



CONTRACT INFO SHEET

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

DATE: **MAY 23, 2025**

CONTRACT EXTENSION

BID TITLE: Telephone/Data Installation and Repair

CONTRACT #: BP#0906-24 (7700000278)

CONTRACT DATES: 11/08/2024 – 7/31/2026

BUYER: **Susan Archacki**
PHONE: 585-753-1110
FAX: 585-753-1104

VENDOR(S): #11104178
Tele Data Com, Inc.
90 Air Park Drive, Suite 102
Rochester, New York 14420

CHANGES AS FOLLOWS: THE ABOVE CONTRACT HAS BEEN EXTENDED THROUGH July 31, 2026, with the attached changes effective August 1, 2025.

Susan Archacki

Susan Archacki
Buyer

XC: BP FOLDER
 VENDOR
 BUYER



CONTRACT INFO SHEET

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200 County Office Building, Rochester NY 14614

Description	Updated cost
Single Data Drop:	\$711.00 each
Multiple Data Drops:	\$639.00 each
Repair Data Drop:	\$84.00 each
Labor - Straight Time:	\$133.00 per hour
Labor - Overtime	\$137.00 per hour



CONTRACT DATA SHEET

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

TITLE: Telephone/Data Installation and Repair

CONTRACT #: BP#0906-24 (7700000278)

CONTRACT DATES: 11/08/2024 – 07/31/2025

BUYER: Susan Archacki
PHONE: 585-753-1110
FAX: 585-753-1104

VENDOR(S): Tele Data Com Inc.
90 Air Park Drive, Suite 102
Rochester, New York 14420

Ph: 585-527-0800
Fax: 585-527-0600

TERMS AND CONDITIONS

BID ITEM: Telephone/Data Installation and Repair
FOR: Department of Environmental Services
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.

Charis Quatro
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Phone: 585-753-1135
Email: charisquatro@monroecoounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (12:00 PM Eastern Time) on **September 23, 2024.**

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 **September 26, 2024.**

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 for 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. At the time of the bid the bidder shall also supply an MWBE/SDVOB utilization plan as outlined in Appendix A.

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 Insurance coverage or PROOF that they are exempt. (Visit www.wcb.ny.gov for forms.)

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.

BRAND REFERENCE:

References to a manufacture(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, MWBE/SDVOB Utilization Plan, 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 his 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.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **July 31, 2025** with the option to renew the contract up to four (4) additional twelve (12) month periods at 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.

NYS WAGE RATES:

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. Refer to NYS Wage Schedule PRC# 2024011088 developed for this project.

DELIVERY:

All deliveries shall be F.O.B. Destination (Monroe County) to the County Department as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within two (2) weeks after receipt of purchase order number. The County reserves the right to terminate the Contract in the event the specified delivery time is not met.

**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 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.

SUBCONTRACT:

The successful Bidder shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager. Notwithstanding the foregoing, subcontractor(s) that are set forth in a Bidder's MBE/WBE/SDVOB Utilization Plan submitted pursuant to the Minority, Women's, and Service Disabled Veteran's Owned Business Enterprise Requirements and approved by the County's Director of Diversity, Equity, and Inclusion shall be deemed to be approved subcontractor(s).

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.

**SECURITIES AND
INSURANCE:**

Any Certificate 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 P.M. on that day.

**COMPLIANCE WITH
THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under 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 other 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.

**EQUAL PAY
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC§ 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

MINORITY, WOMEN'S, AND SERVICE DISABLED VETERAN'S OWNED BUSINESS ENTERPRISE REQUIREMENTS

a. Requirements

The Bidder shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the Bidder shall make its best efforts to meet the MBE/WBE participation goals established for this project. The specific affirmative steps to be taken by Bidder are described in subparagraph c below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's MBE/WBE Utilization Plan. The successful Bidder shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Requirements. This report form is to be completed by the successful Bidder and submitted to the County with each monthly progress payment application.

Bidders that are either MBEs or WBEs will be allowed to include their own participation towards meeting MBE/WBE participation goals established for this project. In the event a Bidder is a MBE, such Bidder shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Bidder is a WBE, such Bidder shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Bidder is both a MBE and WBE, the Bidder shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

M/WBE firms must be certified by the New York State office of Minority and Women's Business Development or the Monroe County M/WBE Certification Program (locally funded contracts only). The County reserves the right to require specific certification program(s) for its projects.

The successful Bidder shall also be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the County. A copy of the Affidavit of Payment form to be utilized by the Bidder is included in these Requirements

b. Bidder's Detailed M/WBE Utilization Plan

A M/WBE utilization plan shall be submitted with each Bid. The utilization plan must include a detailed MBE/WBE Utilization Plan form and a signed Letter of Intent from each of the MBE/WBE firms identified in the Plan. The Plan must identify the MBE and WBE firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work M/WBEs will complete on the project, together with an explanation as to why spending data is not available. If a firm is unable to show attainment of program goals when submitting the utilization plan, Bidder must submit a Request for M/WBE Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issue. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The County's Director of Diversity, Equity, and Inclusion (DEi) shall be responsible for approving Bidder's MBE/WBE Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's MBE or WBE certifications.

The successful Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE/SDVOB Program Manager copies of all subcontracts with M/WBE firms for Project work. Failure to provide the County with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to Bidder's failure to comply with this provision shall be Bidder's sole responsibility.

Any amendments to the Utilization Plan submitted by Bidder must be approved by the County's M/WBE/SDVOB Program Manager. including, without limitation, changes in the work to be subcontracted to MBE/WBE firms; changes in the use of MBE/WBE firms; and/or substitutions of MBE/WBE firms. Updated utilization plans shall be submitted for change orders over \$20,000.

c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of nonresponsiveness and/or nonresponsibility, the County may disqualify a bid as being nonresponsive and/or nonresponsible for failure to provide a timely MBE/WBE Utilization Plan. obtain a waiver, and/or remedy noted deficiencies in the Bidder's MBE/WBE Utilization Plan.

d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with M/WBE participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The County's Director of DEi will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain M/WBE participation that are merely proforma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the County's Director of DEi will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the County's Director of DEi will consider as part of the Bidder's best efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at pre.bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the M/WBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the M/WBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. **The Bidder shall solicit quotes from qualified firms listed in the NYS M/WBE or Monroe County directory, regardless if they have their own database of M/WBE firms.** The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts. M/WBE firms should be given a minimum of 10 business days to submit quotes.
3. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate M/WBE participation. **even when the Bidder might prefer to perform these work items with its own forces.** This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation.

4. Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested M/WBEs. It is the Bidder's responsibility to make a portion of the work available to M/WBE subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and material suppliers in order to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
6. Additional Costs. The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a Bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
7. Replacement Firms. A Bidder's inability to find a replacement M/WBE at the original price is not sufficient to support a finding that best efforts have been made to replace the original M/WBE. The fact that the Bidder has the ability and/or desire to perform the contract work with its own forces does not relieve the Bidder of the obligation to make best efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.
8. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.
10. The County's M/WBE Program Manager will provide assistance to potential bidders in connecting with M/WBEs.

1. Payment Deductions

The Bidder's failure to perform in accordance with an approved M/WBE Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by Bidder, the County shall be entitled to deduct payment to Bidder in the percentage amount of the Contract which equals Bidder's shortfall from the M/WBE participation goals for this project. Such deductions by the County may begin with the Bidder's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the MBE/WBE participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved M/WBE Utilization Plan, the County will reimburse any payment deductions made pursuant to this provision. In the event the Bidder continues to fail to perform in accordance with an approved M/WBE Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to County under law or in equity.

f. Additional Requirements

1. M/WBE Supplier

M/WBE supplier participation shall be based on 50% of their contract amount. This participation shall be based on 100% of contract amount if said MBE/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the

contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

2 M/WBE Trucking

No material costs will be credited towards a project's M/WBE goals. M/WBE trucking participation credit will be granted for the utilization of M/WBE owned or leased equipment only.

3 M/WBE Labor Only Subcontracts

The M/WBE subcontractor shall submit documentation of the relationship between its work force and the Bidder's work force. The Bidder and the M/WBE subcontractors shall submit copies of the certified payrolls to the County (or designee).

4. M/WBE Subcontract to Non-M/WBE

In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 49% of any single M/WBE subcontract to non-M/WBEs and still have the whole M/WBE subcontract count towards fulfillment of the M/WBE utilization requirement. If the M/WBE firm contracts out more than 49% of any single M/WBE subcontract to non-M/WBE firms, the Subcontract between the M/WBE and the prime Bidder shall no longer be considered a bona fide M/WBE subcontract.

g. Conditions of Participation

M/WBE participation will be counted toward meeting the M/WBE contract goals, subject to all of the following conditions:

1. Commercially Useful Function

The Bidder is responsible for ensuring that M/WBEs working on the contract perform a commercially useful function. A M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the M/WBE regulations). Arrangements that erode the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Bidder shall receive no credit toward the goal.

2 Work Force

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Bidder, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

3 Supervision

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Bidder or other subcontractors. This does not preclude routine communication between the supervisory personnel of the M/WBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment

MWBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Bidder, other subcontractors on the project, or their affiliates. If the MWBE obtains equipment from any of those sources, the County of Monroe shall receive from the MWBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

h. Certification Process

The State of New York and Monroe County maintains a list of firms which have previously been certified as MBE's or WBE's as those terms are defined below.

1. Definitions

The following terms are defined as follows:

- (a) Minority Business Enterprise (MBE) - an independent business completely or substantially owned, controlled and operated by one or more members of specified minority groups or socially and economically disadvantaged individuals.
- (b) Women's Business Enterprise (WBE) - an independent business completely or substantially owned, controlled and operated by one or more women.
- (c) Independent - demonstrably free from any control, domination or undue influence by individuals or businesses who are not intended to be primary beneficiaries of the MBE/WBE program.
- (d) Business - an entity capable of performing a commercially useful function, including management and supervision of the work.
- (e) Owned, controlled and operated minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day to day management and operation of the firm.
- (f) Specified minority groups - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- (g) Socially and economically disadvantaged - member of a group or an individual found to be socially and economically disadvantaged by the U.S. Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC Section 637 (a)).

SERVICE-DISABLED VETERAN OWNED BUSINESSES REQUIREMENTS

a. Requirements

The Bidder shall take affirmative steps to afford opportunities for Certified SDVOB Firms on the project and shall make its best efforts to meet the participation goals established for this project. The specific affirmative steps to be taken by the Bidder are described in subparagraph d below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's SDVOB Utilization Plan. The Bidder shall be responsible for maintaining records showing subcontractor awards and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Requirements. This report form is to be completed by the Bidder and submitted to the County with each monthly progress payment application.

Bidders that are a Certified SDVOB Firm will be allowed include their own participation towards meeting SDVOB participation goals established for this project.

The Bidder shall be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including Certified SDVOB Firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the County. A copy of the Affidavit of Payment form to be utilized by the Bidder is included in these Requirements.

b. Bidder's Detailed SDVOB Utilization Plan

SDVOB utilization plans shall be submitted with each bid. The utilization plan must include a detailed SDVOB Utilization Plan form and a signed letter of Intent from each of the Certified SDVOB Firms identified in the Plan. The Plan must identify the Certified SDVOB Firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work Certified SDVOB Firms will complete on the project, together with an explanation as to why spending data is not available. If a firm is unable to show obtainment of program goals when submitting the utilization plan, the Bidder must submit a Request for SDVOB Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The County's Director of Diversity, Equity, and Inclusion (DEi) shall be responsible for approving the Bidder's SDVOB Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's Certified SDVOB Firms certifications.

The Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE/SDVOB Program Manager copies of all subcontracts with Certified SDVOB Firms for Project work. Failure to provide the County with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of the Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until the Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to the Bidder's failure to comply with this provision shall be the Bidder's sole responsibility.

Any amendments to the SDVOB Utilization Plan submitted by the Bidder must be approved by the County's M/WBE/SDVOB Program Manager, including, without limitation, changes in the work to be subcontracted to Certified SDVOB Firms; changes in the use of Certified SDVOB Firms; and/or substitutions of Certified SOVOB Firms. Updated utilization plans shall be submitted for change orders over \$20,000.

c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of nonresponsiveness and/or nonresponsibility, the County may disqualify a bid as being nonresponsive and/or nonresponsible for failure to provide a SDVOB Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the contractor's SDVOB Utilization Plan.

d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with SDVOB participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The County's Director of DEi will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain SDVOB participation that are merely pro forma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of SDVOB participation

sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the County's Director of DEi will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the County's Director of DEi will consider as part of the Bidder's best efforts to obtain SDVOB participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all Certified SDVOB Firms that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all Certified SDVOB Firms listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the Certified SDVOB Firms to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the Certified SDVOB Firms are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. **The Bidder shall solicit quotes from Certified SDVOB Firms listed in the NY's/soi-US SBA SDVOB Directories regardless if they have their own database of SDVOB firms.** The Bidder shall keep records of efforts to solicit and negotiate with Certified SDVOB Firms as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts Certified SDVOB Firms shall be given a minimum of 10 business days to submit quotes.
3. Selecting portions of the work to be performed by Certified SDVOB Firms in order to increase the likelihood that the SDVOB goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate SDVOB participation, even when the Bidder might prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates SDVOB participation.
4. Providing interested Certified SDVOB Firms with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested Certified SDVOB Firms. It is the Bidder's responsibility to make a portion of the work available to Certified SDVOB Firms subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available SDVOB subcontractors and material suppliers in order to facilitate SDVOB participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of Certified SDVOB Firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for Certified SDVOB Firms to perform the work.
6. Additional Costs. The fact that there may be some additional costs involved in finding and using Certified SDVOB Firms is not in itself sufficient reason for a bidder's failure to meet the contract SDVOB goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.

7. Replacement Firms. A prime contractor's inability to find a replacement Certified SDVOB Firms at the original price is not sufficient to support a finding that best efforts have been made to replace the original Certified SDVOB Firm. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make best efforts to find a replacement Certified SDVOB Firms, and it is not a sound basis for rejecting a prospective replacement Certified SDVOB Firms reasonable quote.
8. Making efforts to assist interested Certified SDVOB Firms in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested Certified SDVOB Firms in obtaining necessary equipment, supplies, materials, or related assistance.
10. The County's M/WBE/SDVOB Program Manager will provide assistance to potential bidders in connecting with Certified SOVOB Firms.

2 Payment Deductions

The Bidder's failure to perform in accordance with an approved SDVOB Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by the Bidder, the County shall be entitled to deduct payment to the Bidder in the percentage amount of the Contract which equals the Bidder's shortfall from the SDVOB participation goals for this project. Such deductions by the County may begin with the Bidder's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the SDVOB participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved SDVOB Utilization Plan, the County will reimburse any payment deductions made pursuant to this provision. In the event the Bidder continues to fail to perform in accordance with an approved SDVOB Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to the County under law or In equity.

3 Definitions. The following terms are defined as follows:

- A. Certified SDVOB Firms-Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.
- B. Federal SDVOSB Certified Firms-Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.
- C. SOVOB Uillization Plan-A plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.
- D. State SDVOB Certified Firms-Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

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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.

Notwithstanding the details presented in these specifications, it is the responsibility of the Bidder to verify the completeness of material lists and suitability of devices to meet the intent of the specifications. Any additional equipment or service required, even if not mentioned herein, shall be provided by the Bidder without claims for additional payment: it being understood that a fully functional operating system, satisfactory to the County, is required.

1.02 LOCATIONS:

Various buildings, facilities or complexes within Monroe County.

1.03 CONTACT PERSON:

Charis Quatro
Monroe County Department of Purchasing and Central Services
39 West Main Street
Rochester, NY 14614
(585) 753-1135
E-mail: charisquatro@monroecounty.gov

1.04 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

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- 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 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 purchase order, shall begin work at the site within 2 working days. Receipt of such work order number will be by fax, e-mail or phone call. The Bidder will have 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 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 valid reasons for not completing the work order.

d) 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 Supervisor of County Tel/Data or his designee. No work shall be done at any facility and unless coordinated through the 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.

e) 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.

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f) 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.

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 1.04 c "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 1.04 c "Notification of Work" will result in the following penalties:
 - a) Not submitting daily work sheets for signature- Twenty-Five dollars (\$25.00) per day

1.05 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.

1.06 INSPECTION:

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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 Bidder's responsibility to conform to any codes that may apply. These codes include but are not limited to National Electrical Codes, Commercial Building Telecommunications Standards, or other applicable codes or standards.

1.07 SAFETY:

The Bidder shall use, but not be limited to the following personnel safety related codes:

- a) Occupational Safety & Health Administration - OSHA
- b) National Fire Protection Association - NFPA
 - 1) ANSI/NFPA 70: National Electrical Code
 - 2) ANSI/NFPA 708: Electrical Equipment Maintenance
 - 3) NE-PA 70E: Electrical Safety Requirements for Employee Workplaces.
- c) Any electrical or fire protection standards required by Local or National Authority.

1.08 PROTECTION OF UTILITIES:

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.

1.09 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.

1.10 SUBMITTALS:

a) EXPERIENCE:

Bidders shall submit with their bid a description of their firm as it pertains to the installation or repair of telephone or data systems. Documentation of a minimum of five (5) years of experience in performing work of similar size and scope is preferred.

b) QUALIFICATIONS OF TEUDATA BIDDER:

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- 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 with a minimum of 5 years of experience preferred. 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 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.
- 6) Alt 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.

c) 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 test equipment shall be in good mechanical condition.
- 4) Accuracy of metering in test equipment shall be appropriate for the test being performed.

1.11 SPECIAL VEHICLES/EQUIPMENT:

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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.

1.12 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. All materials 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.

1.13 REPLACEMENT PART PRICES:

Parts required to provide the service requested will be priced at the Bidder's net cost plus 5% markup. The County reserves the right to conduct an audit or to request documentary

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evidence to substantiate any prices billed for replacement parts. Bidders shall submit 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.

1.14 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

1.15 WRITTEN ESTIMATES:

In every instance that the Bidder anticipates that a job may cost \$1000.00 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.

1.16 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.

1.17 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 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.

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

1.18 BILUNG 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.

200 PAY ITEMS:

201 PAY ITEMS DESCRIPTION:

- a) INSTALL SINGLE STANDARD DATA DROP (LABOR & MATERIALS):
 - 1) Install three data cables to a work location. This will consist of one permanent link each for WAN, Radio/EITN or NYS data and telephone. The majority of the cable currently used is "category 6". Data cables shall be installed with blue, yellow and white cables respectively, shall not exceed 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

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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 1.13. 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 same patch panel as the data cables.

- 2) Any cables that have become obsolete as the result of this installation, at the discretion of the day to day Supervisor, shall be removed and disposed of. 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

b) INSTALL MULTIPLE STANDARD DATA DROPS, (LABOR & MATERIALS)

Two (2) or more standard drops, as defined in section 2.01 a, 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 included.

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 1.13.

d) LABOR - STRAIGHT TIME:

Hourly rate for personnel to perform troubleshooting, repairs and other maintenance tasks during normal working hours as defined in section 1.04 d 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 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.

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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 _____

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Description	Unit Price	Units
Single data Drop	\$_677.00_____	each
Multiple Data Drops	\$_608.00_____	each
Repair Data Drop	\$_80.00_____	each
Labor - Straight Time	\$_125.00_____	per hour
Labor - Overtime	\$_130.00_____	per hour

(NYS Prevailing Wages Apply)

Description	Unit Price	Units
Single data Drop	\$__ 677.00	- each
Multiple Data Drops	\$__ 608.00	each
Repair Data Drop	\$__ 80.00	each
Labor - Straight Time	\$___ 125.00__	per hour
Labor - Overtime	\$_____ 130.00_____	per hour

(NYS Prevailing Wages Apply)

INSURANCE REQUIREMENTS
INDEMNIFICATION

The Contractor shall procure and maintain at his 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 Contractor or by his subcontractors. Monroe County must be named as Additional Insured on the General Liability and Motor Vehicle policies. The ACORD form shall name Monroe County as additional insured and certificate holder. **The General Liability and Motor Vehicle policies shall also include separate endorsement(s) naming Monroe County as an Additional Insured.**

Within ten (10) days after notice of award, the Contractor shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney (a sample form is attached to these specifications) showing that he has complied with all insurance requirements set forth herein, which 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 bid solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION, DISABILITY INSURANCE AND PAID FAMILY LEAVE BENEFITS:** A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law, covering all operations under Contract, whether performed by the Contractor or by its 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 Worker's Compensation Law known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.. (www.wcb.ny.gov)

Worker's Comp Forms'. Obtain one (1) of the following from (www.wcb.ny.gov)

- 1) C-105.2 (or U-26.3)
- 2) S1-12 (or GSI 105.2)
- 3) CE-200 (Exempt Form)

Disability Benefits Insurance: Obtain one (1) of the following from (www.wcb.ny.gov)

- 1) DB-120.1
- 2) DB-155
- 3) CE-200 (Exempt Form)

- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE:**

- (1) CONTRACTOR'S GENERAL LIABILITY INSURANCE issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverages shall be included:

Comprehensive Form
 Premises-Operations
 Products/Completed Operations
 Contractual Insurance covering the Hold Harmless Provision
 Broad Form Property Damage
 Independent Contractors
 Personal injury

- (2) Unless otherwise specifically required by special specifications, each policy shall have limits of not less than the following:

BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY	AGGREGATE
Each Occurrence	Each Occurrence	
\$1,000,000	\$1,000,000	\$3,000,000

- C. **MOTOR VEHICLE INSURANCE** issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount of:

BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
Each Occurrence	Each Accident
\$1,000,000	\$1,000,000

A sample insurance certificate is included with these specifications. All categories and amounts of insurance required for this bid project have been checked off on the sample. These are the minimum requirements that the Contractor must supply. Failure to supply a satisfactory certificate within ten (10) days after receipt of Notice of Award may result in the cancellation of the award.

Rev. 02/24/2023