

EMERGENCY COMMUNICATIONS DEPARTMENT
CITY OF ROCHESTER, NY



John M. Merklinger, MS, ENP-Director
Request For Proposals Due by **October 13, 2017**

**SMS DELIVERY OF EMERGENCY COMMUNICATIONS
TO A GEO-DIVERSE PSAP**

Allan P. Wenner
Executive Assistant
Emergency Communications Department
321 West Main Street
Rochester, New York 14608

SECTION I – SCOPE OF SERVICES

1.1 OVERVIEW:

Rochester Emergency Communications Department (ECD) desires pricing for Text to 911 services and connectivity from a Text Control Center (TCC) to facilitate the receipt of SMS requests for emergency communications into an existing Airbus DS Communications VESTA 911 R7 system. Currently, ECD processes Text-to-911 service requests via GEM 911. It is the expectation that the circuits and services provided by the respondent comply with all APCO specifications, as described within the Interim SMS Text-to-9-1-1 Information and Planning Guide (2014) (<https://apcointl.org/resources/next-generation-communications-systems/text-to-9-1-1.html>) for a ESInet/IP i3 Network Service Interface to the PSAP.

The respondent is expected to provide pricing for two (2) circuits to the primary location, identified as the ECD Primary Site located at 321 West Main St., Rochester, NY 14608 and two (2) circuits to the secondary location, identified as Back-up facility located at 400 Freight Building Way, Rochester, NY 14624.

All prices quoted must reflect the following expenses:

- Initial buildout costs for each circuit
- Monthly reoccurring costs for each circuit
- All associated hardware expenses for the initial installation
- All professional services requirements for the installation, including technical installation services, project management of the installation and any associated engineering support of the circuit
- All annual reoccurring expenses from the TCC for monitoring, maintenance and support

Any minimum contract periods are required to be identified, and if any discounts are offered for extended contract periods, these should be delineated in the proposal. It is the expectation that the proposal be turnkey in nature. The desire of the city is to purchase 3 years of service.

Within the proposal provided by the respondent, a detailed technical description of the service provided must be included. At a minimum, an operational overview of the solution, specific to the impact on ECD's current equipment, shall be included. Additionally, the total number of concurrent conversations supported, total system capacity and a detailed description of how the respondent proposes to connect with alternate TCCs must be included.

1.2 ISSUING OFFICE:

This Request For Proposals is issued by the City of Rochester Emergency Communications Department. The Director of the Emergency Communications Department is the only point of contact in the City of Rochester for the RFP. All questions regarding proposals will be directed in writing to:

Allan P. Wenner, Executive Assistant
Emergency Communications Department
321 West Main Street
Rochester, New York 14608

Fax: 585-324-1700
E-mail: awenner@monroecounty.gov

All questions and responses will be shared with all who have indicated intent to submit a proposal and have provided an e-mail address.

1.3 OVERVIEW OF THE ECD PSAP OPERATIONS:

Monroe County has a geographic area of nearly 663 square miles with a population of approximately 750,000 people. The county is made up of the City of Rochester, 19 towns, and 10 villages. There are over 500,000 telephone customers served by Frontier Communications and other providers. Most of these other providers market and support Voice over Internet Protocol (VoIP) telephone services.

The ECD is the consolidated Public Safety Answering Point (PSAP) for Monroe County. It is a department of the City of Rochester, NY that provides 911 call answering and dispatching service under a contract with Monroe County. ECD dispatches over 1,200,000 events annually for 16 police departments, 44 fire departments, and 30 emergency medical services agencies. See www.911rochester.com for further information on the ECD.

The current system setup for the ECD PSAP is as follows:

- A fully redundant, geo-diverse Airbus DS VESTA 911 R7 CPE system, with the A side located at the Main St facility and the B side located at the back up site on Freight Building Way.
- Each side is connected via redundant fiber and Metro “e” circuits from Frontier Telephone of NY.
- At the Main St facility, there are 32 call-taker positions
- At the back-up site, there are 15 call-taker positions
- Circuits will terminate inside the equipment room at the Main St facility and the equipment room at the back up site, and will provide protected AC power with power backup for the hardware
- Each equipment room also contains the dedicated Airbus DS VESTA 911 racks
- The NPA-NXX for the Main St is 585-528 and for the back-up is 585-279

1.4 SCOPE OF SERVICES TO BE PROVIDED:

- A. It is the expectation of the circuits and service provided by the respondent comply with all APCO specifications, as described within the Interim SMS Text-to-9-1-1 Information and Planning Guide (2014) for a ESInet/IP i3 Network Service Interface.
- B. The circuits provided may be either T-1, Ethernet or MPLS based, with the expectation that each circuit from the TCC to each of the PSAP locations be geo-diverse and provided through separate telco providers, with the expectations that the respondent order all facilities. The bandwidth provided must be enough to support the PSAP operations listed below, with sufficient overhead to support expansion of the number of call taker positions in the 9-1-1 system by 30%.
- C. **If the ability to utilize a VPN-style communication from an existing Internet connection maintained by the County of Monroe is an option, please identify the bandwidth requirements and identify this as a separate option.**
- D. It is understood that demarcation point for the respondent is defined as the Ethernet port from the router identified as the LAN or customer facing endpoint. ECD, through their existing service provider for CPE support, is responsible for integrating the fully tested and operational circuit into the CPE system. Included within the proposal should be all associated costs to support testing of the TCC circuit.
- E. All IP address information for the connections shall be provided by the respondent.
- F. Except as otherwise specified in a final agreement, all equipment, materials and supplies required to carry out the provisions of this proposal and to perform the services described above shall be furnished

by the service provider, and shall be fit for their purpose to the reasonable satisfaction of the Emergency Communications Department.

G. Throughout the performance of this agreement, the contractor(s) agrees that it will comply with all applicable provisions of federal, state and local laws and regulations prohibiting discrimination. Specifically, the contractor(s) warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated hereunder. The contractor(s) will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation or age.

Note: The City of Rochester is committed to assuring that all contractors' employment practices emphasize access, inclusion, and fairness, with special attention focused on diversity throughout the organizational structure. The City expects that potential bidders will clearly discuss how they will accomplish this task.

1.5 TERM OF AGREEMENT:

The terms of an agreement or agreements for services shall be for three (3) years commencing December 1, 2017 and ending November 30, 2020. Thereafter, upon the mutual agreement of the Emergency Communications Department and the service provider this contract may be renewed annually, for up to two (2) additional and consecutive one (1) year periods.

1.6 AMENDMENT OF RFP:

The City of Rochester may amend the RFP upon written notification to all potential vendors.

1.7 RFP WITHDRAWAL

The RFP may be withdrawn by the City of Rochester for any reason and the City of Rochester shall have no liability for any costs incurred in preparing the proposal.

1.8 PROPERTY OF THE CITY OF ROCHESTER

The proposal and all materials submitted with the proposal shall become the property of the City of Rochester and will be subject to the NYS Freedom of Information Law. Any proprietary information submitted with the proposal must be clearly identified and a request to keep such information confidential must be submitted.

1.9 Professional Service Agreement The successful Service Provider will be required to enter into a Professional Service Agreement (PSA) with the Emergency Communications Department of the City of Rochester. The PSA is attachment B of this RFP. All Professional Service Agreements that exceed \$10,000 require City Council approval. If the PSA with the successful Service provider will equal or exceed \$50,000, the Service Provider will be required to comply with the City's Living Wage requirements and to include, with their proposal, a written commitment to pay all "covered employees" a "living wage", as those terms are defined in Section 8A-18 of the Municipal Code of the City of Rochester, known as the Rochester Living Wage Ordinance. In addition, the Service provider must provide a list of job titles and wage levels of all "covered employees" in each of the years for which a PSA is sought.

SECTION II - PROPOSAL SUBMISSIONS

2.1 FORMAT

All proposals must be submitted in the format set forth below in order to assist a uniform review process.

2.1.1 Title Page

The title page will reflect the Request for Proposal subject, name of the company, address, contact person's name, telephone number and fax number.

2.1.2 Signature

All proposals submitted **MUST** include a Signature which has been signed by an individual who is authorized to bind the Service Provider to a service agreement.

2.1.3 Table of Contents

The proposal must contain a Table of Contents which indicates the material included in the proposal and page numbers.

2.1.4 Description of Service Provider

Provide a brief history and description of the Service Provider, including a copy of the most recent annual report, the size of the business, number of employees, annualized dollars of payroll, and number of years in existence.

Discuss the leadership of your organization, and cite accomplishments of individuals who will provide direct oversight of services to be proposed for this contract.

2.1.5 Experience

Provide a summary of the Service Provider's experience.

Provide a list of any professional associations that the consultant is a member.

Describe experience with contracts with other PSAPS which are similar to this PSAP.

Provide additional information that may distinguish your company from competitors.

Include a list of current clients, including a contact person and telephone number for each account, date of original contract and expiration for each, number of renewals, size of business, and volume of services provided.

2.1.6 Presentation

Potential Service Providers may be requested to provide on-site presentations, in addition to their written proposals, at the discretion of the Emergency Communications Department.

2.1.7 Response to Scope of Services to be Provided (Section 1.4 above)

List each of the items outlined in Section 1.3 and affirm your organization's intent to comply as written, provide information regarding your firm's recommendations for fulfilling the requirement, or provide

information needed to evaluate your firm's ability to meet the Rochester Police Department's or Emergency Communications Department's needs.

2.1.8 Cost Proposal

The cost proposal section must include all costs associated with the firm's plan to carry out the requested service, including annual cost of the system, specified costs for activations, and all other related costs, fees, and charges. The vendor must list any available options to the system and pricing of each individual option. The ECD will not incur any incidental costs associated with the successful installation of the specified system, unless specifically agreed to in writing. See Appendix A for cost proposal form.

2.1.9 Equipment List

A complete itemized equipment list, if applicable, specifying model number, description, quantity and manufacturer of equipment and software.

2.1.10 Special Equipment

Detailed description of any special equipment or software proposed, not normally part of the vendor's system.

2.1.11 Timeline

Detailed timeline of installation, training, and other implementation from the awarding of a contract to completion.

2.1.12 Commitment to Living-Wage Ordinance

A written commitment from the consultant to pay all "covered employees" a "living wage," as those terms are defined in the Rochester Living Wage Ordinance that can be found in Section 8A-18 of the Municipal code of the City of Rochester. In addition, the consultant must provide a list of job titles and wage levels of all "covered employees" with their proposal and in each of the years for which a professional-services agreement is sought.

2.2 Submission of Proposals

Five (5) copies of a written proposal are to be submitted to:

Allan P. Wenner, Executive Assistant
Emergency Communications Department
321 West Main Street
Rochester, New York 14608

All proposals must be received by **3:00 PM on Friday, October 13, 2017.**

Proposals received after the due date will not be considered. The proposal must include the name, title, address, telephone number, and email address of vendor's primary agent for the proposal. This person must be fully knowledgeable of the system, be authorized to speak with full authority for the vendor, and be present if selected to make a demonstration.

2.3 Schedule

Deadline for questions:	October 6, 2017
Deadline for submission of proposals:	October 13, 2017
Selection of Service Provider:	November 14, 2017
Start date for service contract:	December 1, 2017

SECTION III- REVIEW OF PROPOSALS

3.1 All proposals will be reviewed by a committee appointed by the Director of the Emergency Communications Department. All responding Service Providers will be notified of the outcome of the review.

3.2 Criteria for Selection of a successful proposal will be:

- Experience of the Service Provider in providing similar services to similar PSAPs.
- References from other agencies that have used services provided by agency
- Qualifications and skills of service manager and staff that will be providing services
- Completeness of the proposal, covering all points mentioned in the scope of services section of the Request For Proposals.
- A Cost Proposal that is reasonable and realistic.
- Preference will be given to Service Providers located in the City of Rochester, through additional weighting.
- Preference will be given to M/WBE Service Providers, through additional weighting.

3.3 Additional Information

- The City of Rochester may request additional information from potential Service Providers as necessary to assist the City of Rochester in evaluating the proposal.
- City Council approval is required for all professional-services agreements that exceed \$10,000, including multiple agreements with the same consultant for the same or similar services that may result in an aggregate in one fiscal year that exceeds \$10,000.
- The ECD will only accept new equipment and the latest version of software and/or operating systems. Used and/or remanufactured equipment will not be accepted.
- Proposal pricing must be valid for a minimum of 120 days.
- The selection of the Service Provider is within the City of Rochester's sole discretion. No reasons for rejection or acceptance of proposals are required to be given and the decision will not be based solely on price.
- Failure to provide adequate information to enable the ECD to evaluate the vendor, proposed subcontractors, proposed systems and system features, will be considered failure to meet the RFP requirements and may result in the elimination of the vendor's proposal.
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APPENDIX A
Copy of Cost Proposal

(Include all costs.)

NAME OF SERVICE PROVIDER

DATE

Appendix B

Copy of standard Service Agreement form used by the City of Rochester, Emergency Communications Department.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made this __, day of _____, 2017, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and _____, with offices located at _____, Rochester, N.Y. 14____, hereinafter referred to as the "Consultant"

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide services required for _____, hereinafter referred to as the "Project", and,

WHEREAS, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

A. The Consultant shall, upon receipt of Notice to Proceed, or upon the commencement date specified in Section 2 hereof, whichever is earlier, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, all of the services required below or reasonably required in order to carry out the services set forth herein:

B. Except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the City.

C. The Consultant agrees to sign, return, and comply with the attached **Confidentiality Non-Disclosure Agreement** as part of this agreement. The obligations under the Confidentiality Non-Disclosure Agreement shall survive termination of this agreement for any reason.

SECTION 2. TERM

The services required of the Consultant pursuant to this Agreement shall commence on _____ and shall terminate on _____.

SECTION 3. FEE

A. The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner:

(describe payment as being either a lump sum payment or a phased

payment, e.g. monthly, quarterly, upon completion of tasks etc.)

B. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of _____ Dollars (\$_____). No payment shall be made except upon the submission of duly executed vouchers upon forms which shall be supplied by the City.

SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

- A. The City hereby designates:

- B. The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

SECTION 5. INDEMNIFICATION

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

SECTION 6. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting the current New York State Workers' Compensation Board's form .

SECTION 7. EQUAL OPPORTUNITY

- A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not

discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

B. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

SECTION 8. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the “Rochester Living Wage Ordinance”, in the event that payments by the City to the Consultant under this Agreement shall equal or exceed fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to fifty thousand dollars (\$50,000) or greater during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City’s website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant’s employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 9. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

SECTION 10. COMPLIANCE WITH ALL LAWS

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

SECTION 11. AUDIT

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 12. PROHIBITION AGAINST ASSIGNMENT

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the City.

SECTION 13. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 14. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's authorized agent.

SECTION 15. STATUS AS INDEPENDENT CONTRACTOR

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 16. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 17. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

SECTION 18. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

SECTION 19. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Consultant shall default in the performance of this Agreement in accordance with its terms. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Consultant under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

BY: _____
Lovely A. Warren , Mayor

CONSULTANT

BY: _____
Name:
Taxpayer Id. No.:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20____, before me the subscriber, personally came Lovely A. Warren, known to me, who being by me duly sworn, did depose and say that she is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.:

On the _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public