



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: TELEPHONE/DATA INSTALLATION & REPAIR

CONTRACT #: 1122-13

CONTRACT DATES: 2/24/14-11/30/14

BUYER: WALTER B. LARAUS
PHONE: 585/753-1121
FAX: 585/753-1104

VENDOR(S): Bethany Technologies
7072 E. Bethany-LeRoy Rd.
LeRoy, NY 14482

Ph: 585-768-4909
Fax: 585-768-7709

TERMS AND CONDITIONS

- BID ITEM:** TELEPHONE/DATA INSTALLATION & REPAIR
- FOR:** Department of Environmental Services
- PURCHASING CONTACT:** Walter B. LaRaus, (585) 753-1121
- DUPLICATE COPIES:** **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**
- BID INFORMATION:** At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
- SUBMITTAL OF FORMAL PROPOSAL:** Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**
- All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt.
- SPECIFICATION ALTERATIONS:** Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
- QUANTITIES:** The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.
- QUALIFIED BIDDER:** Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.
- METHOD OF AWARD:** Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items in order to be considered.** **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.
- BUYER CONTACT:** The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.
- Walter B. LaRaus
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: wlaraus@monroecounty.gov
- All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on December 2, 2013.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than December 4, 2013.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **November 30, 2014**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.**

As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SECURITIES AND INSURANCE:

Any Certificates of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 pm on that day.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

REPORT OF PURCHASE:

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, 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 Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. 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 Contractor.

TELEPHONE/DATA INSTALLATION AND REPAIR
TECHNICAL SPECIFICATION

1.00 GENERAL:

1.01 SCOPE:

The Monroe County Department of Environmental Services is seeking a qualified bidder to perform **Telephone/Data Installations and Repairs** at Buildings and Facilities within Monroe County. The work to be done under this contract and in accordance with these specifications consists of furnishing equipment, material, supervision, labor, technical knowledge and skills necessary to satisfactorily and safely complete the job. The bidder shall perform all work required for a thorough installation, repair, function check and certification of the specified Tel/Data wiring including the furnishing of all engineering necessary for the layout and execution of the work in accordance with the specifications and drawings.

1.02 LOCATIONS:

Various buildings, facilities or complexes within Monroe County

1.03 GENERAL CONDITIONS:

a) System Description:

Monroe County owns telephone and data systems at buildings and facilities within the County. The County's equipment is primarily manufactured by Panduit Corp. and it is expected that all replacement parts purchased shall be Panduit or an approved equal. All replacement parts shall be 100% compatible to Panduit. The system includes the following equipment:

- 1) Personal computers
- 2) Computer servers
- 3) Network switches and routers
- 4) Fiber optic systems and transceivers
- 5) Rack systems - usually 19 inch units for the purpose of mounting the above equipment and patch panels for related network wiring, copper wiring cross connections, fiber optic storage and related connections.
- 6) Conduit - Steel, PVC, EMT and Wire Mold in various sizes
- 7) Cable - Category 5e, 6 and 6A

b) Permits:

The bidder will be working under the Monroe County permit with County Personnel and Code Enforcement.

c) Notification of Work:

The bidder, upon receipt of a County-issued work order, shall begin work at the site within two (2) working days. Receipt of such work order number will be by fax, e-mail or phone call. The bidder will have ten (10) working days to complete the work order. If the work order cannot be completed for any reason, the day to day Supervisor of County Tel/Data shall be notified immediately. Upon notification, the day to day Supervisor shall work out a reasonable time frame for completion. A date of expected completion will be noted on the work order. In no case shall it take longer than four (4) weeks to complete the work order unless provisions are made with the day to day Supervisor of County Tel/Data. Availability of personnel, equipment and/or material will not be considered as a reason for not completing the work order.

d) Reports:

The bidder shall submit daily work sheets to the day to day Supervisor of County Tel/Data or his designee for signature. These daily work sheets shall include the work order number, total labor hours for each individual worker, material used and tasks completed with a brief description of work done.

e) Liquidated Damages:

By entering a bid, the bidder acknowledges that a fully functional Tel/Data system or individual drop is essential to the end users of the system. The bidder further agrees that if he fails to keep the Tel/Data system fully functional by failing to perform timely repairs, the County will suffer damage but such damage is not calculable.

Therefore, the bidder hereby agrees that the following liquidated damages will be adhered to:

Any and all penalties shall be deducted from the bidder's invoice.

- 1) Failure of the bidder to adhere to Section 1.03c "**Notification of Work**" will result in the following penalties:
 - a) Not starting work within 3 working days
Seventy Five dollars (\$75.00) per day
 - b) Not completing work within 10 working days
Seventy Five dollars (\$75.00) per day
 - c) Not completing work by the expected date of completion
Seventy Five dollars (\$75.00) per day
 - d) Any data drop that has been reported malfunctioning and has not been repaired within one (1) week
Twenty five dollars (\$25.00) per calendar day, per jack
- 2) Failure of the bidder to adhere to Section 1.03c "**Reports**" will result in the following penalty:
 - a) Not submitting daily work sheets for signature
Twenty Five (\$25.00) per day

1.04 WARRANTY/GUARANTEE:

The bidder shall warrant that the work performed under pay items conforms to the contract documents and is free of any defective equipment, material or workmanship performed by the bidder or any of his suppliers at any tier.

Such warranty shall continue for one (1) year from the date of completion of work. Under this warranty the bidder shall remedy at his own expense any such failure to conform or any such defect. If the bidder does not promptly comply with the terms of the warranty or in an emergency situation where delay would cause serious risk of loss or damage to productivity, the County may have the defective work corrected, removed or replaced and all direct and indirect costs shall be paid by the bidder.

1.05 INSPECTION:

All work under this contract shall be subject to inspection and or certification by a representative of the County. This inspection shall not relieve the bidder of the responsibility to perform timely and quality work with a reliable level of service and to furnish the material in accordance with the standard specifications and supplementary specifications.

Inspection by Monroe County's representative shall not relieve the contractor's responsibility to conform to any codes that may apply. These codes include but are not limited to the following: The National Electrical Code, ANSI/TIA/EIA-568-B, EIA/TIA 569, EIA/TIA 607, Commercial Building Telecommunications Standard TSB-567 or other applicable standards.

1.06 SAFETY:

The bidder shall use, but not be limited to the following Personnel safety related codes:

- a) Occupational Safety & Health Admin. - OSHA
- b) National Fire Protection Assoc. - NFPA
 - 1) ANSI/NFPA 70: National Electrical Code
 - 2) ANSI/NFPA 70B: Electrical Equipment Maintenance
 - 3) NFPA 70E: Electrical Safety Requirements for Employee Workplaces
- c) Any electrical or fire protection standards required by Local or National Authority

1.07 PROTECTION OF UTILITIES:

In accordance with New York State Code 753, the bidder shall give the various utility companies at least 48 hours notice before doing any work which may interfere with their operation. All utilities encountered during construction shall be protected and maintained in their existing locations.

The bidder shall assume all responsibility and costs for repairs or replacement of utilities damaged by their workers. This work shall be done to the satisfaction of the owning utility.

1.08 MAINTENANCE AND PROTECTION OF PUBLIC SAFETY:

The bidder shall be the responsible for all safety measures, safety barricades or any other closures necessary to complete the work. The County is not liable for any accident or injuries occurring during the performance of County business.

1.09 SUBMITTALS:

a) Project Schedule:

All work shall be performed during normal working hours, 7:00 A.M. to 3:00 P.M. Monday through Friday, unless specifically requested by the day to day Supervisor of County Tel/Data or his designee. No work shall be done at any facility and unless coordinated through the day to day Supervisor of County Tel/Data or his designee. Any work related problems shall be brought immediately to the attention of the day to day Supervisor of County Tel/Data or his designee.

b) Experience:

Bidders are reminded that they shall submit with their bid a description of their firm as it pertains to the installation or repair of Monroe County telephone or data systems. Documentation of the last five (5) years in performing work of similar size and scope must be included.

c) Qualifications of Tel/Data Bidder:

- 1) The bidder shall be a corporately and financially independent organization which can function as unbiased installers of equipment and/or systems evaluated by the bidder.
- 2) The bidder shall be regularly engaged in the installation and repair of Tel/Data equipment devices, installations and systems and shall demonstrate their experience for the last five (5) years. Proper handling of the cable itself as well as workmanship shall be carried out in accordance with this contract.
- 3) The bidder shall use employees who are permanently employed by the firm for Tel/Data and have sufficient knowledge and experience to perform the tasks as described by this contract. In addition the bidder shall have a minimum of two (2) technicians certified by Building Industry Consulting Service International (BICSI) in the installation of Tel/Data systems employed by the firm. One (1) permanently employed technician, certified as above, shall be available full time to

diagnose and repair maintenance items under this contract. The bidder shall provide copies of any certifications as part of this contract.

- 4) The bidder shall be responsible to provide adequate protection for public and personnel in accordance with the NYSDOL, OSHA and the NFPA.
- 5) The bidder shall be responsible for transportation of material and equipment to and from Monroe County stock yards or stock rooms.
- 6) All telephone or data line installation shall be performed by qualified workers licensed by NYSDOL.
- 7) The bidder shall be responsible for proper testing, documentation, certification and labeling of all cable installations carried out under this contract. The Bidder shall provide a printed report, including a wiring plan diagram showing the numbering of all outlets, cables and patch panels. This documentation shall be provided to the day to day Supervisor of County Tel/Data at the completion of each job and comply with the EIA/TIA standard.

d) Suitability of Bidder Vehicles and Equipment:

- 1) The bidder shall have a vehicle and or equipment capable of carrying personnel and job site materials.
- 2) The bidder shall be equipped with sufficient hand tools and test equipment needed to complete the work outlined in this contract.
- 3) All vehicles used on any roadway shall have sufficient means to provide high visibility.
- 4) All test equipment shall be in good mechanical condition.
- 5) Accuracy of metering in test equipment shall be appropriate for the test being performed.

1.10 SPECIAL VEHICLES/EQUIPMENT:

The bidder, as part of this contract, may require special type vehicles or equipment. The County will reimburse the bidder for the **actual** rental cost of such specialized vehicles or equipment. The bidder will notify the County before the actual rental of such vehicles and equipment occurs and will supply information in writing regarding rental costs and duration of rental. The bidder shall provide the actual invoice from the rental company for reimbursement.

1.11 STANDARD PRODUCTS:

All replacement materials, equipment, retrofit equipment and accessories shall be new and unused. Remanufactured equipment may be acceptable in some cases but only with the approval of the day to day supervisor of County Tel/Data or his designee. They shall be essentially the standard product of a manufacturer regularly engaged in the production of Tel/Data or electrical equipment and material and shall essentially duplicate material being used in the County Tel/Data system or be subject to the discretion of the day to day Supervisor of County Tel/Data or his designee. In addition, any materials used to upgrade or improve County systems shall be of the same type and manufacturer to match the existing installation. The bidder shall provide all materials to complete an installation or repair as defined by this contract. Such materials include but are not limited to the following:

- a) Wire and Cable
- b) Conduit, Wire Mold or accessories
- c) Jacks
- d) Patch Panels
- e) Racks or Rack Systems
- f) Phone blocks or Risers

The County reserves the right to reject any material, equipment or manufacturer who, although meets the above requirements, does not provide satisfactory evidence, indicating adequate and prompt post installation and repair maintenance service as required to suit the operational requirement of the County.

The County, as part of this contract, may provide any labor and materials that will expedite the completion of any job.

The bidder will be able to purchase material only when directed by the **day to day Supervisor of County Tel/Data or his designee** to facilitate completing the work order.

1.12 REPLACEMENT PART PRICES:

Parts required providing the service requested will be priced at the bidder's net cost plus **five (5) %** markup. The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for replacement parts. Bidders shall submit with their invoice, copies of their original invoices from their supplier for these items in order to be compensated.

The County may at times elect to supply parts if needed. It shall be the bidder's responsibility to make every attempt to obtain the best prices possible.

All parts used shall be 100% compatible with the existing system in place. In the event an old system is being replaced, the new parts shall be Panduit Corp. or 100% compatible with Panduit Corp.

1.13 WORK ORDER:

Bidders will be supplied with a work order number for each job. Bidders will furnish a "job ticket" or "packing list" to be signed by the County's Supervisor or his designee. This form will show detail of the work performed. A copy of this signed form will be given to the County's Supervisor or his designee at the time of signing. This form shall include but is not limited to the following information:

- a. County Work Order Number
- b. Purchase Order Number
- c. Description of work completed

1.14 WRITTEN ESTIMATES:

In every instance that the bidder anticipates that a job may cost \$1,000.00 or more, the bidder must give a written estimate for the work to the ordering department, prior to commencing work. The estimate must show labor and materials cost. The bidder may not proceed with the work until approval is given by the ordering department. If the estimate is considered too high, the County maintains the option of providing materials or changing the scope of the work. The County also maintains the right to cancel a request.

1.15 ESTIMATED QUANTITIES:

The quantities listed are **estimated annual quantities** for Monroe County and should not be construed to represent guaranteed maximum or minimum quantities to be purchased during the contract term. All payments will be made for actual quantities purchased based on the unit price.

1.16 JOB SPECIFICATION FORM - ATTACHED:

All work will require the completion of a job specification form (see attached) by the County supervisor or his designee. The bidder's job Foreman must obtain the completed form from the County's Supervisor before beginning the job.

It is the intent of Monroe County to match each job specification form and purchase order for administrative clarification purposes.

NOTE: NO WORK WILL COMMENCE UNTIL A PURCHASE ORDER NUMBER HAS BEEN ASSIGNED TO THE JOB SPECIFICATION FORM.

JOB SPECIFICATION FORM

Job Name: _____

Job Location: _____

Job/ Service Description: _____

Start Date: _____ Estimated Duration: _____

Crew with Titles: _____

Materials: _____

Special Equipment: _____

Safety and Operational Considerations: _____

Contact Person/Phone: _____

Purchase Order Number: _____

Monroe County Supervisor: _____

Date: _____ Monroe County DES Work Order _____

1.17 BILLING PROCEDURE:

ALL INVOICES MUST BE IN THE FOLLOWING FORMAT AND CONTAIN ALL THE INFORMATION LISTED BELOW. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT:

- a. Bidder will supply separate invoicing for each agency work order.
- b. All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner:
 - 1) Agency work order number
 - 2) Purchase order number
 - 3) Material Master Number/Item Description
 - 4) Quantity
 - 5) Unit Price

6) Extended Price

7) Total

- c. All invoices shall be supported by a copy of the "job ticket" or "packing list" signed by the County's Supervisor or his designee attached.
- d. Any parts supplied by the bidder under this contract shall be supported by a copy of the bidder's actual invoice showing their cost.

1.18 REPLACED/REMOVED - SALVAGED MATERIAL IS THE PROPERTY OF THE COUNTY:

Any salvaged material and/or equipment shall remain the property of the County. The contractor will contact the project manager as to what roll off container or receptacle to place the salvaged material in.

2.00 PAY ITEMS:

2.01 PAY ITEMS DESCRIPTION:

a) INSTALL SINGLE STANDARD DATA DROP (LABOR):

Install three (3) data cables to a work location. This will consist of one (1) permanent link each for WAN, Radio/EITN or NYS data and telephone. The majority of the cable currently used is "category 5E". Data cables shall be installed with blue, yellow and white cables respectively, shall not exceed ninety (90) meters (328 ft.) in length and incorporate plenum or riser cable to meet application requirements. All data drops shall comply with the EIA/TIA 569 standard "Color Coding". All Tel/Data cables shall be "home run" from the point of use to the data closet or rack patch panel designated for this purpose. All data cables shall be terminated, tested and documented. All data cables shall be installed in a cable tray or raceway designed for Tel/Data cable. The bidder shall install all cable in a manner protecting it from deformation in the insulation or twist integrity. All material shall be as defined in section 1.11. All data cables shall be terminated at a wall faceplate specifically designed for this purpose. All telephone cables shall be terminated at the same wall faceplate at the user station and to the proper telephone block at the data closet.

Any cables that have become obsolete as the result of this installation, at the discretion of the day to day Supervisor, shall be removed. In the event that ceilings are other than a standard tile drop ceiling, additional labor (item "D" below) may be added to the job. Any additional labor shall be added only at the discretion of the day to day Supervisor or his designee and shall be noted in the JOB SPECIFICATION FORM before beginning the work.

b) INSTALL MULTIPLE STANDARD DATA DROPS, (LABOR) (two (2) or more in one location)

Two (2) or more standard drops, as defined in section 2.01a, in one (1) location, when the majority of the work can be performed in conjunction with each other. Bid price shall be for "each" drop. This is primarily used when the location of the drops facilitates the ability to install the drops together. All material to complete this repair shall be as defined in section 1.11.

c) REPAIR DATA DROP:

Diagnosis and repair to a Tel/Data permanent link not operating as originally designed or installed. This does not include cable replacement. All material to complete this repair shall be as defined in section 1.11.

d) LABOR - STRAIGHT TIME:

Hourly rate for personnel to perform troubleshooting, repairs and other maintenance tasks during normal working hours as defined in section 1.09a of this contract. This rate shall be used for any labor to complete an installation that is not part of a standard installation.

e) LABOR - OVERTIME:

Hourly rate at 1 1/2 times the normal hourly rate after eight (8) hours per day and on Saturdays on a scheduled non-emergency work order as designated by the day to day Supervisor of County Tel/Data or his designee.

UNIT PRICE SHEET

<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>
2.01a	SINGLE DATA DROP	\$125.00
2.01b	MULTIPLE DATA DROPS	\$68.00
2.01c	REPAIR DATA DROP	\$48.00
2.01d	LABOR - STRAIGHT TIME	\$75.00
2.01e	LABOR - OVERTIME	\$75.00

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title:

Contract Number:

Vendor:

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:

Title:

Agency:

Telephone: _____ Fax:

E-mail:

Please submit this survey to Monroe County Purchasing.