

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

Emergency Operations Center Redesign Engineering and Planning Services

Release Date: May 6, 2011

Response Deadline: June 17, 2011



Maggie Brooks
County Executive

Monroe County
Department of Public Safety
Office of Emergency Management
1190 Scottsville Road
Rochester, NY 14624
monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax this form back to MONROE COUNTY at your earliest convenience, to the attention of:

Kim DeLuca
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104

RFP _____
Company: _____
Address: _____

Contact: _____
Contact Phone: _____
Email: _____

Reason for No-Response: _____
Project capacity. _____
Cannot bid competitively. _____
Cannot meet delivery requirements. _____
Cannot meet specifications. _____
Do not want to do business with Monroe County. _____
*Other: _____

Suggested changes to RFP _____
Specifications for next _____
Request for Proposals. _____

*Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County (“the County”) is soliciting proposals for an Emergency Operations Center Redesign Plan that will operationalize desired redesign needs. Prospective Respondents must offer a proposal that will meet the engineering and planning scope of services, qualifications, and general description of work activities identified in this Request for Proposals (“RFP”).

Please note: Respondents to this RFP may not bid or collaborate with any potential bidders on any bids that are a result of this redesign project.

In responding to the RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data submitted by other respondents and, thus, be assured of fair and objective treatment in the County review and evaluation process.

1.2 RFP Coordinator; Issuing Office

This RFP is issued for the County. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of distribution until the selection of the successful Respondent.

Kim DeLuca, Contract Management Coordinator
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Fax: (585) 753- 1104
Email: kdeluca@monroecounty.gov

Only those Respondents who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda, if issued.

1.3 Presentation and Clarification of the County's Intentions

As a result of this RFP, the County intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.

1.4 Time Line

The schedule of events for this RFP is anticipated to proceed as follows:

- ◆ This RFP will be distributed on May 6, 2011.
- ◆ All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on Friday, May 13, 2011.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County web site. These will be sent out to all Respondents who received the original RFP on or before Friday, May 20, 2011.
- ◆ Please complete the Site Visit registration Form, Appendix B of this RFP and send it to the RFP Coordinator no later than Friday, May 20, 2011.
- ◆ Site visits to EOC will be conducted on Wednesday, May 25, 2011 at 2:00 PM E.S.T.
- ◆ Final RFP submissions must be received by 3:00 PM EST on Friday, June 17, 2011 at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 An Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1 billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. The County also owns and operates the Greater Rochester International Airport and Monroe Community Hospital and leases and operates the Seneca Park Zoo.

The County is a community of innovators on the cutting edge of scientific research and discovery; a community of entrepreneurs; home to some of the world's best-known brands and fastest growing companies; and, a community recognized for its leadership in arts, culture and higher education.

1.6 Overview of the Department of Public Safety

The Monroe County Department of Public Safety, through the effective, dedicated efforts of its divisions (i.e. Office of Emergency Management, Fire Bureau, and Public Safety Communications), contractors, employees, volunteers and the community, provides education, prevention, technical support, inter-agency coordination and

direct services that meet or exceed the expectations of the courts, individuals, and the public and private agencies receiving these services in order to enhance the quality of life in Monroe County. The Office of Emergency Management executes emergency management services within Monroe County. The office delivers an all-hazards, comprehensive program of mitigation, readiness, response and recovery functions. In 2008, the City of Rochester and Monroe County were designated a Tier 2 Urban Area Security Initiative (“UASI”) region, with the Metropolitan Statistical Area (“MSA”) encompassing the surrounding counties of Livingston, Orleans, Ontario and Wayne.

SECTION 2 – DETAILED SCOPE OF WORK

2.1 Background

Monroe County and specifically its Emergency Operations Center located on the second floor of the Public Safety Training Facility at 1190 Scottsville Road, Rochester, NY present unique requirements for an effective, multi-functional, open end architecture, and user friendly Emergency Operations Center environment, that will facilitate day to day operations, as well as extended activation periods. Within the geographic confines of Monroe County, there are unique medical, industrial and technical entities that are engaged in research, developmental and manufacturing processes that have the potential to present large scale emergencies if something in their day-to-day operations should go awry. The transportation industry, particularly both rail and road transit, also present some significant environmental risks to the region. The Greater Rochester International Airport is a main national thoroughfare for the Finger Lakes region. Finally, the Monroe County Water Authority operates a secure regional water treatment organization that encompasses delivering clean water to a total of four counties.

Outside of its geographical boundaries, Monroe County also maintains a close working relationship with Constellation Energy and provides a significant physical presence to the Ginna Nuclear Power Plant in Wayne County. This presence alone creates a unique operational challenge that in many ways requires a customized approach to dealing with critical incidents that involve the potential for long-term negative impacts to this region if not quickly and effectively mitigated. A natural challenge to critical incident mitigation operations within and around Monroe County is the need for many different agencies to work swiftly and efficiently together. A primary element to that efficiency is real-time information sharing and near immediate communications in a multi-dimensional environment. The Monroe County Emergency Operations Center [“EOC”] can be easily defined as a multi-jurisdictional, operational task force that is logistically designed to act as a command and control center for multiple critical incidents across the northern Finger Lakes region.

Because of all of the above criteria, the Monroe County EOC requires upgrades to its existing facility that will remedy problems and shortcomings since the Center’s initial design and construction over a decade ago.

2.2 Project Scope

The primary objective is to develop an EOC redesign plan that will address operational shortfalls of the existing facility, update technology that is antiquated and no longer functional, upgrade significant systems to enhance operations, make recommendations for product(s) and pricing to meet redesign goals, and prepare a recommended timeline for construction that will both meet redesign objectives and maintain the functionality of the Center for activation during the redesign phase, if events warrant. Facility redesign components consist of the following:

- **Control System**

- The newly renovated facility will require simple and broad control over media within the facility. The system is composed of five key

areas with varying levels of user control and permissions. All areas will be joined by a virtual IP media matrix for distribution of media and will include both tactile and virtual control systems.

- Overhead lighting systems will also be controlled.
- Audio and video output will be divided into a minimum of 5 distributed zones.
- All video will be displayed on a video wall extending across the front of the main EOC operations area and extend virtually into the central conference room adjacent to the main EOC operations area. Multiple videos must be able to be packaged and sent as a scene to remote users.
- Predefined operating modes will be configured to accommodate different event types.

- **Emergency Operations Center Operation Areas**

- Area 1: Main Operating Floor of the EOC

- The main seating area and surrounding support areas will stream audio and video from each of the 50 user stations to a central server for display to the main video display area. The main display area will span nearly 15 meters at a height of approximately 3 meters and display a continuous and seamless image.
- Audio from in-facility generated sources include: PC based audio, program audio, television, general media devices, satellite radio, and terrestrial radio, that will feed into a virtual IP matrix for distribution and display.
- Through the use of management software, authorized facilities will be able to share user-defined information views locally and to remote locations. Users will be able to select from any of the audio sources available using a table top controller located at each user station. Each user station will also be equipped with an audio headphone jack for personal listening. Audio can also be routed to any of the audio zones.
- Images from the County's surveillance cameras, television tuners, user stations, lectern, video conferencing, various facility media players and auxiliary inputs will be selectable for viewing on the main display.
- The main lectern will accommodate ADA requirements and provide media input panels for digital display inputs such as Display Port TM, HDMI and DVI-D. Wired and wireless transmitters will capture and send presenter messages to the media distribution system.
- Overhead audio output will be crisp clear. Sound treatment systems will be integrated as necessary for the best intelligibility.

- Area 2: Media Room

- Functionality in this area will provide audio and video access to the news agencies as generated within the main EOC operations area. A privacy mode can be

initiated by the main control system to limit information sent to this area at the discretion of the EOC authorities. “On Air” lights or a similar alert system will serve to make presenters aware that information is being broadcast outside of the EOC area to other compatible systems.

- A presenter’s station will be configured for use in addressing the news media directly within the room. A simple display and microphone system will be installed in this area for in room presentation.
- Area 3: Common Areas Surrounding the EOC Operations Area
 - Audio will be distributed from the main system to these general areas. Audio preferences will be selected using simple selection panels in the respective locations.
- Area 4: Operations Center Conference Room (Command Room)
 - This key location will be configured with a design similar to the EOC operations area. A smaller video display system will extend from the main EOC display and will be capable of displaying separate or duplicate images as seen in the main EOC operations area. Images from either area can be “dragged” and shared.
 - A video conferencing CODEC and camera will be configured using wired table microphones for conference audio. Both wired and wireless audio transmitters will capture and send presenter messages to the media distribution system.
 - Annotation capabilities will be provided in this display area.
- Area 5: Data Closet
 - The data closet will be central to all cabling and equipment. All equipment provided must be properly installed and cable managed. All rack processing systems must be connected to a UPS. All equipment must have proper heat load calculations and be designed with proper ventilation.

Integration and Design Standards - All systems must be designed by a certified engineering firm that can provide a certified AV design, conduit sizing, heat load calculations, and electrical requirements. System flow drawings (E Size) will be provided along each step of the project for owner review.

Installation Standards - All wiring must meet Monroe County Requirements for Tele-Data Communication [see Appendix C] and practices for fiber, twisted pair and standard wire termination and management.

2.3 Current Computing Environment

The Emergency Operations Center computing environment is currently maintained and supported by Monroe County Information Services which provides computer support, network security, internet connectivity and other standard services on a Microsoft Windows platform.

The County's current information infrastructure consists of a central information services department that handles all Information Technology (IT) functions. The County currently uses Windows XP, however is in the process of moving to Windows 7 – 64 bit. In addition, there exists an extensive fiber-optic network connecting government buildings. The County's wide area network is predominately supported using this fiber-optic network and some sites are directly connected through T-Carrier Level 1 (T1) lines.

The County currently has a Novell and Microsoft Windows Network. It is in the process, however, of shifting to running just a Microsoft Windows network. The protocol is Transmission Control Protocol/Internet Protocol (TCP/IP). There are approximately 3,000 personal computers on the network. The County is currently running Microsoft Office 2003 but is the process of moving to Microsoft Office 2010. The antivirus we use is McAfee. Our E-mail is Lotus Notes 8.5. Individual workstation storage is both local and server based; internet access for the client workstations is provided through the County fiber network currently centralized at the County's offices located at 50 West Main Street. Most County sites utilize Cisco and Enterasys routers and switches for connectivity. Pix firewalls are used for internet and internal connection security.

2.4 State Resources

County Emergency Management and the EOC work directly in conjunction with the New York State Department of Homeland Security and Emergency Services ("DHSES"). DHSES provides support and coordination services for disaster planning, mitigation and recovery. In addition, DHSES coordinates incident response training, radiological preparedness, state-wide emergency alerting, as well as command and response coordination for state-wide, multi-agency critical incident management.

2.5 Private Resources

The Office of Emergency Management and the EOC maintain a critical relationship with Constellation Energy and the Ginna Nuclear Power Plant located in Wayne County, New York. Ginna is located 20 miles east of Rochester in the Town of Ontario. The Ginna Reactor is a Westinghouse 2-loop pressurized water reactor and is one of the oldest power plants in the country having gone into operation in 1970. Constellation Energy purchased the plant in 2004 and enjoys a strong collaborative relationship with both Monroe and Wayne Counties. The Office of Emergency Management develops, maintains, and practices an emergency response plan in case of a critical incident at the Ginna nuclear plant.

Emergency Services receives funds from New York State to support radiological monitoring, communications, shelter/evacuation, and associated emergency service operations. Funds obtained through the New York State Radiological Emergency Preparedness Group from utilities which generate nuclear power are used to enhance County resources. State law (Chapter 708 of the Laws of New York State, 1981) requires the nuclear utilities to finance system enhancements.

Monroe County also maintains an emergency preparedness plan for hazardous railways, which is maintained by four major railway carriers.

2.6 Acronyms/Definitions

ADA	American's with Disability Act
AV	Audio/Visual
CODEC	Devise or computer program capable of encoding and/or decoding digital data stream or signal.
DVI-D	Digital Video Interface - Digital
EOC	Emergency Operations Center
HDMI	High-Definition Multimedia Interface
IP	Internet Protocol
MSA	Metropolitan Statistical Area
PC	Personal Computer
FTP	File Transfer Protocol
UASI	Urban Area Security Initiative
UPS	Uninterruptible Power Supply

2.7 Functional Support Tasks

The awarded vendor will be expected to provide the following services for functional application and business process support:

- 2.7.1 Address and document issues, options and implications of functionality for County business as the vendor learns about the County's requirements.

2.8 Communications Tasks

The awarded vendor will be requested to provide leadership and expertise for:

- 2.8.1 Communication and change management to all levels of involved County personnel as requested by the County.

2.9 Implementation Methodology

The awarded vendor is responsible for development of the final detailed design and implementation plan. We are requesting interested parties to respond in this section with a standard implementation methodology for the implementation of its proposed total solution. This methodology must include:

- 2.9.1 Implementation recommendations,
- 2.9.2 Overview of phases and milestones,
- 2.9.3 Estimated timeframe,
- 2.9.4 Environmental Impact Studies to be completed,
- 2.9.5 Work effort estimates,
- 2.9.6 Key Assumptions, and
- 2.9.7 Names, titles, and resumes of personnel likely to be assigned to this project.

The methodology description should be of sufficient detail to allow the County to understand the approach. In addition, please provide an overview of how the implementation(s) have been accomplished at one or more of the provided reference customers.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal(s)

- A. Acceptance Period and Location:** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on Friday, June 17, 2011.

Kim DeLuca
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Email address: kdeluca@monroecounty.gov

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification:** Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies:** Respondents must submit one (1) signed original Proposal and eight (8) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Emergency Operations Center Redesign Engineering and Planning Services."** The Respondent must also respond electronically in addition to submitting hardcopies of its proposal as provided above. The electronic submission may be on CD or via email to the RFP Coordinator. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.
- D. Pricing Period:** For this RFP, the proposal must remain valid for a minimum of 180 days past the due date for receipt of RFPs.
- E. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and

tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3.1.A. **Requests for extension of the submission date will not be granted.** Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Respondent disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Respondents that received the original RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda by downloading the original RFP document via the Monroe County website at www.monroecounty.gov.**

3.5 Organization of Proposal

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section.

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding two (2) pages that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.
- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. Company Information.** Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized.
2. Identification of company ownership.
3. Financial history of the company covering the last three years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principals. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and appropriate notes to these documents. 501(c)(3) organizations must submit their most recent Form 990.
4. Functions and location of your nearest regional office to Monroe County.
5. Anticipated growth of your organization including expansion of the client base and acquisitions.
6. Any conflicts of interest that may affect the County's potential selection of, or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with the County for other services, a relative of any employee of the Respondent is a member of the selection committee, etc.

D. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A list of all public sector clients in the State of New York, the dates of engagement for each client. Include the following information for each public sector client:
 - a. Name and address of the client;
 - b. Approximate annual budget;
 - c. Name and telephone number of contact person;
2. Résumés for the key personnel to be involved in providing services to the County.

E. Respondent's proposal. Respondent must submit a detailed Project Narrative and Work Plan that describes:

1. its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2. how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
3. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence;
4. response to Section 2.7;
5. response to Section 2.8; and
6. response to Section 2.9.

- F. Cost Proposal.** Respondents must detail the proposed method of compensation for the Project Narrative and Work Plan activities listed in Section 3.1.E. The cost proposal must include a not to exceed limit.
- G. Insurance Certificates.** Each Respondent must supply a copy of their current Certificate of Insurance showing insurance coverage at or above those described in Section 4.13 of this RFP.
- H. Exceptions to General Information for the Respondent.** For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent," the section number of any requirement to which an exception is being taken and an explanation of their position.
- I. Exceptions to the Standard Monroe County Contract.** For all exceptions to the Standard Monroe County Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Monroe County Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.
- J. Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

3.6 Method of Evaluation

- A. Evaluation Committee:** Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria:** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Evaluation criteria for this RFP will include, but not limited to, the following::
- ◆ Proposed Fees
 - ◆ Understanding of the Project
 - ◆ Degree of Relevant Experience
 - ◆ Technical Competence
 - ◆ References
 - ◆ Capacity and Availability to Perform the Services
 - ◆ Local Office
- C. Contract Approval Process:** Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the

Monroe County Legislature and the Monroe County Law Department. The County anticipates awarding this contract on or before August 1, 2011.

3.7 Oral Presentation

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, the County is under no obligation to offer any Respondent the opportunity to make such a presentation.

3.8 Investigations

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP contract document. The County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

4.2 Contract Negotiation

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as RFP Appendix A is a copy of the Standard Monroe County Software, Licensing, Installation, Maintenance and Support Contract which contains mandatory provisions.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded respondent will be required to provide Monroe County with a *Word* version of its final proposal.

4.4 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Respondent to

be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The County and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Respondent and the Respondent’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the County, no later than the twenty-four (24) hours after receipt of the County’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between Monroe County and the Respondent selected.

4.7 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events.

4.8 Notification of Respondent Selection

All Respondents who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

- A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
- (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
 - (2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
- (1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or
 - (2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.
- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) and (2) above.

4.10 Incurring Costs

The County is not liable for any costs incurred by Respondent prior to the effective date of the contract.

4.11 Material Submitted

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Monroe County upon submission of the Respondent's proposal to Monroe County without any obligation or liability by Monroe County

to the Respondent. Monroe County has the right to use any or all ideas presented by a Respondent.

Monroe County reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Monroe County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

4.12 Indemnification

The Respondent shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

4.13 Insurance Requirements

The Respondent shall procure and maintain at their own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Respondent or by their subcontractors.

The successful Respondent shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Respondent in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by them or by their subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.
- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE** issued to the Respondent naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence and \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:
- Comprehensive Form
 - Premises-Operations
 - Products/Completed Operations
 - Contractual Insurance covering the Hold Harmless Provision
 - Broad Form Property Damage
 - Independent Respondents
 - Personal Injury
- C. **CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE** issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.
- D. **PROFESSIONAL LIABILITY INSURANCE** covering errors and omissions of the Respondent with minimum limits of \$2,000,000 per occurrence and \$3,000,000 aggregate coverage.
- E. **MOTOR VEHICLE INSURANCE** issued to the Respondent and covering liability and property damage on the Respondent's vehicles in the amount of \$1,000,000 per occurrence.

4.14 Proposal Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

APPENDIX A:

SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT made on the _____ day of _____, _____, by and between _____, Rochester, New York 14614, hereinafter referred to as the "OWNER" and with offices at _____, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the OWNER requires professional services in connection with the hereinafter referred to as the "PROJECT", and

WHEREAS, the CONSULTANT has submitted a scope and fee proposal, attached hereto as Appendix "A" dated, _____, _____, to perform the required services, and

WHEREAS, attached hereto is Appendix "B", Additional Service - Resident Project Representation, and

WHEREAS, attached hereto is Appendix "C", Additional Service - Coordination and Scheduling, and

WHEREAS, the OWNER accepted the CONSULTANT'S proposal on _____, _____.

NOW THEREFORE, the OWNER and the CONSULTANT, for the consideration hereinafter set forth, agree as follows:

SECTION I - SCOPE OF WORK

The CONSULTANT shall provide the professional services as described in Appendix A in connection with the PROJECT. In the event of a discrepancy between Appendix A and other Sections of this Agreement, Appendix A shall govern.

SECTION II - BASIC SERVICES OF THE CONSULTANT

The Basic Services of the CONSULTANT shall be as described below and as further qualified/defined in Appendix A.

A. GENERAL - The CONSULTANT shall:

1. Perform or provide all professional services required in connection with the PROJECT as hereinafter stated, and/or as stated in the proposal (Appendix A) and in the Contract Documents for construction for the PROJECT. The Contract Documents include drawings, specifications and reports that are used to construct the PROJECT.

2. Serve as the OWNER'S professional representative in all phases of the PROJECT.
3. Give consultation and professional advice to the OWNER during the performance of its services.
4. Designate the Principal of the firm in responsible charge of the PROJECT, and the Project Manager that shall be responsible for the CONSULTANT'S day-to-day management of the PROJECT.

B. PLANNING - After receiving written authorization from the OWNER to proceed, the CONSULTANT shall:

1. Collect and compile existing PROJECT data including but not limited to PROJECT survey, PROJECT features, subsurface investigations and environmental investigations.
2. Prepare a report that details existing conditions, and outlines the needs of the PROJECT.
3. Identify and evaluate PROJECT alternatives which meet the needs of the PROJECT.
4. Provide the owner with a recommended alternative along with associated cost estimate.
5. Compile above documents into a complete PROJECT report.
6. Attend and participate in various public participation activities.
7. Provide the copies of the PROJECT report necessary for filing with the owner and other jurisdictions.

C. PROGRAM DEVELOPMENT AND CONCEPT DESIGN - After receiving written authorization from the OWNER to proceed the CONSULTANT shall:

1. Consult with the OWNER to determine the program requirements of the PROJECT.
2. Attend and conduct workshops as necessary to define program requirements.
3. Collect and review existing record information.
4. Make recommendations to the OWNER where additional information will be required.
5. Conduct an initial code review.
6. Prepare concept level site and building plans.

7. Provide a concept level opinion of probable construction cost.

D. PRELIMINARY/SCHEMATIC DESIGN - After receiving written authorization from the OWNER to proceed the CONSULTANT shall:

1. Consult with the OWNER to determine the requirements of the PROJECT.
2. Make recommendations to the OWNER on the necessity of providing or obtaining other services, such as:
 - a. Property, Boundary, Right of Way, Topographic or Utility Surveys.
 - b. Core Borings, Probing or Subsurface Explorations.
 - c. Laboratory testing and inspection of samples or materials.
 - d. Other special consultations.
3. Furnish a Boring Location Plan, if required.
4. Prepare a Preliminary Engineering Report (Report) on the PROJECT. The Report should include schematic layouts and sketches, cost estimates, and preliminary Construction Drawings for the PROJECT. It should be in sufficient detail to indicate clearly any problems involved, the alternate solutions available to the OWNER and the CONSULTANT'S recommendations.
5. Provide the number of copies of the Report necessary for filing with the OWNER and other jurisdictional and financial authorities or as stipulated in the proposal.
6. Attend conferences and perform any engineering services necessary to obtain approval of the Report by jurisdictional and financial authorities.

E. FINAL DESIGN

After receiving written authorization from the OWNER to proceed, the CONSULTANT shall:

1. On the basis of the approved preliminary design documents, prepare detailed Contract Documents (Contract Drawings, specifications and reports) that will be used to bid the PROJECT.
 - a. The CONSULTANT shall prepare Contract Drawings using computer aided drafting (CAD) technology that meets the requirements of this Agreement.
 - b. Contract Documents (drawings, specifications and reports) must comply with the New York State Uniform Fire Prevention and

Building Code, Federal handicapped accessibility requirements, and ANSI/CABO 92.

2. Furnish engineering data to the OWNER and prepare the required documents so that the OWNER may secure approval from such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT. For building related projects requiring a Monroe County building permit, it is the responsibility of the CONSULTANT to complete a Monroe County "Building Permit Package", and submit two (2) sets of plans and specifications for submission to the Monroe County Code Enforcement Officer. The CONSULTANT must obtain a Building Permit from the Code Officer prior to the start of construction.
3. Advise the OWNER of any adjustment of the cost estimate for the PROJECT caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the PROJECT based on the completed drawings and specifications.
4. Prepare proposal forms and Notice to Bidders and assist in assembling documents for bidding purposes.
5. Submit to the OWNER for approval one (1) set of Contract Documents [original plans on either vellum or mylar (3 mils thick, dbl. mat) and original specifications (single sided)] signed and sealed as required. The drawing size shall be 30" x 42", 22" x 34", or 24 x 36" sheet size, as directed by the County, unless otherwise regulated by the State of New York or the United States Federal Government.
6. Prepare Addenda as required.
7. Assist the OWNER in obtaining and evaluating bids, prepare the bid tabulation and provide a recommendation for award of contracts for the construction of the PROJECT.
8. Furnish and prepare a set of Construction Documents ("Construction Drawings" and "Construction Specifications") that incorporate all changes made by addenda during the bid period. Both the Construction Drawings and the Construction Specifications shall be signed and sealed. Construction Drawings shall be reproducible (either vellum or mylar). CAD files of the Construction Drawings meeting the requirements of this Agreement shall be provided to the OWNER at this time.

F. CAD DRAWING FILE REQUIREMENTS: The CAD drawing files turned over to the OWNER shall be in an AutoCad format with no external references. Where external references have been used during development of the drawings, those external references shall be bound to the drawings before the CAD files are provided to the OWNER. The file format shall contain separate layers, appropriate to the PROJECT, for the following features:

- Drawing borders and title blocks;
- All work items to be "removed".

- Dimensions, column lines & designations and centerlines;
- Fire rating indicators
- Building walls, doors, and windows and general construction details and features;
- Building reflected ceiling plans;
- Building modular furniture;
- Building HVAC;
- Building plumbing;
- Building sprinkler/fire protection;
- Building electrical;
- Building lighting plans
- Topographical information;
- Easements, Right of Way lines, property lines and monuments;
- All control monumentation (RCS, USC & GS, etc.);
- Street Curb Lines;
- Sidewalks;
- Driveway aprons with labels, if applicable;
- Street lights with labels, if applicable;
- Street lines (determined by survey methods);
- Grid or grid tics (100' spacing) with NAD '83 coordinate values labeled on grid;
- Watermains (if constructed as part of the PROJECT);
- Sewer Mains (if constructed as part of the PROJECT);
- Public utilities

Notes related to any one of the above items should be created on the same layer. The CONSULTANT may create additional layers or sub-layers to suit PROJECT needs. Any layers listed above that do not pertain to the PROJECT may be omitted.

G. CONSTRUCTION PHASE SERVICES - After receiving written authorization from the OWNER to proceed the CONSULTANT shall:

1. Consult with and advise the OWNER, act as the OWNER'S representative and issue instructions of the OWNER to the Contractor.
2. Make periodic visits to the site to observe the progress and the quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents, the New York State Uniform Fire Prevention and Building Code, Federal handicapped accessibility requirements, and ANSI/CABO 92.
3. Attend regularly scheduled job meetings, progress meetings, pay estimate meetings and coordination meetings. When required by the OWNER, the Principal of the firm in responsible charge of the PROJECT, as well as the Project Manager, shall be designated to attend all or certain of these meetings.
4. Based on on-site observations as an experienced and qualified design professional keep the OWNER informed, in writing, about the progress of the work and notify the OWNER of any defects or deficiencies in the Contractor's work. To fulfill this obligation, however, CONSULTANT need not make exhaustive or continuous on-site inspections, nor are they responsible for the techniques and

sequences of construction, the safety of the Contractor's or subcontractor(s) personnel, or the Contractor's failure to perform the work in accordance with the Contract Documents. CONSULTANT remains liable for and responsible for the safety of his own employees, subconsultants and agents.

5. Unless otherwise specified in the Contract Documents, within 10 business days check and approve the following for conformance with the PROJECT design concept and compliance with the Contract Documents:

- a. Samples
- b. Catalog Data
- c. Schedules
- d. Shop Drawings
- e. Product Data
- f. Laboratory, Shop and Mill tests of materials and equipment
- g. Other data which the Contractor is required to submit
- h. Operational testing of the completed PROJECT, as appropriate.

The approval stamp shall contain the following:

- Approved.
- Approved with changes noted.
- Resubmission of corrected drawing is required.
- Disapproved. Revise and resubmit.
- _____.

Approval subject to all provisions of the contract documents, without exception.

NAME OF CONSULTANT

By: _____ Date: ___/___/___

6. Evaluate proposed modifications to the plans and/or specifications of the PROJECT and evaluate construction claims; provide the OWNER with written recommendations, including adequate justification, for approval or disapproval of such modifications or claims; and prepare change orders as required.

7. Based on on-site observations as an experienced and qualified design professional and on review of the Contractor's applications for payment, determine the amount owing to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the OWNER, based on such observations and review and the data comprising such applications, that the work has progressed to the point indicated

and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in his approval.

8. In company with the OWNER conduct all official interim and final inspections of the PROJECT for conformance with the PROJECT design concept and compliance with the Contract Documents.

9. Obtain all guarantees and certifications from the Contractor(s) and deliver the same to the OWNER.

10. Certify to the OWNER, in writing, that in the CONSULTANT'S opinion and to the best of its knowledge the work is complete and in substantial conformance with the Contract Documents, is operating as intended, and, if applicable, conforms with New York State Uniform Fire Prevention and Building Code (19 N.Y.C.R.R.) except for approved variances; recommend acceptance and start of the guarantee period(s); and approve in writing final payment to the Contractor(s).

11. Furnish, prepare, and certify a set of Record Drawings and supplemental drawings at the end of the PROJECT. This set shall be the "Construction Drawings", updated to show revisions in the work. Supplemental drawings shall be included as needed to provide a complete record. These Record Drawings shall show all approved changes made in the work based on the CONSULTANT'S files, observations made in the field by the CONSULTANT during the course of the work, the Contractor(s) approved red line drawings and the Resident Project Representative's redlines when applicable. Record Drawings shall show the actual location of the constructed facilities in the same manner and detail as was shown on the bid drawings. The Construction Drawings are to be modified into Record Drawings by reflecting all changes to elevations, dimensions, stationing and notations as specifically denoted on the Construction Drawings. Drawing revisions and notations for the Record Drawings include the deletion of all linework and notations related to removed work, and the revision of all notes stated in the present tense to past tense where applicable. The Record Drawings shall show only features and items remaining after the completion of the PROJECT. The CONSULTANT shall perform Record Drawing services within 90 calendar days of the start of the guarantee period. The CONSULTANT shall provide both a certified set of reproducible mylars, and a disk(s) of the electronic CAD drawing files (in the format as defined by the DES Records Room), as part of the Record Drawing submission.

a. At the commencement of the construction work the OWNER shall furnish the CONSULTANT one set of prints for the CONSULTANT'S sole use in the maintenance of the CONSULTANT'S redlines and shall be clearly marked as such. During the progress of the work, the CONSULTANT shall conduct such observations as may be necessary to verify and approve the accuracy and completeness of the CONTRACTOR'S information provided on red line drawings.

- b. The CONSULTANT shall sign and seal each mylar sheet in indelible ink and certify them to be "Record Drawing". The certification shall be located on the lower right hand corner on each sheet and state the following:
"I hereby certify by my signature and seal below, that I have prepared this record drawing which is, to the best of my knowledge and in my professional opinion, a true representation of the work as constructed on the _____, Project No. ____."
- c. CAD files of the Record Drawings shall be provided to the OWNER at this time; CAD drawing files shall meet the same requirements of this Agreement.
- d. The CONSULTANT shall guarantee the accuracy of the Record Drawings for a period of one year from the date of acceptance by the OWNER. If the OWNER finds any errors or omissions in the Record Drawings the CONSULTANT shall make the necessary corrections at no additional cost when requested by the OWNER.

H. SPECIAL SERVICES – Provide Special Services as defined in Appendix A.

SECTION III - ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the OWNER, the CONSULTANT shall perform additional services not included in this Agreement for an agreed upon fee. Additional services shall include but are not limited to:

1. Resident Project Representation Services as described in Appendix B.
2. Coordination and Scheduling Services as described in Appendix C
3. Furnishing property, boundary, right-of-way, topographic and utility surveys; and other special consultation.
4. Assisting in obtaining easements.
5. Revising previously approved studies, reports, design documents, drawings, or specifications.
6. Preparing detailed renderings, exhibits or scale models for the PROJECT.
7. Furnishing additional copies of reports, drawings and specifications, or other reimbursable reproduction services.
8. Serving as an expert witness for the OWNER in any litigation or other proceedings involving the PROJECT.
9. Assisting in the preparation of contracts for and supervising the performance of the making of core borings, probings, or sub-surface explorations; hydrographic surveys; laboratory testing and inspection of samples of materials.

10. Providing professional services for the preparation of Contract Documents for managing hazardous materials. It is recognized that this may raise liability questions, which will have to be resolved prior to proceeding by special language to be in the amendment covering such work.

11. Providing additional services in connection with the PROJECT not otherwise provided for in this Agreement.

SECTION IV - CONSULTANT FEE

The CONSULTANT fee shall be as quantified in Appendix A and cover all CONSULTANT fees for the scope of work as defined in this Agreement, including the following (unless noted otherwise in Appendix A):

- Direct Labor
- Premium Overtime Labor
- Subconsultant and Subcontractor Costs
- Direct Non-Salary Costs (Reimbursables)
- Overhead
- Fixed Fee (Profit)

For definitions and other requirements that apply with reference to the above terms, refer to the version of the “Monroe County Procedures for Consultant Fee Proposals” or “Monroe County Procedures for Construction Manager Fee Proposals” documents that were in effect at the time of execution of this Agreement.

SECTION V - PERIOD OF SERVICES

The services called for herein shall commence when authorized in writing by the OWNER and shall extend to the end of the construction contract guarantee period.

SECTION VI - PAYMENTS TO THE CONSULTANT

The OWNER will process requests from the CONSULTANT and make payments on a monthly basis. Payments will be made within thirty (30) days of receipt of the request contingent on:

- A. Submission of properly executed vouchers by the CONSULTANT. (The OWNER will provide the forms and instructions for completing them.)
- B. Review and approval of the vouchers by the OWNER or its designee.
- C. Review and release of payment by the Controller of Monroe County.

SECTION VII - RESPONSIBILITIES OF THE OWNER

The OWNER shall:

- A. Provide full information to the CONSULTANT about the requirements for the PROJECT.

- B. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documentation presented by the CONSULTANT and render decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- C. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay for all costs incident thereto.
- D. Obtain approval of the New York State and United States Federal authorities having jurisdiction over the PROJECT.
- E. Furnish, or direct the CONSULTANT to provide, at the OWNER'S expense, necessary additional services as stipulated in Section III of this Agreement, or other services as required.
- F. Contract for core borings, probings or sub-surface explorations; hydrographic surveys; laboratory testing and inspection of materials. The OWNER may, at its option, authorize the CONSULTANT to provide these services in accordance with Section III.
- G. Obtain easements with assistance of the CONSULTANT.

SECTION VIII - GENERAL CONDITIONS

A. SUSPENSION OR TERMINATION OF WORK

1. The OWNER may at any time, and for any reason, direct CONSULTANT to suspend work under this Agreement. Such direction shall be in writing and shall specify the period during which work is to be suspended. CONSULTANT shall resume work upon the date specified in such direction, or upon such other date as the OWNER may thereafter specify in writing.
2. OWNER may terminate this Agreement for cause, upon ten (10) day's written notice, in the event that:
 - a. CONSULTANT shall fail to diligently, timely and expeditiously perform any of its obligations as specified in this Agreement;
 - b. CONSULTANT shall make a general assignment for the benefit of its creditors; a receiver shall be appointed on account of CONSULTANT'S insolvency; it otherwise shall be insolvent; an order for relief shall be entered against CONSULTANT under Chapter 7 or 11 of the Bankruptcy Code; or
 - c. CONSULTANT otherwise shall be in default hereunder.

Upon such termination for cause, CONSULTANT shall be entitled to such amount of compensation which has not theretofore been paid to CONSULTANT and which shall compensate CONSULTANT for the portion of the work satisfactorily performed prior to the termination date, provided, however, that the OWNER shall be entitled to deduct from such amount and from any amount due and payable to CONSULTANT to the termination date, but withheld or not paid, all additional expenses which the OWNER may incur over that which the OWNER would have

incurred in connection with the PROJECT if CONSULTANT had not defaulted hereunder, including, without limitation, the expense of engaging another consultant for the PROJECT. Nothing herein shall limit in any manner any and all rights or remedies otherwise available to the OWNER by reason of a default by CONSULTANT under this Agreement, including, but not limited to, the right to seek full reimbursement from CONSULTANT for all expenses incurred or to be incurred by the OWNER by reason of CONSULTANT'S default hereunder and which the OWNER would not have incurred if CONSULTANT had not defaulted hereunder.

3. In addition to the OWNER'S rights to terminate this Agreement for cause the OWNER may at any time, and for any reason, terminate this Agreement for its convenience by written notice to CONSULTANT specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given. In the event of such termination, CONSULTANT shall be paid such amount of compensation which has not theretofore been paid to CONSULTANT as shall compensate CONSULTANT for the portion of the work satisfactorily performed prior to the termination date plus Reimbursable Expenses and actual expenses incurred by CONSULTANT directly attributable to such termination. After payment as provided for in the preceding sentence has been made, CONSULTANT may be entitled, subject to negotiation, to a single payment in an amount not to exceed five percent (5%) of the unpaid contract amount provided for in Section V, Paragraph A hereof for any authorized phases of work actually commenced which payment shall constitute CONSULTANT'S compensation for lost profit or overhead reimbursement as a result of termination of the Agreement.

4. Except as specifically provided in this Subsection, the termination of this Agreement shall not give rise to any claim against OWNER for damages or other compensation with regard to such termination.

5. Upon any termination of this Agreement in accordance with the provisions of SECTION III - Subsection A, the CONSULTANT shall:

a. discontinue all of its services upon the date of termination, except as may be required to complete any item or portion of said service to a point where discontinuance will not cause unnecessary waste or duplicative work or cost;

b. cancel, or, if so directed by the OWNER, transfer to the OWNER all commitments and CONSULTANT'S agreements and other agreements made by CONSULTANT relating to the PROJECT, to the extent same are cancelable or transferable by CONSULTANT;

c. transfer to the OWNER in the manner, to the extent and at the time directed by the OWNER, all supplies, materials and other property produced as part of, or acquired in the performance of, CONSULTANT'S services in connection with the PROJECT; and

d. take such other reasonable actions as the OWNER may direct.

B. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, CAD files, estimates, specifications, field notes and data are to become the property of the OWNER and may not be copyrighted by the CONSULTANT. The CONSULTANT may at its expense retain reproducible copies of drawings and copies of other documents.

C. ESTIMATES

Since the CONSULTANT has no control over the cost of labor and materials or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of its experience and qualifications, but the CONSULTANT does not guarantee the accuracy of such estimates as compared to the Contractors' bids or the PROJECT construction cost.

D. AUDIT, ACCESS TO RECORDS

1. Compliance with Federal Single Audit Act: In the event the CONSULTANT is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, CONSULTANT agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The CONSULTANT shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

Delete the following if specific federal funding is not identified.

Of the amount specified in § ____ of this Agreement, _____ Dollars (\$ _____) of such amount or _____ Percent (___%) of such amount, is being passed-through the County from the United States Government under the following:

Award Name: _____

Award Number: _____

Award Year: _____

Name of Federal Agency: _____

The Award [] is [X] is not related to Research and Development.

If on a cumulative basis the CONSULTANT expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the CONSULTANT'S fiscal year in which any payment was received from such federal programs.

If on a cumulative basis the CONSULTANT expends less than Five Hundred Thousand and no/100 dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents

relating to the federal programs for three (3) years after the close of the CONTRACTOR's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the CONSULTANT'S fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

[Optional, include the following only if department administering contract/agreement desires copies of documents]

[Monroe County Department of _____]
[_____] _____
[_____] _____
[Rochester, New York 146___]

2. Right of Inspection and Audit: The CONSULTANT shall, upon request of the OWNER, provide the OWNER such documentation, records, information and data and response to such inquiries as the OWNER may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the OWNER and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the OWNER deems necessary to assure or monitor payments to the CONSULTANT under this Agreement.
3. Survival of Right of Inspection and Audit: The OWNER's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to CONSULTANT and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the OWNER under this Agreement.

E. INSURANCE

1. The CONSULTANT agrees to procure and maintain in force for the periods indicated, such insurance policies as will protect those named as insured parties, including their officers, officials, employees, and agents from claims for bodily injuries, death, or property damage which may arise from the performance of work under the Agreement whether or not such performance be by the CONSULTANT itself or by any subcontractor or anyone else employed by them directly or indirectly. The following insurance policies with insurance companies authorized to do business in the State of New York are required.

- a. POLICY - General Liability (covering claims for bodily injury, death or property damage).
LIMITS - \$1,000,000 per accident; \$3,000,000 aggregate
PERIOD -
NAMED INSUREDS - CONSULTANT and MONROE COUNTY.
- b. POLICY - Professional Liability.
LIMITS - 1,000,000 per accident; \$3,000,000 aggregate
PERIOD -

NAMED INSURED - CONSULTANT

- c. POLICY - Protective Public Liability Covering Operations of Subcontractors
LIMITS - \$1,000,000 per accident; \$2,000,000 aggregate
PERIOD -
NAMED INSUREDS - CONSULTANT and MONROE COUNTY.
- d. POLICY - Automobile Bodily Injury Liability and Property Damage (covering owned, non-owned, and hired vehicles).
LIMITS - Separate Coverage - Bodily Injury \$1,000,000 each person; \$1,000,000 each accident; Property Damage \$1,000,000, combined coverage \$1,000,000.
PERIOD -
NAMED INSUREDS - CONSULTANT and MONROE COUNTY

- 2. An original certificate(s) of insurance, referencing by name the PROJECT covered by this Agreement, must be submitted to the OWNER along with the original Agreement executed by the CONSULTANT. The certificate(s) will be subject to approval for both adequacy and duration of protection and will contain a thirty (30) day notice of cancellation in favor of the OWNER.
- 3. The coverage amounts stated above are minimum requirements.
- 4. The CONSULTANT shall also procure a policy or policies covering its obligations in accordance with any applicable Worker's Compensation or Disability Benefits Law and maintain the same in force during the full term of this Agreement. This coverage must also be submitted (or noted) on an insurance certificate as above.

F. SAVE HARMLESS PROVISION

The CONSULTANT hereby agrees to indemnify, defend and save harmless the OWNER against any and all liability, loss, damage, detriment, suit, claims, demand, cost, charge, attorney's fees, and expenses of whatever kind or nature which the OWNER may directly or indirectly incur, suffer, or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this Agreement, where such loss or expense is incurred directly or indirectly by the OWNER, or its employees, subcontractors, or agents, as a result of any error, omission, breach, or other negligent acts, together with intentional misconduct, of the CONSULTANT, its employees, agents, or subcontractors. If a claim or action is made or brought against the OWNER, and for which the CONSULTANT may be responsible hereunder in whole or in part, then the CONSULTANT shall be notified and shall be required to defend, handle or pay for the defense or handling of the portion of the claim for which it is responsible as a result of this provision. With respect to claims involving professional errors or omissions by CONSULTANT, to the extent such a claim is made against the OWNER and then subjected to a disclaimer or denial of coverage by the CONSULTANT'S general liability insurer, then for such claims involving professional errors or omissions by CONSULTANT, CONSULTANT shall indemnify and save the OWNER harmless from and against any and all claims, demands, actions, causes of action, suits, judgments, liability, expenses including attorney fees, and damages arising or growing out of any

negligent act or failure to act, or intentional misconduct, on the part of CONSULTANT, and its sub-consultants, agents or employees.

G. SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT each binds itself and its partners, successors, executors, and administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the OWNER. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

H. ROYALTIES AND PATENTS

The CONSULTANT shall notify the OWNER in writing of any royalties and license fees for which the OWNER might become obligated as a result of any possible proprietary processes recommended by the CONSULTANT under this Agreement. The CONSULTANT shall save the OWNER harmless from loss if it has failed to so notify the OWNER.

I. PERMITS, LAWS, TAXES

1. The CONSULTANT shall comply with Federal, State, and Local laws, regulations, and ordinances affecting the work, shall give proper public authorities requisite notice in connection with the work, and, at its own expense, shall obtain and pay for necessary licenses, Monroe County building and/or other permits, etc. The CONSULTANT shall be solely responsible for damage resulting from its neglect to obey laws, regulations, rules and ordinances, and should it perform any work called for by this Agreement, knowing it to be contrary to such laws, regulations, rules, and ordinances, and without notifying the OWNER in writing and obtaining written consent to proceed, it shall bear costs and damages arising there from.
2. In the event that services performed by the CONSULTANT for the OWNER are subject to taxation under Article 28 of the Tax Law (sales and compensating use tax) the OWNER shall either obtain a tax-exempt certificate or reimburse the CONSULTANT for the tax.
3. The CONSULTANT shall pay all taxes applicable to the work and material supplied under this Agreement, it being understood that in no case shall any such tax be borne by the OWNER except as provided in paragraph 2, above.

J. INDEPENDENT CONTRACTOR

The CONSULTANT agrees that in accordance with its status as an independent contractor, it will conduct itself with such status; that it will neither hold itself out as nor claim to be an officer or employee of the OWNER or the State of New York by reason hereof; and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the OWNER or the State of New York, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement membership or credit.

K. LABOR LAW

1. The CONSULTANT specifically agrees, as required by the Labor Law, Sections 220 and 220-e, as amended, that the execution of this Agreement by the CONSULTANT binds it to the following specific agreements required by Law:

a. No laborer, worker or mechanic in the employ of the CONSULTANT, subcontractor or other person doing or contracting to do the whole or part of the work included in the Agreement shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week in the performance of work included in this Agreement, except in the emergencies set forth in the Labor Law;

b. The wages (including supplements) paid for a legal day's work shall not be less than the prevailing rate of wages (including supplements) as defined by law;

c. The minimum hourly rate of wages (including supplements) to be paid shall not be less than that designated by the Industrial Commissioner;

d. The minimum hourly supplements to be paid shall be in accordance with the prevailing practices in the locality where the contract is located and shall be not less than those designated by the Industrial Commissioner. Supplements as defined in Section 220 of the Labor Law, as amended mean all remuneration for employment paid in any medium other than cash or reimbursement for expenses or any other payments which are not wages within the meaning of the law, including but not limited to health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance;

e. The Labor Law provides that the Agreement may be forfeited and no sum paid for work done thereunder on a second conviction for willfully paying less than:

- The stipulated wage scale (including supplements) as provided in the Labor Law, Section 220, Subdivision 3, as amended, or
- The stipulated minimum hourly scales (including supplements) as provided in the Labor Law, Section 220-d, as amended;

2. The CONSULTANT specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended, that:

a. In the hiring of employees for the performance of work under the Agreement or any subcontractor hereunder, no CONSULTANT or subcontractor or any person acting on behalf of such CONSULTANT or subcontractor, shall discriminate against any person due to such person's age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Sections 290-301 of the Executive Law of the State of New York.

- b. No CONSULTANT or subcontractor, nor any person on its behalf shall in any manner discriminate or intimidate any employee hired for the performance of work under the Agreement on account of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin.
 - c. There may be deducted from the amount payable to the CONSULTANT under the Agreement a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement.
- 3. In accordance with Labor Law Section 220.3-a., the CONSULTANT shall submit, on a monthly basis, a certified transcript of the payroll records for all survey crew members engaged in work on this PROJECT.
 - 4. The Agreement may be canceled or terminated and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

L. NON-DISCRIMINATION PROVISIONS

- 1. During the performance of this Agreement, the CONSULTANT agrees as follows:
 - a. The CONSULTANT will not discriminate against any employee or applicant for employment because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin. Such action shall be taken with reference to, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b. The CONSULTANT will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Commission for Human Rights, advising such labor union or representative, of the CONSULTANT'S agreement under clauses a. through g. (hereinafter called "non-discrimination clauses"). If the CONSULTANT was directed to do so by the Contracting Agency as part of the bid or negotiation of this Agreement, the CONSULTANT shall request such labor union or representative to furnish it with a written statement that such labor union or representative will not discriminate because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin, and that such labor union or representative will affirmatively

cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with a request that it furnish such a statement, the CONSULTANT shall promptly notify the State Commission of Human Rights of such failure or refusal.

- c. The CONSULTANT will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses a. and b. and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

- d. The CONSULTANT will state, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, military status, sex or national origin.

- e. The CONSULTANT will comply with the provisions of Section 290-301 of the Executive Law and Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records and accounts by the State Commission for Human Rights, the Attorney General and Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and the Civil Rights Law.

- f. This Agreement may be forthwith canceled, terminated or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the CONSULTANT has not complied with these non-discrimination clauses, and the CONSULTANT may be declared ineligible for future contracts made by or on behalf of the OWNER or the State of New York or public authority or agency of the OWNER or the State of New York until it satisfies the State Commission for Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the CONSULTANT, and an opportunity has been afforded it to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and

remedies otherwise provided by law.

- g. The CONSULTANT will include the provisions of clauses a. through f. in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subcontractor or vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

M. MBE/WBE PARTICIPATION

1. MBE/WBE participation is required for this PROJECT. The policy of the OWNER is to increase the level of Minority and Women's businesses in all possible areas of Monroe County procurement. In furtherance of that policy, the OWNER requires the CONSULTANT to utilize best efforts to achieve goals for MBE/WBE participation on this PROJECT. The percentage goals are ten percent (10%) MBE and 2 percent (2%) WBE of the total cost of professional services provided under this Agreement.

The CONSULTANT may substitute Minority or Women CO-OP Student Employment for M/WBE Utilization. The CO-OP Student must be utilized on the PROJECT for at least 50% of their work hours. Minority Students shall be credited against MBE requirements and Women Students shall be credit against WBE requirements. Student credit shall equal the student's billing rate times the hours worked on the PROJECT.

2. Within 15 days after execution of the Agreement, the CONSULTANT shall submit to the M/WBE Officer an M/WBE Utilization Plan. The Utilization Plan should be accompanied by executed sub-contracts or signed letters of intent from the M/WBE firms identified in the plan.

3. The CONSULTANT shall submit by February 1 an Annual Utilization Report indicating M/WBE payments made during the previous year.

4. When submitting the request for payment, the CONSULTANT will list M/WBE firms scheduled for payment for the specific period. The CONSULTANT shall identify the portion of the payment that is attributed to the M/WBE firm. The CONSULTANT shall also submit payment records, which demonstrate payment by the CONSULTANT to M/WBE firms used on the PROJECT.

5. Prior to final payment the CONSULTANT shall submit affidavits certifying payments to subconsultants for work previously paid for by the OWNER, and the Final Utilization Report.

6. The OWNER will require documentation of such good faith effort, which should include as a minimum the following activities;

- a. Identification of work which could be subcontracted;
- b. Verification of effort to contact all appropriate certified MBEs and WBEs in writing. Such verification shall be for appropriate portions of the work, which could be performed by the MBE, and WBE subcontracts and shall clearly describe the potential subcontracting categories for the PROJECT. A lead time of less than 10 days will not be considered reasonable;
 - c. Verification of negotiation in good faith with M/WBE firms interested in performing work on the PROJECT. The CONSULTANT shall be responsible for documenting all such negotiations in order to demonstrate the unacceptability of any M/WBE firms, which are not chosen to perform work on the PROJECT.

7. In order to qualify for a waiver of any of the M/WBE goals, the CONSULTANT must make a good faith effort to obtain a M/WBE subconsultant. In judging whether the CONSULTANT has made a good faith effort to meet the M/WBE utilization requirements, the OWNER will consider the different kinds of effort as well as the intensity of those efforts.

N. NOTICE OF JOB VACANCIES

- 1. The CONSULTANT recognizes the continuing commitment on the part of OWNER to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the OWNER's need to know when jobs become available in the community.
- 2. The CONSULTANT agrees to notify the OWNER when the CONSULTANT has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the CONSULTANT has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).
- 4. Notice shall be given in writing to:

Employment Coordinator
 Monroe County Department of Human Services
 691 St. Paul Street, Room 535
 Rochester, New York 14605
 Telephone: (585) 753-6322
 Fax: (585) 753-6308

4. The CONSULTANT recognizes that this is an opportunity to make a good faith effort to work with the OWNER for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the CONSULTANT to employ any individual who may be referred by or

through the OWNER for job openings as a result of the above notice. Any decisions made by the CONSULTANT to hire any individual referred by or through the OWNER shall be voluntary and based solely upon the CONSULTANT'S job requirements and the individual's qualifications for the job, as determined by the CONSULTANT.

SECTION IX - DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the PROJECT or following the completion of the PROJECT, the OWNER and the CONSULTANT agree that all unresolved disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise.

The OWNER and the CONSULTANT further agree to include a similar mediation provision in all agreements with subcontractors and subconsultants retained for the PROJECT and to require all subcontractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

The OWNER and the CONSULTANT agree to select a mediator from lists suggested by each party. The mediator will be a person knowledgeable in the type of matter under dispute and may be an accredited mediator, contractor, CONSULTANT, or otherwise knowledgeable person. Whenever possible the mediator will be from the local area.

The cost of the mediator will be shared equally by the parties to the dispute. All mediation sessions shall be held in Monroe County.

SECTION X - EXECUTING SIGNATURES AND NOTARIZATIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER: _____

BY: _____

Maggie Brooks

County

Executive

CONSULTANT: _____

Name of Firm

Corporate Seal
(If a Corporation)

BY: _____

TITLE: _____

Firm's Social Security # or Federal I.D.#

STATE OF NEW YORK:
COUNTY OF MONROE:

SS

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared **MAGGIE BROOKS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature of individual taking
Acknowledgment
Stamp:

(ACKNOWLEDGEMENT BY CONSULTANT)

STATE OF _____:
COUNTY OF _____:

SS

On this ____ day of _____, 20__, before me, the subscriber personally came _____, to me known, who being by me duly sworn did depose and say that he/she is _____, of the firm _____, described in and which executed the above instrument; and that he/she is authorized to sign his name thereto.

Notary Public

(ACKNOWLEDGEMENT BY CONSULTANT, IF A CORPORATION)

STATE OF _____:
COUNTY OF _____:

SS

On this ___ day of _____, 20__ before me the subscriber, personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in the _____ of _____ New York, that he/she is the _____ of _____, the Corporation described herein, and which executed the above instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he/she signed his/her name thereto by like order.

Notary Public

APPENDIX B

**Monroe County, NY
Emergency operations Center Redesign
Engineering and Planning Services RFP
Pre-Proposal Tour Registration**

Tour Information

When: Wednesday, May 25, 2011
Where: Monroe County Public Safety Building
1190 Scottsville Road
Rochester, NY 14624
Time: 2:00 PM – 4:30 PM
Room: Emergency Operations Center, 2nd floor

Company Name: _____

Attendee Name	Attendee Phone	Attendee Email

Email registration to Kim DeLuca at kdeluca@monroecounty.gov no later than close of business Friday, May 20, 2011.

REQUIREMENTS FOR
TELE-DATA COMMUNICATION FACILITIES
CONSTRUCTED IN
MONROE COUNTY PUBLIC BUILDINGS

MONROE COUNTY, NEW YORK



SECOND EDITION
JUNE 2010

MONROE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
50 WEST MAIN STREET, CITYPLACE, SUITE 7100
ROCHESTER, NEW YORK 14614

**MCDES
TELE-DATA COMMUNICATIONS
REQUIREMENTS**

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APPENDIX A Tele-Data Communications Details

Figure 9.01	Typical Telecommunications Outlet Jack Layout
Figure 9.02	Typical Telecommunications Vertical Cable Management Rack System

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SECTION 01 42 10

ABBREVIATIONS, DEFINITIONS, AND REFERENCE STANDARDS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section identifies abbreviations, definitions, and reference standards used in this manual, entitled: Requirements for Tele-Data Communication Facilities Constructed in Monroe County Public Buildings.

1.02 ABBREVIATIONS

ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
dB/km	Decibel per kilometer
EIA	Electronic Industries Alliance
ETL	Electrical Testing Lab
ICEA	Insulated Cable Engineers Association, Inc.
IEEE	Institute of Electrical and Electronic Engineers, Inc.
MC	Monroe County
MIN	Minimum
nm	Nanometer
NRTL	Nationally Recognized Testing Laboratory
OSP	Outside Plant
OTDR	Optical Time Domain Reflectometer
PSI	Pounds per Square Inch
PVC	Polyvinyl Chloride
R	Radius
TBB	Telecommunications Bonding Backbone
TDR	Time Domain Reflectometer
TGB	Telecommunications Grounding Busbar
TIA	Telecommunications Industry Association
TMGB	Telecommunications Main Grounding Busbar
UL	Underwriters Laboratory
um	Micrometer (micron)
UTP	Unshielded Twisted Pair

1.03 DEFINITIONS

- A. **ATTENUATION:** The measurement of reduction in signal strength in fiber optic cable in decibel units.
- B. **AS-BUILT DRAWING:** Construction drawings modified to reflect changes made during the installation of facilities.

- C. *BUILDING ENTRANCE*: The point at which outdoor cabling interfaces with the intrabuilding backbone cabling.
- D. *BACKBONE CABLING*: Cabling that provides interconnection between telecommunications rooms, equipment rooms, and entrance facilities. Backbone cabling including backbone cable, intermediate and main cross-connects, mechanical terminations and patch cords or jumpers used for backbone-to-backbone cross-connection. Backbone cabling also includes vertical connection between floors (risers), cables between an equipment room and building cable entrance facilities, and cables between buildings (interbuilding).
- E. *CHANNEL LINK*: The end-to-end transmission path between two points at which application specific equipment is connected.
- F. *CONTRACTOR*: Individual or firm who installs the tele-data communications facilities for, or as an Agent of, the Owner.
- G. *EQUAL LEVEL FAR-END CROSSTALK*: A measure of the unwanted signal coupling from a transmitter at the near-end into another pair measured at the far-end, and relative to the received signal level.
- H. *EQUIPMENT ROOM*: Room within a building that houses equipment of higher complexity than telecommunications rooms. An equipment room may provide the functions of a telecommunications room.
- I. *ETL MARK*: An ETL Listed Mark on a product indicates that the product has been tested by an independent third party NRTL, found to be in compliance with accepted national standards, and meets the minimum requirements for sale or distribution.
- J. *FAR-END CROSSTALK LOSS*: A measure of the unwanted signal coupling from a transmitter at the near end into another pair measured at the far end, and relative to the transmitted signal level.
- K. *FURNISH, INSTALL, and PROVIDE*: Furnish means to supply and deliver to the project site, ready for installation. Install means to place in position for service or use. Provide means to furnish and install, complete and ready for intended use.
- L. *HOME RUN*: The electrical cable that carries power from the main circuit breaker panel to the first electrical box, plug, or switch in the circuit.
- M. *HORIZONTAL CABLING*: 1) Cabling between and including the telecommunications outlet/connector and the horizontal cross-connect. 2) Cabling between and including the building automation system outlet or the first mechanical termination of the horizontal connection point and the horizontal cross-connect.
- N. *INSERTION LOSS*: Signal loss resulting from insertion of a component, or link, or channel, between a transmitter and receiver (often referred to as attenuation).
- O. *LC CONNECTOR*: A snap-type fiber optic cable connector. LC refers to Lucent Connector or Local Connector
- P. *MAY or CAN*: Permissible condition.

- Q. *NATIONALLY RECOGNIZED TESTING LAB (NRTL)*: A Nationally Recognized Testing Laboratory is an independent laboratory recognized by OSHA to test products to the specifications of applicable product safety standards. A NRTL functions to provide independent evaluation, testing, and certification of any electrically operated or gas and oil-fired product.
- R. *OWNER*: Monroe County
- S. *PATCH CORD*: A length of cable with a plug on one end or both ends.
- T. *PERMANENT LINK*: A test configuration for a link excluding test cords and patch cords.
- U. *PERMIT OFFICE*: Division within Monroe County government that issues individual permits.
- V. *POWER SUM EQUAL LEVEL FAR-END CROSSTALK*: Computation of the unwanted signal coupling from multiple transmitters at the near-end into a pair measured at the far-end, and normalized to the received signal level.
- W. *POWER SUM NEAR-END CROSSTALK LOSS*: Computation of the unwanted signal coupling from multiple transmitters at the near-end into a pair measured at the near-end.
- X. *RETURN LOSS*: Ratio expressed in dB of the power of the outgoing signal to the power of the reflected signal.
- Y. *SC CONNECTOR*: A snap-type, push-pull, set and click-type connector for fiber optic cable. SC refers to Subscriber Connector, Standard Connector, or Square Connector.
- Z. *SHALL or WILL*: A required condition.
- AA. *ST CONNECTOR*: A bayonet-type, stab and twist-type connector for fiber optic cable. ST refers to Straight Tip.
- BB. *SUPPLY*: To purchase and make ready and available for use or installation, not including delivery to project site.
- CC. *TELECOMMUNICATIONS ROOM*: Room within a building that houses the telecommunications cabling system equipment, including mechanical terminations and/or cross-connects for horizontal and backbone cabling system.
- DD. *TELECOMMUNICATIONS OUTLET*: Termination point for cabling from telecommunications room and interface/connection point for work station equipment including computers, telephone, and data transfer equipment.

1.04 REFERENCE STANDARDS

- A. *Applicability of Standards*: Except where the Owner Requirements include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Owner Requirements. Such standards are made a part of the Owner Requirements by reference.

- B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Owner Requirements.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Owner Requirements indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Owner Requirements.
 - 1. Where copies of standards are needed for performance of a required construction activity, obtain copies directly from the publication source.
- E. American National Standards Institute (*ANSI*)
 - 1. ANSI-J-STD-607, "Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications"
- F. American National Standards Institute (*ANSI*)/Insulated Cable Engineers Association, Inc. (*ICEA*)
 - 1. ANSI/ICEA S-83-596, "Standard for Optical Fiber Premises Distribution Cable"
 - 2. ANSI/ICEA S-104-696, "Standard for Indoor-Outdoor Optical Fiber Cable"
 - 3. ANSI/ICEA S-110-717, "Standard for Optical Fiber Drop Cable"
- G. Corning Cable Systems
 - 1. SRP-005-014, "Intrabuilding Installation of Corning Cable Systems Fiber Optic Cable"
- H. Institute of Electrical and Electronic Engineers, Inc. (*IEEE*)
 - 1. IEEE 400, "Guide for Field Testing and Evaluation of the Insulation of Shielded Power Cable Systems"
- I. Telecommunications Industry Association (*TIA*)
 - 1. TIA/EIA-526-7, "Measurement of Optical Power Loss of Installed Single-mode Fiber Cable Plant"
 - 2. TIA/EIA-526-14, "Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant"
 - 3. TIA/EIA-568-B.1, "Commercial Building Telecommunications Cabling Standard Part 1: General Requirements"
 - 4. TIA/EIA-568-B.2, "Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components"
 - 5. TIA/EIA-568-C.0, "Generic Telecommunications Cabling for Customer Premises"
 - 6. TIA/EIA-568-C.1, "Commercial Building Telecommunications Cabling Standard"
 - 7. TIA/EIA-568-C.3, "Optical Fiber Cabling Components Standard"
 - 8. TIA/EIA-569-B, "Commercial Building Standard for Telecommunications Pathways and Spaces"
 - 9. TIA/EIA-606-A, "Administration Standard for Commercial Telecommunications Infrastructure"
 - 10. TIA/EIA-606-A-1, "Administration Standard for Commercial Telecommunications Infrastructure Addendum 1 – Administration of Equipment Rooms and Data Center Computer Rooms"

- J. National Electric Code (*NEC*)
 - 1. NEC Article 770, "Optical Cables and Raceways"

1.05 AS-BUILT DRAWINGS

- A. New York State Education Law requires that only a Professional Engineer or Land Surveyor modify a document signed and sealed by a Professional Engineer or Land Surveyor.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

(Not used)

END OF SECTION

SECTION 01 45 20

TESTING OF SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes the requirements for field-testing of tele-data communication system components to be dedicated to the Owner.
 - 1. Testing shall include the permanent link. Channel link testing is the responsibility of others, unless directed by the Owner.

- B. Field tests include:
 - 1. TIA/EIA-568-B.2 Annex I.2.1
 - a. Wire map, including shield connection if present
 - b. Insertion loss
 - c. Length
 - d. Near End Cross Talk (*NEXT*) loss, pair to pair, measured from local end
 - e. Near End Cross Talk (*NEXT*) loss, pair to pair, measured from far end
 - f. Near End Cross Talk (*NEXT*) loss, power sum, measured from local end
 - g. Near End Cross Talk (*NEXT*) loss, power sum, measured from far end
 - h. Equal Level Far-End Cross Talk (*ELFEXT*), pair to pair; also referred to as Attenuation to Cross Talk Ratio, far-end (*ACRF*)
 - i. Equal Level Far-End Cross Talk (*ELFEXT*), power sum; also referred to as Power Sum Attenuation to Cross Talk Ratio, far-end (*PSACRF*)
 - j. Return loss, measured from local end
 - k. Return loss, measured from far end
 - l. Propagation delay
 - m. Delay skew
 - 2. Fiber optic testing by Optical Time Domain Reflectometer (*OTDR*) test

1.02 REFERENCES

- A. See Section 01 42 10 – Abbreviations, Definitions and Reference Standards for full description of Standard Titles.

- B. Institute of Electrical and Electronic Engineers, Inc. (*IEEE*)
 - 1. IEEE 400

- C. TIA/EIA
 - 1. TIA/EIA-526-7
 - 2. TIA/EIA-526-14
 - 3. TIA/EIA-568-B.1
 - 4. TIA/EIA-568-B.2
 - 5. TIA/EIA-568-C
 - 6. TIA/EIA-569-B
 - 7. TIA/EIA-606-A

1.03 SUBMITTALS

- A. Submit product literature for TDR and OTDR testing unit proposed for testing.
- B. Submit product literature for equipment proposed for copper cable testing. Equipment must be capable of testing to Level 4 certification test.
 - 1. Acceptable equipment:
 - a. Fluke Corporation, model DTX 1800
 - b. Owner approved equivalent
- C. Submit the following information for test equipment:
 - 1. Test equipment name
 - 2. Manufacturer name
 - 3. Model number
 - 4. Serial number
 - 5. Software name and version
- D. Submit certification of calibration of testing equipment within 12-months of the date of testing, unless the equipment manufacturer specifies a more frequent calibration cycle.
- E. Submit results of copper cable test, OTDR and Optical loss test within three (3) weeks of testing completion.
 - 1. Provide software for reading of electronic format
 - 2. Submit results in electronic format for each test.
 - a. Provide detailed test report for each cable without graphs. Pass/Fail test is not acceptable.
 - 3. Submittal shall be clearly marked with the words "Project Test Documentation", the project name, and date of completion in month/year format.
 - 4. Test results shall include the following:
 - a. Test frequencies
 - b. Cable type
 - c. Conductor pair and cable, or outlet identification label
 - d. Measurement direction
 - e. Reference setup
 - f. Test Crew member names
 - 5. Test results shall detail the test method used, the specific settings of the test equipment during the test, and the software version used.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.01 TESTING – GENERAL

- A. Furnish all material and equipment necessary to conduct tests. Material and equipment is subject to approval of the Owner.
- B. Certification tests shall be performed on the completed system with data jacks installed in their permanent position.

- C. Owner's Inspector shall witness all testing.
 - 1. Notify Owner's Inspector minimum 48 hours prior to testing.
 - 2. Contractor shall provide test report compatible with Owner's equipment.

3.02 COPPER CABLE TESTING

- A. Provide testing of cables and termination hardware for defects in installation and to verify cabling system performance after installed. Test in accordance with TIA/EIA-568-B.2 Annex I.2.1.
 - 1. Test each pair of installed cable prior to system acceptance. Repair or replace defective cable, connectors, feed through couplers, patch panels, and/or connector blocks to provide 100% useable conductors in each cable installed.

3.03 OPTICAL FIBER TESTING

- A. OTDR Test: Optical Fiber that is constructed, but does not connect to equipment or facilities at one or both ends shall be tested for continuity by OTDR test. Testing shall be performed on each fiber strand in the completed end-to-end system.
 - 1. Test single-mode fiber strands at both wavelengths of 1310nm and 1550nm.
 - 2. Test multimode fiber strands at wavelength of 850nm and 1300nm.
 - 3. Perform test with launch cable attached between testing equipment and fiber cable.
 - a. Minimum length of launch cable: 500 meter
 - 4. Minimum Acceptance Criteria:
 - a. Inside fiber optic cable:
 - 1) At wavelength 1310 nm – 0.35 dB/km
 - 2) At wavelength 1550 nm – 0.25 dB/km
 - 3) At wavelength 850nm – 3.5 dB/km
 - 4) At wavelength 1300 nm – 1.0 dB/km
 - b. Anomalies: Not greater than 0.3 dB for each event
 - 5. Splices: Loss not greater than 0.05 dB. Return loss minimum of 40 dB.
 - 6. Record and document results of testing and provide documentation of results to the Owner.
- B. Optical Loss Test Set, optional test as directed by the Owner: Optical Fiber constructed as a link between equipment and/or facilities shall be tested for signal loss by power monitoring using a light-transmitting source and detector. Testing shall be performed on each fiber strand in the completed end-to-end system. Connect a light-transmitting source to the input end of one fiber, and detector at the output end of fiber.
 - 1. Test single-mode fiber strands at both wavelengths of 1310nm and 1550nm.
 - 2. Test multimode fiber strands at wavelength of 850nm and 1300nm
 - 3. Minimum Acceptance Criteria:
 - a. Inside fiber optic cable:
 - 1) At wavelength 1310 nm – 0.35 dB/km
 - 2) At wavelength 1550 nm – 0.25 dB/km
 - 3) At wavelength 850 nm – 3.5 dB/km
 - 4) At wavelength 1300 nm – 1.0 dB/km
 - b. Anomalies: Not greater than 0.3 dB for each event
 - 4. Splices: Loss not greater than 0.05 dB. Return loss minimum of 40 dB.
 - 5. Record and document results of testing and provide documentation of results to the Owner.

END OF SECTION

SECTION 27 00 00

COMMUNICATIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes the requirements for materials and construction of telephone-data communications facilities and accessories between and including telecommunications room and telecommunications outlets at buildings and facilities within Monroe County.

1.02 REFERENCES

- A. See Section 01 42 10 – Abbreviations, Definitions and Reference Standards, for full description of Standard Titles.
- B. American National Standards Institute (*ANSI*)
 - 1. ANSI/J-STD-607
- C. American National Standards Institute (*ANSI*)/Insulated Cable Engineers Association, Inc. (*ICEA*)
 - 1. ANSI/ICEA S-83-596
 - 2. ANSI/ICEA S-104-696
 - 3. ANSI/ICEA S-110-717
- D. Corning Cable Systems
 - 1. SRP-005-014
- E. National Electric Code (*NEC*)
 - 1. NEC Article 770
- F. Telecommunications Industry Association (*TIA*)
 - 1. TIA/EIA-568-B.1
 - 2. TIA/EIA-568-B.2
 - 3. TIA/EIA-568-C.0
 - 4. TIA/EIA-568-C.1
 - 5. TIA/EIA-568-C.3
 - 6. TIA/EIA-569-B
 - 7. TIA/EIA-606-A

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data, installation instructions, certifications, and verification of testing by an independent electrical testing lab for the following:
 - 1. Rack system
 - 2. Cable tray and appurtenances
 - 3. Cable and Patch Cord
 - 4. Telecommunications outlet, wall plate, and related products

- B. Certified Installer: Submit documentation of certification as an approved installer by the manufacturer of the products proposed for installation.
- C. Record Drawings: At project closeout, submit record drawings identifying tele/data room dimensions and equipment layout, and service locations. Include rack system labeling and cable routing.

1.04 QUALITY ASSURANCE

- A. Monroe County owns existing telephone and data systems primarily manufactured by Panduit® Corporation and Berk-Tek® at many buildings and facilities within the County. New equipment provided for tele/data systems shall be manufactured by Panduit Corporation® and/or Berk-Tek® or shall be completely compatible with Panduit® and/or Berk-Tek® products. Products by a manufacturer other than Panduit® Corporation or Berk-Tek® proposed for use in new installation must be approved by the Owner prior to incorporation into the work.
- B. Materials incorporated into the work shall be UL or ETL listed, and shall be marked as such. If UL or ETL has no published standards for a material proposed, then other national independent testing standards shall apply and such items shall bear those labels.
- C. Telecommunications Contractor must be an approved installer, certified by the manufacturer of products proposed for installation.

1.05 WARRANTY

- A. Cabling System Warranty
 - 1. Provide written warranty that high performance cabling system meets application requirements. Warranty shall include all cable installed as part of the structured cable system. Period of warranty: 25-years.
- B. System Warranty
 - 1. Provide written warranty for complete system to guarantee end-to-end high performance cabling system meets application requirements. Guarantee shall include copper conductivity components. Period of warranty: 25-years.

PART 2 - PRODUCTS

2.01 TELE/DATA ROOM REQUIREMENTS

- A. General: Locate Tele/Data room in an area of the building with consideration for access by County personnel. Room should be located to avoid special access procedures. Escort by security personnel is not desirable.
 - 1. High-voltage electrical equipment, including transformers, shall not be located in the Tele/Data room. Locate high-voltage equipment in a separate room to avoid electrical interference with tele/data equipment.
 - 2. Maximum distance of horizontal permanent link from Tele/Data room to telecommunications outlet: 90-meters (295-feet)
 - 3. Maximum square footage of area served by Tele/Data room: 10,000 square feet

- B. Square Footage:
 - 1. Provide a minimum floor space of 0.75 square feet for each 100 square feet of work station area served by equipment in the room
 - 2. Minimum room size: 64 square feet
- C. Lighting: Provide a minimum of 50 foot-candles at 3-feet above finish floor
- D. Ceiling: Light in color to provide good light reflection and visibility. White is desirable.
- E. Floor Finish: provide dust free finish material. Provide sealer on bare concrete floor.
- F. Doors:
 - 1. Minimum dimensions: 3'-0" x 7'-0"
 - 2. Lockable, keyed to County master key
- G. Wall-mount Equipment Space:
 - 1. Provide ¾" nominal thickness plywood sheeting secured to walls for mounting of equipment
 - a. Provide minimum of 1 square foot of plywood for each 200 square feet of work station area served by equipment in the room
 - b. Plywood grade: B-C, painted
- H. Electrical
 - 1. Provide electrical distribution panel in Tele/Data room
 - a. Minimum of 100 amp, 6 circuits, 208/120 wye, 3 phase.
 - 1) If 3 phase electric is not available, provide single phase, 100 amp, 240 volt
 - b. Minimum of 6 circuits, one for each of the following:
 - 1) Security
 - 2) Closed circuit television (*CCTV*)
 - 3) Wide Area Network (*WAN*)
 - 4) Telephone PBX
 - 5) Fire
 - 6) Convenience receptacle
 - 2. Provide isolated ground receptacle outlets for sensitive equipment
 - 3. Provide uninterruptable power supply (*UPS*) to prevent surges in incoming electric service.
 - 4. Provide minimum of 4 duplex receptacles mounted in the center of the data racks for plug-in power strips.
 - 5. Provide one duplex outlet for each 100 square feet of usable floor space.
 - 6. Provide ground connection from Tele/Data room to building ground grid in accordance with ANSI/J-STD-607. Grounding connection to lighting panel is not acceptable.
 - a. Minimum #6 AWG grounding cable and separate insulated busbar
 - b. Mount grounding bus and insulators on wall-mount plywood in easy access location
- I. HVAC
 - 1. Provide heating, ventilation and air conditioning as necessary to control room temperature and humidity level to acceptable levels.
 - a. Temperature range: 45-75 degrees Fahrenheit
 - b. Humidity range: 15-45 percent relative humidity

2.02 VERTICAL CABLE RACK SYSTEM

- A. Vertical cable manager rack system designed to manage high-density networking equipment. Molded cable management fingers with integral bend radius control. Metal backbone with pass through holes with rolled edges. Rack system interior accessible from front and backside of rack system by dual hinged metal doors, capable of opening to the left or right. 45 rack spaces.
 - 1. Acceptable product:
 - a. PatchRunner™ 7 Foot Vertical Cable Manager, Panduit Corp.
 - 1) Model PRV12, 7' high x 12" wide x 16.4" deep
 - 2) Model PRV15, 7' high x 15" wide x 16.4" deep
 - b. Owner approved equal

2.03 PATCH PANEL

- A. Patch Panel: Angled, 48-port Patch Panel for CJ Series modular jacks
 - 1. Panduit Part Number CPPLA48WBL Y
 - 2. Owner approved equal
- B. Voice Patch Panel: single female telco 50-pin/25-pair connector with hook and loop fasteners wired for common active voice equipment, 24-port, with 24 RJ45 ports wired to one RJ21 telco connector
 - 1. Panduit Part Number VP24382TV25Y
 - 2. Owner approved equal
- C. Labels at Patch Panel
 - 1. Provide label on patch panel face to identify the office, room or cubicle connected to the patch panel port.
 - 2. Label format: xxxx.x
 - a. Digits 1-4 identify office, room or cubicle number
 - b. Alpha Character 5 identifies data drop in room or cubicle. Use alphabetical characters A-Z in alphabetical order as necessary to identify data drops.
 - 3. Font for labels: Arial
 - 4. Point size for labels: 8-point

2.04 CABLE TRAY

- A. Wire mesh, manufactured from round steel wire, welded at intersections. U-shaped with equal height sidewalls, zinc electroplated after fabrication, UL classified for grounding purposes. Provide cable tray and components from a single manufacturer.
 - 1. Acceptable product:
 - a. FastTrac™ Cable Tray, Chatsworth Products, Inc.
 - 1) Model 13345-024, 24" wide x 6" high x 10' long
 - b. Owner approved equal
 - 2. Accessories, Chatsworth Products, Inc. or Owner approved equal
 - a. Cable Tray Divider:
 - 1) Part number 13358-506, 6" high x 10' long
 - b. Radius Drop:
 - 1) Part number 13363-001, 2-9/16" high x 7-3/4" wide x 8" long x 2-1/2" radius
 - c. Washer Splice Kit
 - 1) Part number 13364-001

- d. Splice Bar Kit
 - 1) Part number 13365-001
- e. Rack Clamp
 - 1) Part number 13366-701
- f. Wall Termination Support, 12 ga steel, zinc electroplate after fabrication
 - 1) Part number 13387-024, 24" wide x 5" high
- g. Miscellaneous Hardware, zinc electroplated after fabrication
- h. Cable Tray Cover

2.05 COPPER CABLE

- A. Horizontal cable shall be 4-pair, 100-ohm balanced twisted-pair cable meeting the requirements of TIA/EIA-568-B.2. Each copper conductor shall be minimum 23 AWG. Cable shall be round, and designed to operate while in a mixed pathway with Category 6 or 6A cables from the same manufacturer.
- B. Category 6 cable transmission characteristics must be a minimum of 5 decibel "Near end cross talk" (*NEXT*) and "Power sum near end cross talk" (*PSNEXT*) headroom over reference standard allowable deviation, and have third party verification.
- C. Category 6 twisted pair copper cabling. Plenum or riser cable depending on application.
 - 1. Plenum Cable, Category 6:
 - a. Color White: Berk-Tek® LANmark™ #10032092
 - b. Color Blue: Berk-Tek® LANmark™ #10032094
 - c. Color Yellow: Berk-Tek® LANmark™ #10032090
 - 2. Riser Cable, Category 6:
 - a. Color White: Berk-Tek® LANmark™ #10032459
 - b. Color Blue: Berk-Tek® LANmark™ #10032455
 - c. Color Yellow: Berk-Tek® LANmark™ #10032461
- D. Acceptable Manufacturer:
 - 1. Berk-Tek® LANmark™
 - 2. Owner approved equal

2.06 FIBER OPTIC CABLE

- A. Plenum-rated, 12-fiber minimum, multimode or single mode depending on application.
 - 1. Acceptable Manufacturer/Product:
 - a. Corning FREEDM® Cable
 - b. Owner approved equal

2.07 MODULAR CONNECTORS

- A. Individualized, serialized connectivity at telecommunications outlet and patch panel. Modular connectors shall support high-speed networks and applications designed for implementation on copper cabling.

- B. Modular connectors shall be eight-position modular jack from the same manufacturer, Category 6, exceeding requirements of TIA/EIA 568-B.2 Category 6 standard. Termination shall be accomplished by use of a forward motion termination cap and shall not require the use of a punch-down tool. Termination cap shall provide strain relief on the cable jacket, ensure cable twists are maintained to within 1/8", and include a wiring scheme label. Wiring scheme shall be TIA/EIA 568-B.2, Figure 2 – Optional eight-position jack pin/pair assignment (T568B). Modules shall have UL approval, and ETL third party verification
 - 1. Provide the following jack modules for Category 6 cable:
 - a. Panduit Mini-Com® TX6 PLUS or Owner approved equal
 - 1) White cable for telephone, jack module part number CJ688TGIW
 - 2) Blue cable for data, jack module part number CJ688TGBU
 - 3) Yellow cable for spare, jack module part number CJ688TGYL
 - 4) Blank for future, jack module part number CMBIW-X

2.08 PATCH CORD

- A. Copper: Category 6, commercially available, ETL certified cable, 23 AWG, stranded UTP cable. End terminations shall be factory installed, modular plug featuring one-piece, tangle-free latch design and black strain-relief boots to support easy moves, adds, and changes. Minimum length of patch cord: 18-inch.
- B. Fiber Optic:
 - 1. Multimode Cable: Optical fiber patch cord constructed from high performance 50/125um multimode cable and ST / SC / LC simplex or duplex connectors with ceramic ferrules. Specific connectors will vary depending on the application.
 - 2. Single-mode Cable: Full-spectrum, high performance single-mode optical fiber patch cord cable and SC / LC simplex or duplex connectors with ceramic ferrules. Specific connectors will vary depending on the application.
 - 3. Cord shall have integral boot to provide strain relief and help maintain consistent polarity.

2.09 CABLE SUPPORT

- A. "J" type hooks. D-ring and bridle ring supports not allowed.
 - 1. Panduit part number JPxx-xx
 - 2. Owner approved equal
 - 3. Cable clamps: Fixed diameter, durable nylon
 - a. Panduit part number CCSxx-xx-C, color black
 - b. Owner approved equal
- B. Flexible hook and loop tape, and flexible nylon where applicable.

2.10 TELECOMMUNICATIONS OUTLET

- A. Face plate with space for 4 jack modules.
 - 1. Panduit part number CFPE4IWY
 - 2. Owner approved equal

- B. Labels at face plate.
 - 1. Provide label on faceplate to identify data drop connection to rack system.
 - 2. Label format: xxxx.x.x.xx
 - a. Digits 1-4 identify Tele/Data Room number
 - b. Digit 5 identifies Rack number
 - c. Digit 6 identifies Patch Panel number
 - d. Digit 7 and 8 identify slot in patch panel where jack module resides
 - 3. Font for labels: Arial
 - 4. Point size for labels: 8-point

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify site conditions prior to installation of equipment. Verify that finish surfaces have been painted and sealed as may be required, and is ready to receive equipment. Report discrepancies to the Owner five days prior to installation.

3.02 VERTICAL CABLE RACK SYSTEM

- A. Pull fiber optic cable through conduit, raceways, and/or plenums from telecommunications room to telecommunications outlets.
 - 1. Monitor pulling force during cable pull, and do not exceed tensile strength rating of cable.
 - a. Control pull force with maximum tension rated breakaway, swivel link designed to fail at the rated force, or
 - b. Include calibrated tension monitoring device in the pull sequence, or
 - c. Pull with tension limiting winch.
 - 2. Do not exceed minimum bending radius for cable. Bend radius varies with the cable diameter. Consult manufacturers printed specifications for “loaded” and “installed” minimum bend radius. Do not pull the cable around sharp corners or support brackets.
- B. Provide label at patch panel that indicates the room or cubicle number connected to the patch panel port.

3.03 CABLE TRAYS

- A. Secure trays to structural components of building using manufacturer’s recommended supports and hardware as defined by local code or authority having jurisdiction.
- B. Provide support at not greater than 5-foot interval.
 - 1. Provide support at cable tray splices and intersections, directly beneath splice or intersection, or within 2-feet on both sides of each splice or intersection.
 - 2. Provide support of cable tray on both sides of each change in elevation
 - 3. Secure cable tray to support with minimum one fastener, following manufacturers’ written instructions

- C. Clearances:
 - 1. Below finish ceiling: Minimum of 12-inch clearance above tray
 - 2. Above finish ceiling: Minimum of 3-inches above drop ceiling tiles
 - 3. Multiple tiers of trays: Minimum of 12-inches vertical clearance between trays
 - 4. Below raised floor: Minimum ¾" clearance between top of tray and bottom of floor system
 - 5. Crossing trays: Minimum 3-inch vertical clearance between crossing trays

- D. Grounding: Ground wire mesh cable trays to telecommunications grounding busbar with grounding lug on cable tray and minimum #6 awg grounding wire, or as recommended by the authority having jurisdiction. Provide crimped on grounding lug. Set-screw type connector for grounding lug is not acceptable. Verify bonds at splices and intersections between individual cable tray sections and supports.

- E. Provide cable tray cover where necessary, when other building services are within 2-feet above the cable tray, and when crossing steam or condensate pipe. Install cover after cables are placed in tray.

3.04 CABLE

- A. Provide minimum of 100-pair of wires for cabling between floors.
 - 1. Terminate floor to floor cabling at Block 110 of the cable rack system

- B. Provide cable support at maximum of 48-inch on-center.

- C. Provide horizontal and vertical bend radius control with non-metallic, fixed diameter cable clamps

- D. Maximum distance of horizontal permanent link between Tele/Data Room and telecommunications outlet: 90-meters (295-feet)

- E. Provide home run from telecommunications outlet to Tele/Data Room or rack patch panel designated for connection of home run.

- F. Install data cable in cable trays and raceways designated for the cable. Terminate cable at telecommunications outlet and rack system. Test cable for continuity. Provide documentation of connection and test.
 - 1. Terminate horizontal cabling at Block 66 of the cable rack system

3.05 CABLE SLACK

- A. Telecommunications Room – provide a 10-foot loop for copper cable. Do not make a circular coil with cables. Arrange cable neatly.

- B. Telecommunications Outlet – provide 10-inches of slack in the ceiling space above the outlet, and not at the outlet. Do not tie-wrap the slack above the ceiling to allow easy pull of the cable if re-terminating is required.

C. Fiber Optic Cable:

1. Provide coils of slack in each fiber termination unit (*patch panel*) prior to terminating the cable on connectors. Length of cable shall comply with manufacturer's requirements for fiber termination unit.
2. Provide minimum of 25-feet, maximum of 50-feet of fiber optic cable slack, neatly coiled and secured to wall at each end of fiber optic run.

3.06 TELECOMMUNICATIONS OUTLET

- A. Connect 3 color cables to corresponding color jack module at telecommunications outlet; blue, yellow, and white color cables. Connect to jack modules using wiring scheme TIA/EIA 568-B.2, Figure 2 – Optional eight-position jack pin/pair assignment (T568B).

1. Do not terminate cable end with RJ45 connector or patch cord termination.

- B. Label faceplate to identify connection to rack

3.07 TESTING

- A. Test installed copper cable and fiber optic cable in accordance with requirements of Section 01 45 20.

- B. Owner may require random field re-test of the cable system to verify documented test results. Re-test will be for up to 10% of the system at no additional cost to the Owner. If re-test results contradict original test documentation submitted, additional testing up to 100% of the system may be required, at no additional cost to the Owner.

END OF SECTION

SECTION 27 05 26

GROUNDING & BONDING FOR COMMUNICATION SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes the requirements for grounding and bonding of tele-data communication system components to be dedicated to the Owner.
- B. Tele-data communications system to be dedicated to the Owner shall be grounded to a telecommunications bonding backbone. All telecommunications cable shields, equipment, racks, cabinets, raceways, and other associated hardware that has the potential to act as a current carrying conductor shall be grounded to the TBB. The TBB shall be independent of the building electrical ground system.
- C. It shall be the responsibility of the Contractor to provide confirmation that a grounding and bonding system is in place and functioning in conformance with ANSI/J-STD-607. Notify Owner if existing facility is not equipped with a grounding and bonding system.

1.02 REFERENCES

- A. See Section 01 42 10 – Abbreviations, Definitions and Reference Standards for full description of Standard Titles.
- B. American National Standards Institute (*ANSI*)
 - 1. ANSI-J-STD-607, “Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications”

1.03 SUBMITTALS

- A. Submit product literature for grounding wire and connectors.

1.04 QUALITY ASSURANCE

- A. The TBB shall be designed and/or approved by a qualified professional engineer licensed in the state that the work is to be performed. The TBB shall meet the requirements of ANSI/J-STD-607, and installed in accordance with best industry practice.

PART 2 - PRODUCTS

2.01 WIRES

- A. Identify wires used for telecommunication grounding purpose with green insulation.
- B. Identify non-insulated wires used for telecommunication grounding purpose at each termination point with a wrap of green tape.

- C. Grounding wire: minimum #6 AWG stranded copper bonding conductor and compression connectors.

2.02 GROUNDING SYSTEM CRITERIA

- A. Intent of the grounding system is to provide grounding equal in potential to the building electrical ground system.

PART 3 - EXECUTION

3.01 INSTALLER

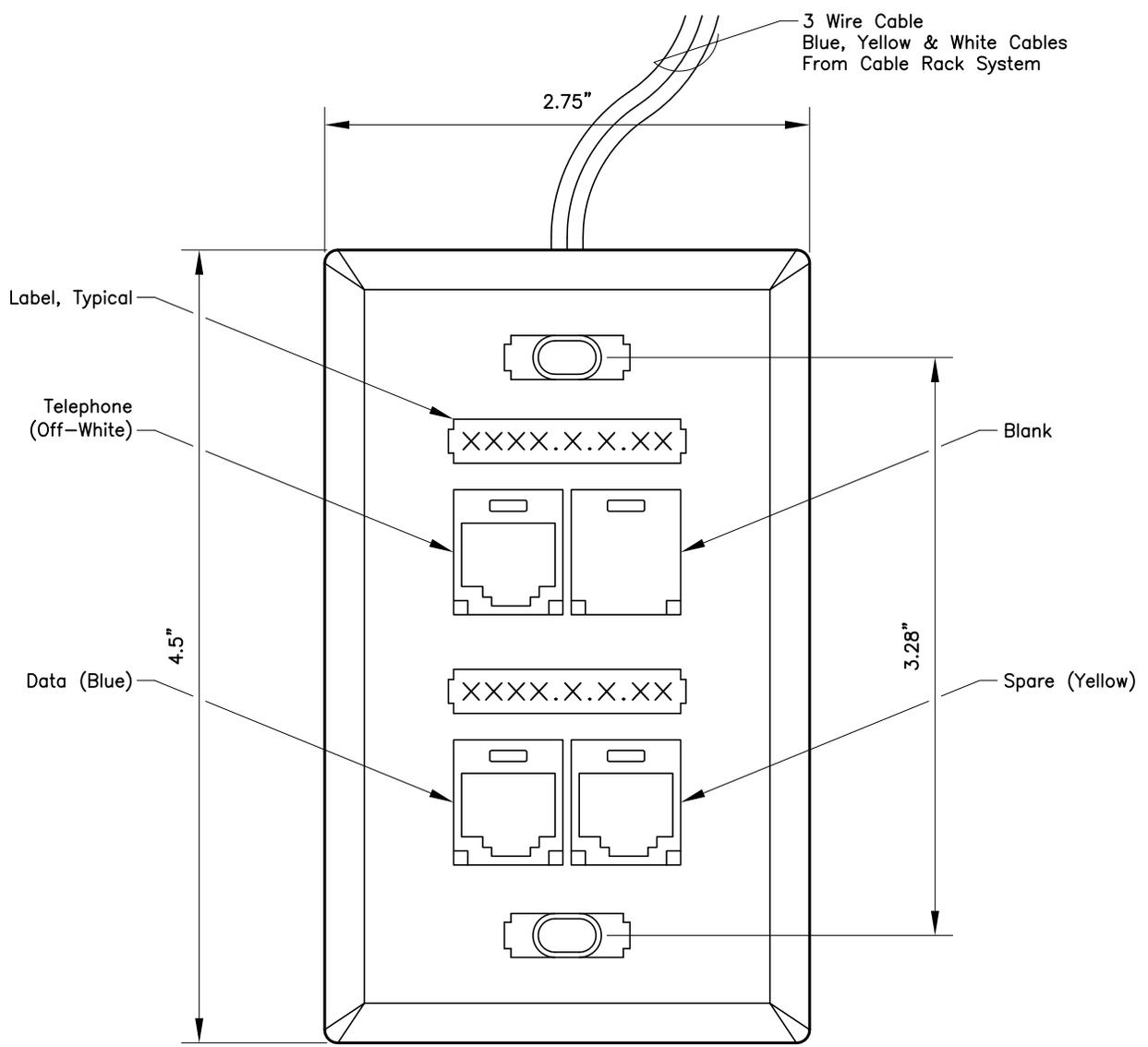
- A. A licensed electrical contractor shall perform installation and termination of the main bonding conductor to the building service entrance ground.

3.02 INSTALLATION

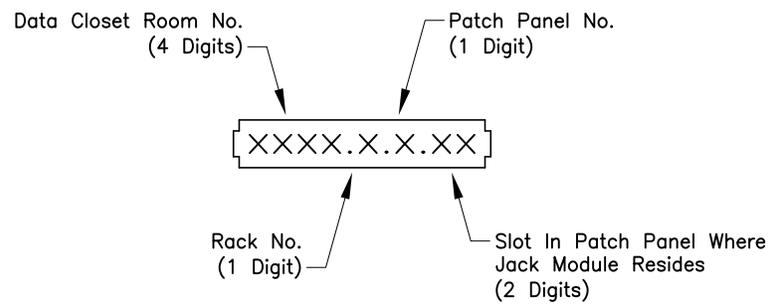
- A. Provide telecommunications ground bus bar in telecommunications room. Provide telecommunications main grounding bus bar at main entrance facility/equipment room. Connect TMGB to building electrical entrance grounding facility.
- B. Provide ground wire connection to each rack, metallic backboards, cable sheaths, metallic strength members, splice cases, cable trays, and other telecommunications equipment entering or occupying space in the telecommunications room or equipment room.
- C. Provide green tape at termination of non-insulated wires used for grounding. Provide identification labels on cables and bus bars used for grounding.

END OF SECTION

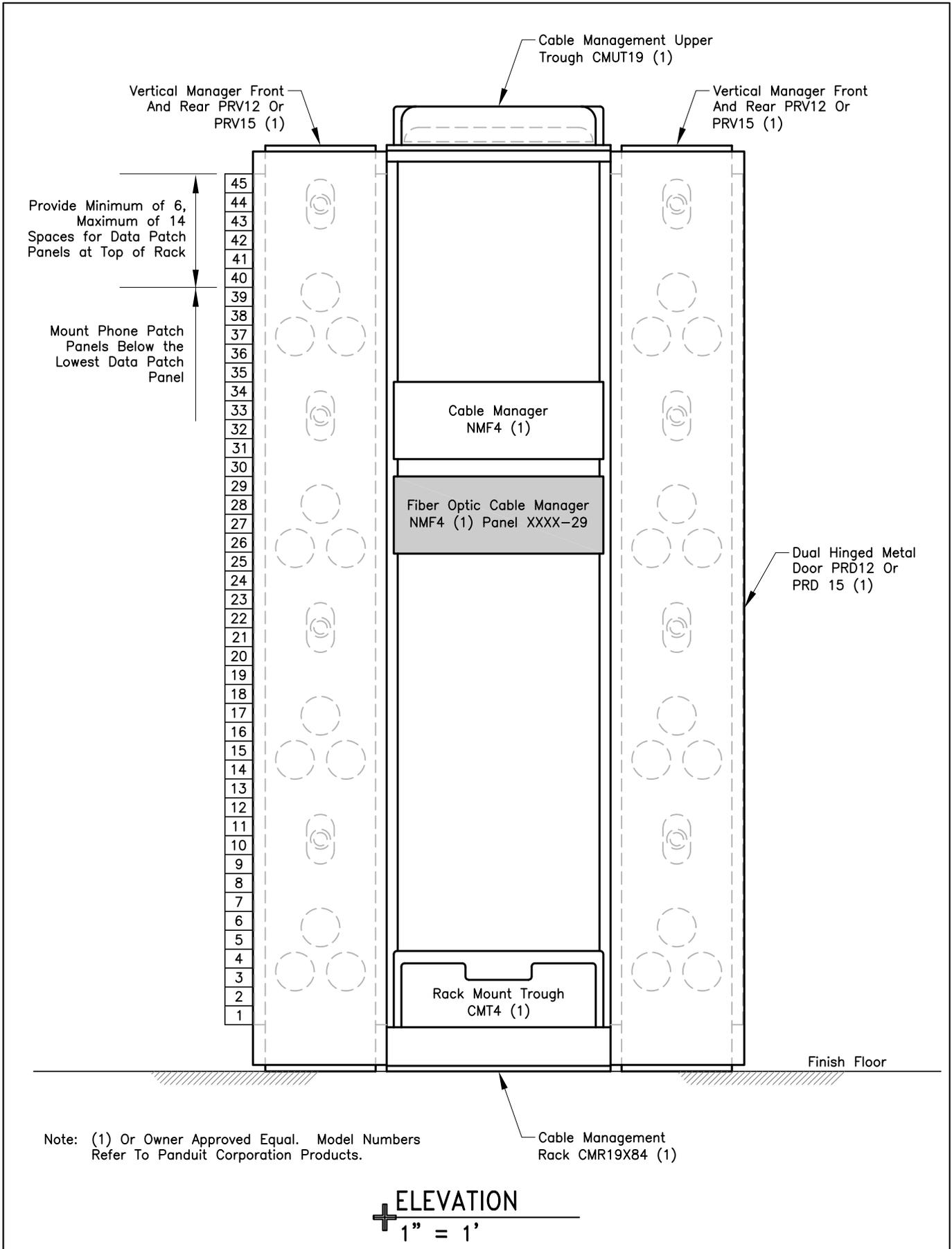
Appendix A
Tele-Data Communications Details



ELEVATION VIEW
 1" = 1"



LABEL DETAIL
 1" = 1"



MONROE COUNTY

June 2010

TYPICAL TELECOMMUNICATIONS
 VERTICAL CABLE MANAGEMENT RACK SYSTEM

FIGURE 9.02