



CONTRACT DATA SHEET

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

TITLE: Point to Point T1 Service

CONTRACT #: 536-09

CONTRACT DATES: 6/16/09-4/30/14

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

VENDOR(S): Frontier Comm.
180 S. Clinton Ave.
Rochester, NY 14647

Ph: 585-777-4697
Fax: 585-325-6382

TERMS AND CONDITIONS

- BID ITEM:** Point to Point T1 Service
- FOR:** Department of Information Services
- DEPARTMENT CONTACT:** Steve DiPaola, (585) 753-1856
- 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.
- BRAND REFERENCE:** References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.
- 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** Monroe County intends to award the bid to the lowest responsive and

AWARD: 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.

CONTRACT TERM: Contract will start with the date of the contract award and run through **April 30, 2014**.

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. Bidder shall warrant all goods for the total term of the contract. 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.

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 located in New York State. 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.

Monroe County Point to Point T1 Service Specifications and Conditions

1. With award of this contract, Monroe County does not guarantee future orders for any/all T1s at locations indicated in "Attachment A". Monroe County does guarantee to purchase future point to point T1 services exclusively from awarded T1 carrier during the term of the contract if and when needed at these and other County-operated locations within the County borders.
2. Each T1 circuit added under this contract may be deleted by Monroe County (via written request) at any time during the term of the contract with no penalty or early termination fees.
3. Contract term: Five (5) years with no renewals.
4. T1 Carrier must provide a uniform Circuit Relocation/Move Charge on Attachment A in the event that Monroe County requires a circuit to be moved from one location to another. In the event that a circuit is moved to a location with a different monthly recurring charge, the charge for the circuit's new location (as indicated in Attachment A) will become effective on the date that circuit is moved to the new location.
5. Include all mandated surcharges and other miscellaneous fees in the T1's pricing provided on Attachment A. Surcharges and/or miscellaneous fees not included in the pricing provided on Attachment A will not be paid by the County under this contract.
6. Contract award will be based solely on price (Worksheet Grand Total, indicated on Attachment A), provided all other terms and conditions of bid package and specifications are met.
7. Circuits purchased under this contract must include free 24 hour technical support, via toll free service dispatch number. Routine repairs must be responded to within 8 business hours, via on-site tech and/or callback response from central service dispatch personnel. Repairs reported as "critical" or "emergency" must be responded to within 2 hours, via on-site tech and/or callback response from central service dispatch personnel.
8. T1s to be configured as Extended Superframe Format with B8ZS (bipolar 8 zero substitution) encoding with full bandwidth of 1.544 MHz. T1's will terminate (demarcation point) at each end on carrier-owned and maintained "Smart Jack" unit. Carrier may use County-owned internal telephone feed/riser wiring as necessary. Monroe County (or the towns and agencies where the T1s are being installed) will supply commercial AC power for Smart Jack devices. Carrier will supply mounting backboard, installation hardware and up to 100' of dedicated cable run to customer's required location at no extra charge. Any additional cable run charges must be disclosed and approved by customer prior to installation.
9. T1 circuits ordered under this contract must be installed, terminated, tagged and tested within 35 calendar days of vendor's receipt of written order. Monroe County requires confirmation of order receipt, notification of due date and installation completion notification to designated County contact. Circuit charges will begin on date of customer "acceptance" (not ordered date).

Attachment A: Monroe County T1 Pricing Worksheet

Location (In all cases, other end of T1 terminates at City Place, 50 W. Main St; downtown Rochester 14614)	5 Year Cost (monthly cost X 60, including fees and surcharges if any)	Installation Charge (if any)
Gates Town; 1605 Buffalo Road, Rochester 14624	17,400.00	0
Irondequoit Police; 1300 Titus Ave, Rochester 14617	17,400.00	0
Parks Zoo / 2222 St. Paul St.	17,400.00	0
BOE Warehouse, 2595 Brighton Henrietta TL Rd. 14623	17,400.00	0
WIC Office, 250 Waring Rd. Rochester	17,400.00	0
ZONE A: Penfield, 789 Linden Avenue, Rochester 14625	17,400.00	0
ZONE B: Henrietta, 245 Summit Drive, Rochester 14623	17,400.00	0
ZONE C: Chili, 4201 Buffalo Road, North Chili 14514	17,400.00	0
Subtotal	139,200.00	0
Worksheet Grand Total (add Subtotals above)	139,200.00	
Circuit Relocation/Move Charge	\$200.00	

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.