County Administration Building  
2 The Circle  
Georgetown, DE 19947

Sussex County West Complex  
22215 DuPont Boulevard  
Georgetown, DE 19947

The RFP is also available for download here:

<http://www.sussexcountyde.gov/legal-notices/bids>

It is the bidder's responsibility to check the website periodically for addenda.

Parties shall submit information as specified in the information package to Thomas Glenn, Sussex County IT Director, Information Technology, Sussex County West Complex, PO Box 589, 22215 DuPont Boulevard, Georgetown, Delaware 19947, before 4:30 p.m. on Monday January 26th, 2015. Further information may be obtained by contacting Mr. Thomas Glenn at (302) 855-7898.

By: Thomas Glenn  
Information Technology Director

## II. Scope of Work

### **OVERVIEW:**

Any Structured Universal Cabling System installed for Sussex County ("County") is designed to meet known and anticipated technology needs. An advanced building cabling system provides for more than communication services; it provides an infrastructure for an institution's entire communications network. Instead of being a basic utility, it is as important as the high-tech systems that transmit signals over it and is an integral component of the County's overall information network.

These designs provide a universal and flexible cabling system for workstations, conference rooms, and environmental facilities. Today's cabling system must be multi-functional and provide service for telephones, computers, fax machines, LANs, WANs, CCTV, Data Centers, and computer-aided design workstations, Audio Video systems (AV), and other technologies. For a cabling system to be capable of meeting today's technology and institutional demands, it must have high bandwidth capacity and transmission speed while being extremely flexible.

This wiring architecture incorporates the applicable ANSI/EIA/TIA standards, BICSI guidelines and the latest technologies. This cabling distribution plan can integrate all types of systems from a variety of Offerors. The design uses a subsystem approach, which allows for changes in the system without affecting other parts of the system. The Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) Room equipment racks are designed to allow for growth, and the cable routing is accomplished through the provision of cable trays, conduits, sleeves, raceways, and cable hangers where required. Ease of administration and recordkeeping for moves and changes is readily apparent, as is the flexibility that a structured cabling system provides.

### **BACKGROUND:**

The County utilizes a combination of leased fiber and copper based services. Expanding the County's use of dark fiber is needed to meet the County's network connectivity needs and to allow the County to serve its users, both internal and external, more effectively.

### **DETAILED REQUIREMENTS:**

At its own discretion, the County may consider other routes or fiber meet locations that satisfy the requirements outlined in this RFP or those that develop during the course of the awarded contract.

## **CONSTRUCTION:**

The County will consider offerings of dark fiber to-be-constructed, but such proposals must include construction timelines and in addition to all costs to the County.

In all cases the Offeror, at its sole expense, is responsible to obtain all necessary right of ways, including City, County and State permits, necessary to this project.

During the term of this Agreement, any changes in the routing of the fiber cable due to city, county or any external infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the service provider at no expense to the County.

## **ROUTE DESCRIPTIONS:**

For each proposed route the Offeror shall include a concise description of the proposed route, including details of aerial and underground installation techniques used for various portions. Qualifying proposals must include at least one complete end-to-end solution ranging from The County Records Facility, The County West Complex, The County Administration Building, and The County Emergency Operations Center. A segment includes termination into the building demarc at each endpoint location. All Entrance costs for each location must be included in the proposed monthly rate. The Offeror is required to provide a detailed route map that clearly identifies all segments as outlined below under Location of Work.

The infrastructure would be such that at least six (6) strands of single mode fiber would be brought from the intended source's demarcation point.

The successful Offeror will be required to manage all right of way issues, obtain all necessary permits, and franchise authority from the respective locale.

## **ROUTE MAPS:**

For each proposed route, a printed GIS or CAD map showing route and splice, interconnection and equipment location information is required. In addition to printed form, such information should be provided electronically in a GIS format.

The Offeror must identify the ownership of all fiber segments in their proposal, to include the Offeror and any third party provider. If there is any fiber included in the Offeror's proposal that is not owned by the Offeror, the Offeror must disclose the owner and the contract terms. All or part of these segments may be implemented into the Agreement.

## **PRICE PROPOSAL:**

The County is interested primarily in infeasible rights of use (IRU-type) pricing with a one-time capital cost payment for the IRU combined with “all-in” recurring payments for operations and maintenance costs.

Proposals shall include a formula that the County can reasonably use to determine the approximate expected costs of last mile and connections. Such connections must connect using the Minimum Point of Entry (MPOE) and Demarcation point at each site and in the MDF. All cost proposals must include pricing to install services to the MPOE, Demarcation point, and location of network equipment at each site if appropriate. All sites shall terminate on 10 Gigabit (fiber-based) handoff via standard fiber connectors, agreed to by the County.

The County would like pricing for a monthly lease with terms of both five (5) and ten (10) years respectively. The monthly fee for the lease of dark fiber should be all inclusive. The monthly invoice should be sent to the Accounting Department, and upon approval will be paid in thirty (30) days.

## **DEFINITIONS:**

Work is defined as the provision of dark fiber and related services.

Offeror is defined as the entity supplying the dark fiber and related services.

County is defined as the Sussex County Government.

## **INTERCONNECTION POLICIES:**

Throughout the term of this Agreement, the County may require additional cross connects. Accordingly Offerors must describe any cross-connect policies and all related cross-connect fees.

It is also possible that the County may want to interconnect with the leased facilities at meet-me manholes or mid-span splice locations. Offerors should detail policies and guidelines that document interconnection procedures along with detailed costs for these activities.

## **DARK FIBER PERFORMANCE:**

The County prefers to lease dark fiber routes that contain a homogenous fiber type throughout the segment. Offerors should provide information on the age, type and performance of fiber they are proposing to lease, including a description of all applicable splice loss budgets. Segments spanning a distance greater than 40km are required to include all applicable chromatic dispersion reports in addition to splice loss budgets.

## **SPECIFICATIONS:**

### **A. CABLE PARAMETERS**

Fiber type: Single Mode (SMF-28) - Matched Clad

Glass Type: 8/125 microns

Buffer: Loose Buffer Tube Single Fibers or Loose Buffer Tube Ribbon Fibers Gel Filled and/or Dry Block

Operating Wavelength: 1310/1550nm

Maximum Attenuation: 0.35 dB/km for 1310 wavelength  
0.25 dB/km for 1550 wavelength

### **B. SPLICING/CONNECTING PARAMETERS**

Maximum Attenuation: 0.30 dB/splice  
0.50 dB/per connector pair

### **C. FIBER SPLICING, TESTING AND ACCEPTANCE, STANDARDS AND PROCEDURES**

#### **1. BONDING AND GROUNDING**

Offeror shall perform bonding and grounding of all cables requiring it. All bonding and grounding shall be performed in accordance with the splice case manufacturer's standard practice and installation manuals.

All bonds shall be clean and free of debris and sealed within the splice enclosure. Grounding and ground rod placement is to be in compliance with the national electric code (NEC) and national electric safety code (NESC).

#### **2. INITIAL CONSTRUCTION TESTING**

During initial construction, Offeror shall use an OTDR or Light Injection/Detection (LID) System to test splices and shall use an OTDR and a 1-km launch reel to test pigtail connectors. Such initial construction tests shall be uni-directional and performed at 1550nm.

#### **3. SPLICING AND TERMINATIONS**

Fibers shall be spliced with one to one correspondence. All splicing shall be done in accordance with Offeror specifications and manufacturer's recommendations.

All fibers are to be fusion spliced and organized, placed and secured in the splice closure equipment provided by Offeror.

#### **4. END-TO-END TESTING**

After tester has provided end-to-end connectivity on the fibers, continuity tests will be done to verify that no fibers have been transposed or crossed in any of the splice points. Loss measurements will be recorded using a laser source and a power meter at 1550nm. OTDR traces will be taken at 1550nm and splice loss measurements will be recorded. Offeror will save each OTDR trace to a CD or other digital media and provide to the County for evaluation.

The test results for the bi-directional OTDR testing are as follows:

**4.1** The objective for each splice is a loss of .20 dB utilizing OTDR and GN Nettest or similar reporting software. If after five (5) splice attempts, splicer is not able to produce a loss value of .30 dB or less, splicer will notify the Offeror on-site Project Manager and perform an additional (3) attempts, which will be documented by the Project Manager. If after the (3) attempts, the splicer cannot obtain the .20 dB loss value, then the splice will be marked as Out of Spec (OOS) and initialed by the Offeror Project Manager on the data sheet.

**4.2** The End-to-End Attenuation Loss Power Meter Test Form will be used to verify continuity from end to end. In addition, the power level readings taken with a laser source and power meter must be recorded for every fiber on this sheet. In the column marked fiber, the fiber color must be recorded. In the buffer column, the buffer tube or ribbon color must be recorded.

OTDR testing to be conducted at 1550nm unless specified.

All fibers inclusive to any span will be OTDR tested using the same range/resolution and pulse width settings to insure consistency in the test results.

Use of 3:00 minute averaging, a minimum for each span.

NOTE: If Offeror determines that a 3:00 minute sample period is too long and Offeror can obtain a "good" trace representation of the fiber being tested then a reduced sampling period will be applied.

Traces will be stored electronically on a CD or other digital storage media such as a flash drive. Traces will be supplied to the County electronically.

The trace file format and file labeling will be designated by Offeror prior to any testing.

Offeror shall provide the County with electronic copies of all OTDR shots on the County's fibers within thirty (30) days of completed construction.

#### **5. POST CONSTRUCTION TESTING**

After performing permanent repair of a cable cut, replacement of a Segment, or other repair work after initial installation of County Fibers), the test procedures set forth in the End-to-End Testing of Section 4 above, shall apply to the any affected County Fibers. Offeror may, after completing construction of a relevant portion of its System, adopt any alternative methods of testing that are generally accepted in

the industry and that provide sufficient data to fulfill the objectives of the tests set forth in this Exhibit.

**6. DELIVERIES AND ACCEPTANCE PROCESS**

For each executed Product Order, the parties agree to utilize the following delivery and acceptance process:

- a. Offeror shall deliver the County written notice of network completion (“Notice of Completion”) to all the Demarcation Points as specified in each corresponding Product Order.
- b. Offeror and the County shall have fifteen (15) days from date the Notice of Completion is delivered to the County to jointly conduct end-to-end testing in accordance with Section 4 above. The County, at its option, may choose not to participate in the joint testing.
- c. At the conclusion of the fifteen-day (15) period for testing, if the testing has NOT been performed jointly, Offeror shall supply written “generic” test results (hereinafter referred to as “Generic Test Results”), which will measure the network from Offeror’s nearest common access point in the public right of way outside each of the County’s requested Demarcation Points and as specified in Schedule 1 of each Product Order attached hereto. However, if joint testing is performed and the test results comply with the Cable Parameters of Schedule 3 to Exhibit A and the End-To-End Testing section above, the Fibers shall be deemed accepted and the Acceptance Date shall be date of the associated testing.
- d. If joint testing is not conducted, the County shall have fifteen (15) calendar days after receipt of the Generic Test Results to perform its own Fiber Acceptance Testing (the “Acceptance Period”). Unless the County provides results of its own Fiber Acceptance Testing, which establish that the Cable Parameters of Schedule 3 to Exhibit A and the End-To-End Testing section above have not been met, via written notice to Offeror prior to the conclusion of the Acceptance Period, The County shall be deemed to have accepted all the County Fibers, and Offeror may initiate invoicing for the County Fibers from the Notice of Completion Date.
- e. If the County sends a notice, setting forth in reasonable detail how the Cable Parameters of Schedule 3 to Exhibit A or the End-To-End Testing of Section 4 above have not been met, to Offeror, Offeror shall promptly take the necessary action to restore or repair the County Fibers to the required acceptance standard and shall deliver to the County written test result. Upon such delivery the County shall have fifteen (15) days to confirm or reject test results consistent with the process in subpart d of this Section 6 provided by the Offeror. This process shall continue until the County Fibers conform to the Cable Parameters and the End-To-End Testing of Section 4 above, at which point the County Fibers shall be deemed accepted by the County and the Acceptance Date shall be the date the successful testing was conducted.

## **DESCRIPTION OF SERVICES AND QUALIFICATIONS:**

The Offeror is required to provide single mode fiber optic cable segments in a ring configuration for the sites below under Location of Work.

The primary sites serving as fiber ring sites include the following:

Sussex County Records Facility  
21303 Airport Rd.  
Georgetown, DE 19947

Sussex County EOC  
21911 Rudder Lane  
Georgetown, DE 19947

Sussex County Administration Building  
2 The Circle  
Georgetown, DE 19947

Sussex County West Complex  
22215 DuPont Boulevard  
Georgetown, DE 19947

### **III. Selection Procedure**

It is the intent of the County to engage in the process of selecting a single Offeror to provide it with dark fiber to lease, based on the scope of work outlined in this proposal. The County shall evaluate the ability of Offerors to perform the work and at its sole discretion may remove any Offeror from consideration. The selected Offeror shall be retained and shall serve at the discretion, direction and pleasure of the County. Should the Offeror be relieved of its contractual duties at any future time by the County, the privilege is retained by the the County to negotiate any and all work with other Offerors, if the best interests of the County can be maintained. The County further reserves the privilege of re-submitting the RFP at its discretion.

An evaluation committee will be selected to read, screen, and rank in writing all proposals in accordance with the County's "Consultant Selection Procedures," which are available to all Offerors by contacting Mr. Thomas Glenn at the email address of [tglenn@sussexcountyde.gov](mailto:tglenn@sussexcountyde.gov).

The following criteria will be used to rank the proposals:

40%	Cost
30%	Experience, reputation and expertise
20%	Capacity to meet requirements
10%	Familiarity with location

The County IT Director may request formal interviews of the highest ranked interested parties.

The interview process may result in a change of rank. At any point in the negotiations process, the County Administrator and the requesting agency may, at his or her discretion, terminate negotiations with any and all Offerors.

#### **IV. Required Submittals**

The following items must be submitted with the Offeror's package:

1. The proposal shall include an informative narrative report introducing your firm. State the full name and address of your firm or organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work of the Project. Indicate whether you operate as an individual or partnership or corporation and include the state in which your firm or organization is incorporated. If a joint venture is contemplated, name the firms involved. Also, any key subcontractors expected to be used must be identified in a similar manner.
2. Scope of Work, which addresses the aspects outlined in this Request for Proposals, including but not limited to, the Price Proposal.
3. Descriptive summary and technical information on similar projects that your company has successfully completed within the last five (5) years. Keep all information relative to the type of projects described in this packet.
4. Subjective discussion of your firm's thoughts on the proposed project(s) in one page or less.
5. Executed Affidavit

The summary and any other information the Offeror would like to submit for the County's review under this Selection Procedure should be assembled into one comprehensive package. The Offeror shall submit five (5) copies of this comprehensive package for delivery to the County offices prior to the local time and date shown in the public advertisement for this contemplated work. Offeror's comprehensive packages or other supplemental information received by the County or any of its employees after the local time and date shown in the public advertisement will not be considered for selection for this project.

#### **V. Agreement Requirements**

In addition to the Scope of Work and other requirements noted in this Request for Proposal, the below requirements will be included in the Agreement, subject to minor adjustment by the County. The County and Offeror who is selected for award of this Agreement may negotiate additional terms of the contractual arrangement as needed.

##### **V.-I. GENERAL INSURANCE REQUIREMENTS:**

- A.** Offeror shall not commence operations or Work under the Agreement until Offeror has obtained, at Offeror's own expense, all of the insurance as required hereunder and

such insurance has been approved by the County; nor shall Offeror allow any subcontractor to commence operations or work under any subcontract until all insurance required of the subcontractor has been so obtained and approved by the County. Approval of insurance required of Offeror and subcontractors will be granted only after Offeror has submitted to the County original certificates of insurance and required endorsements evidencing the required liability insurance, signed by authorized representatives of the insurers.

**B.** All insurers underwriting Offeror's and subcontractor's insurance must be allowed to do business in the State of Delaware and acceptable to the County. The insurers must have a Best's Financial Strength Rating of "A-" or better, and a Financial Size Category of "Class VII" or higher, unless the County grants specific approval for an exception. Such insurers shall also meet such additional requirements and qualifications as may be provided in the Special Provisions, if applicable.

**C.** Liability insurance as required hereunder shall be in force throughout the term of the Agreement, including all extensions, except for any coverage required to be maintained after termination of the Agreement. Original certificates of insurance signed by authorized representatives of the insurers or, at the County's request, certified copies of insurance policies, evidencing that the required liability insurance is in effect, shall be maintained with the County throughout the term of the Agreement, including all extensions, except for any coverages required to be maintained after termination of the Agreement.

**D.** During the term of the Agreement, Offeror shall require all subcontractors to maintain commercial general liability insurance, business auto liability insurance and workers compensation and employers liability insurance to the same extent required of Offeror in V.-II A, V.-II B and V.-II C herein. Offeror shall furnish subcontractor's certificates of insurance and required endorsements to the County immediately upon request.

**E.** All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the County. For cancellation due to non-payment of premium, ten (10) days prior written notice is due to the County. Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to County as required herein, must accompany all certificates of insurance.

**F.** No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Offeror from any liability or obligation imposed upon either or both of them by the provisions of this Agreement.

**G.** If the Offeror or any subcontractor does not meet the insurance requirements of the Agreement, the Offeror shall forward a written request to the County for a written waiver of the insurance requirement(s) not met or written approval of alternate insurance coverage or self-insurance arrangements. If the County denies the request, Offeror or subcontractor must comply with the insurance requirements as specified in the Agreement.

**H.** If Offeror fails to provide evidence of required liability insurance as stipulated, the County shall be permitted, without prejudice to any other right or remedy, to obtain equivalent insurance to protect the County's interest, at the Offeror's expense and a change order shall be issued to adjust the Agreement price accordingly.

I. Any deductibles or retentions of \$5,000 or greater shall be disclosed by the Offeror, and are subject to the County's written approval. Any deductible or retention amounts elected by the Offeror or its subcontractors or imposed by the Offeror's or subcontractor's insurer(s) shall be the sole responsibility of the Offeror and are not chargeable as expenses.

J. If the County is damaged by the failure or neglect of the Offeror to purchase and maintain insurance as described and required herein, without so notifying the County, then the Offeror shall bear all reasonable costs properly attributable thereto.

## **V.-II. OFFEROR'S LIABILITY INSURANCE:**

Offeror shall purchase the following liability insurance coverages for not less than the limits specified below or required by law, whichever is greater:

**A. Commercial general liability insurance** which insures against claims for bodily injury, property damage, personal and advertising injury arising out of or in connection with any operations or Work under the Agreement, whether such operations are by Offeror, its employees or subcontractors or their employees. The minimum limits of liability for this insurance are as follows:

1. \$1,000,000 combined single limit – each occurrence;
2. \$1,000,000 personal and advertising injury;
3. \$2,000,000 combined single limit – general aggregate; and
4. \$2,000,000 combined single limit – products/completed operations aggregate.

This insurance shall include coverage for all of the following:

1. Any general aggregate limit shall apply per project;
2. Liability arising from premises and operations;
3. Liability arising from actions of independent contractors or subcontractors;
4. Liability arising from products and completed operations with such coverage to be maintained until termination of the Agreement, except for any coverage required to be maintained after termination of the Agreement;
5. Contractual liability including protection for Offeror from bodily injury and property damage claims assumed under the Agreement;
6. Liability arising from the explosion, collapse and underground (XCU) hazards;
7. Additional insured endorsements that name County and its elected and appointed officials, officers, directors, employees, agents, consultants, that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together) or their equivalent;
8. ISO Endorsement CG 20 01 04 13 "Primary and Noncontributory – Other Insurance Condition" or its equivalent; and
9. Endorsement naming County and its elected and appointed officials, officers, directors, employees, agents and consultants on ISO Endorsement CG 24 04 Waiver of Transfer of Rights of Recovery" or its equivalent.

Additional insured endorsements shall include coverage for County for County's general supervision of the Work. A copy of the additional insured endorsements(s) referenced in

numbers 7, 8 and 9 above that evidence the required additional insured status must accompany any certificate of insurance provided by to County.

**B. Business auto liability insurance** with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of:

1. The maintenance, use or operation of any auto; and
2. Contractual liability including protection for Offeror from bodily injury and property damage claims assumed under the Agreement.

**C. Workers compensation insurance** with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers liability insurance with minimum limits:

1. \$500,000 each accident for bodily injury by accident;
2. \$500,000 each employee for bodily injury by disease; and
3. \$500,000 policy limit for bodily injury by disease.

The minimum limits may be satisfied with a combination of employers liability and umbrella excess liability insurance. This insurance shall include DCRB form WC 00 03 03 "Waiver of Our Right of Recovery from Others Endorsement", or its equivalent naming County and its elected or appointed officials, officers, directors, employees, agents, and consultants on the schedule therein. A copy of this endorsement must accompany any certificate of insurance provided to County.

**D. Umbrella excess liability or excess liability insurance** with minimum limits of:

1. \$5,000,000 combined single limit - each occurrence;
2. \$5,000,000 combined single limit - aggregate other than products/completed operations and auto liability; and
3. \$5,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

1. commercial general liability;
2. business auto liability; and
3. employers liability.

This insurance shall afford insured status to all individuals and entities required to be insureds on underlying insurance to the same extent as the underlying insurance.

**E.** Insurance provided to the County and its respective elected and appointed officials, officers, directors, employees, agents, and consultants under Offeror's or subcontractor's liability insurance required herein, including, but not limited to, umbrella and/or excess liability policies, shall apply to each insured against whom claim is made or suit is brought except with respect to the limits of insurance.

**F.** If any liability insurance purchased by Offeror or by any subcontractor has been issued on a “claims made” basis, Offeror must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same.

Offeror (or subcontractor) must either:

1. Agree to provide certificates of insurance to the County evidencing the above coverages until the date of termination of the Agreement, except for any coverage required to be maintained after termination of the Agreement. Such certificates shall evidence a retroactive date no later than the beginning of any Work under the Agreement; or
2. Purchase an extended reporting period endorsement for each such “claims made” policy in force as of the date of termination of the Agreement, except for any coverage required to be maintained after termination of the Agreement, and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of any Work under the Agreement.

#### **V.-III. OFFEROR’S PROPERTY INSURANCE:**

Offeror shall be responsible for any and all loss of or damage to the Work (during the term of this Agreement, including any extensions), and property, equipment and/or materials owned by Offeror or any subcontractors or their respective officers, directors, partners or employees or for which they are legally liable and any consequential loss of income or extra expense that results from such loss or damage. Offeror or any subcontractors may purchase insurance to protect their interests for such property (including any consequential loss of income or extra expenses).

To the fullest extent permitted by law, Offeror shall waive any and all rights against the County and its elected and appointed officials, officers, directors, employees, agents and consultants for any and all loss of or damage to Offeror’s property, equipment and materials (including any consequential loss of income or extra expenses). Offeror shall also require that subcontractors also waive any and all rights against the County and its respective elected and appointed officials, officers, directors, employees, agents and consultants for loss of or damage to subcontractor’s property, equipment and materials (including any consequential loss of income or extra expenses) in all subcontract agreements. Any property insurance policies maintained by Offeror and any subcontractors shall permit such waivers of subrogation by endorsement or otherwise.

#### **V.-IV. INDEMNIFICATION:**

- A. To the fullest extent permitted by law, the Offeror shall indemnify, hold harmless and defend County and its elected and appointed officials, officers, directors, employees, agents, and consultants from and against all claims, damages, losses, injuries and expenses including court costs and attorneys’ fees arising out of or resulting from the performance of the Work, or operations incidental thereto, provided such claims, damages, losses, injuries or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible

property, including the loss of use resulting therefrom, but only to the extent caused in whole or in part by any act or omission of the Offeror, or any subcontractor performing Work. Offeror or any subcontractor shall be liable, regardless of whether or not such claims, damages, losses, injuries and expenses are caused in part by a party indemnified hereunder.

- B. The Offeror's indemnification obligation hereunder with respect to any and all claims against County and its elected and appointed officials, officers, directors, employees, agents, and consultants, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Offeror or any subcontractor under Worker's Compensations Acts, Disability Benefit Acts or other Employee Benefit Acts.
- C. Offeror agrees to expressly waive its immunity, if any, as a complying employer under the Workers' Compensation law or statute, but only to the extent that such immunity would bar or affect recovery under or enforcement of any indemnification obligation contained herein. This waiver applies to Title 9, Chapter 23 of the Delaware Code, including amendments, or any other applicable state Workers' Compensation law or statute.

## AFFIDAVIT

I, \_\_\_\_\_, being an authorized representative of the firm of \_\_\_\_\_, located in (County) \_\_\_\_\_, (State) \_\_\_\_\_, (Zip Code) \_\_\_\_\_, Phone \_\_\_\_\_, have read and understood the contents of the Request for Proposals (RFP). I verify that all submittals being made under this RFP are accurate and true, and further that I fully understand the Sussex County contracting and insurance requirements and agree to adhere to said requirements in all contract agreements. I hereby submit our proposal accordingly as of this date \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Attest